



Next Ord. No. 4399
Next Reso. No. 24011

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

Village Board of Trustees

March 11, 2024

7:00 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky

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

When called upon for Public Comments, please approach the microphone and state your name. Kindly limit your remarks to three (3) minutes.

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations**
- 7. Presentation**
- 8. Appointment to Commissions**
 - a. Appointment of Tricia Little as a Commissioner to the Traffic & Safety Commission for a term until 4/30/26.
- 9. Consent Agenda**
 - a. Bill Listings from the Week of February 26, 2024 for \$745,095.60 and March 11, 2024 for \$427,257.31 for a Total Amount of \$1,172,352.91.
 - b. Approval of the Minutes of February 26, 2024 Village Board of Trustees Meeting.
- 10. Ordinance for First Reading**
- 11. Ordinance for Second Reading**
- 12. Ordinances**

- a. An Ordinance of the Village of Villa Park, DuPage County, Illinois Consenting to the Assignment of a Redevelopment Agreement from Motor Cycle Center, Inc., and GGM Properties Corp., to John Anthony Scheff, Inc.

This Ordinance will transfer the rights of the existing Redevelopment Agreement from Motor Cycle Center, INC and GGM Properties Corp. to John Anthony Scheff, Inc. The business operating as Motor Cycle Center will remain at its current location at 443 East St. Charles Road. Staff recommends approval of the ordinance.

13. Resolutions

- a. A Resolution Authorizing The Execution of an Agreement Between the Village of Villa Park, Illinois and Upland Design, Ltd., for Professional Construction Administration Services for the Lions Park OSLAD Professional Planning and Grant Development in the Amount Of \$105,250.00, Plus Reimbursable Expenses

This resolution would authorize the Village President to execute an agreement for the retention of Upland Design Ltd, Plainfield, IL. to complete Lions Park design and architectural services including Design/Development, Complete Construction Documentation, Permitting, Bidding and Construction Administration in the amount of \$105,250 for the addition of more recreation amenities for Lions Park. The Parks and Recreation Advisory Commission and Village staff recommend adoption of the Resolution.

- b. Resolution Authorizing a Software License Agreement with Environmental Systems Research Institute, Inc., (Esri) of Redlands, California, for a Three-Year Term at an Annual Cost Not to Exceed \$29,300.00

The Village has an existing agreement with Environmental Systems Research Institute, Inc., (or "Esri") of Redlands, California, for GIS software licensing and support. The current agreement between the Village and Esri was approved in March 2021 for a three-year term that is up for renewal on 03/30/2024. Staff recommends authorizing a new software license agreement with Esri for a three-year term at an annual cost not to exceed \$29,300.00.

- c. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Three-Year Contract with Langton Group of Woodstock, Illinois for the Landscape Maintenance Program in an Amount of \$97,790.

Staff recommends approval of a landscaping contract with Langton Group in the total amount of \$97,790 (\$31,628 for 2024, \$32,589 for 2025, and \$33,573 for 2026) for three years for the 2024, 2025 and 2026 landscape services. This contract would save the Village \$47,335 in staff salary during the life of the contract. If the Village is not satisfied with the quality of work produced, the contract would be subject to termination.

14. Unfinished Business

15. New Business

- a. Discussion Gaza Resolution

Staff has no recommendation.

16. Village Commission Reports

- 17. Village Clerk's Report**
- 18. Village Trustees' Report**
- 19. Village President's Report**
- 20. Village Manager's Report**
- 21. Executive Session**
- 22. 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: March 11, 2024

SUBJECT: Appointment of Tricia Little as a Commissioner to the Traffic & Safety Commission for a term until 4/30/26.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: March 11, 2024

SUBJECT: Bill Listings from the Week of February 26, 2024 for \$745,095.60 and March 11, 2024 for \$427,257.31 for a Total Amount of \$1,172,352.91.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 11, 2024

Covering weekly check runs dated for:

February 26, 2024/CY24..... \$694,574.32

1 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0226 CY2024","0216 INT CY2024","0222 INT CY2024"

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

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC							
13906	BESTCO BENEFIT PLANS LLC	03012024	0	MEDICARE SUPPLEMENTAL - MARCH 2024	1,593.40 ✓	.00	
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	24,719.86 ✓	24,719.86	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	33,488.56 ✓	33,488.56	02/22/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	622.09 ✓	622.09	02/22/2024
Total 10.130204 GROUP INSURANCE REC:					60,423.91	58,830.51	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	14,305.83 ✓	14,305.83	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	13,730.58 ✓	13,730.58	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	653.20 ✓	653.20	02/16/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	146.73 ✓	146.73	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	146.73 ✓	146.73	02/22/2024
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					28,983.07	28,983.07	
10.210028 EMPLOYEE HEALTH INS. DED.							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	41,317.67 ✓	41,317.67	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	41,198.60 ✓	41,198.60	02/22/2024
Total 10.210028 EMPLOYEE HEALTH INS. DED.:					82,516.27	82,516.27	
10.210037 VOLUNTARY ADDITIONAL BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURANCE	01012024	0	VF028680-2 VOLUNTARY INSURANCE; JAN 2024	1,591.71 ✓	1,591.71	02/22/2024
7044	DEARBORN NATIONAL LIFE INSURANCE	02012024	0	VOL LIFE INSURANCE FEB 2024	1,591.71 ✓	1,591.71	02/22/2024
Total 10.210037 VOLUNTARY ADDITIONAL BENEFITS:					3,183.42	3,183.42	
10.210515 DELTA DENTAL RESERVE							
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	6,034.83 ✓	6,034.83	02/22/2024
Total 10.210515 DELTA DENTAL RESERVE:					6,034.83	6,034.83	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210516 VISION SERVICE PLAN RESERVE							
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	1,001.28	1,001.28	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	1,013.20	1,013.20	02/22/2024
Total 10.210516 VISION SERVICE PLAN RESERVE:					2,014.48	2,014.48	
10.42070 ADMINISTRATIVE TOWING FEES							
13926	CONLEY, SHUNTELL C	02122024	0	REIMB; ADMIN TOW T5331-000035	500.00	.00	
Total 10.42070 ADMINISTRATIVE TOWING FEES:					500.00	.00	
Total :					183,655.98	181,562.58	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
8151	GARDINER KOCH WEISBERG	18096	0	LEGAL SERVICES - WAWAK JAN 2024	3,007.32 ✓	.00	
12541	ROBBINS SCHWARTZ	971473	0	LEGAL SERVICES (GENERAL MATTER) JANUARY	50.00 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					3,057.32	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
13073	OTTOSEN DINOLFO	4505	0	JANUARY HEARING COURT	1,269.00 ✓	.00	
12541	ROBBINS SCHWARTZ	971472	0	LEGAL SERVICES - PROSECUTIONS - JAN 2024	2,800.00 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					4,069.00	.00	
Total PUBLIC AFFAIRS:					7,126.32	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.299 OTHER CONTRACTUAL SERVICES							
10435	CIVICPLUS LLC	293134	0	CICIVREC SOFTWARE	17,127.94 ✓	.00	
13820	COMMEG SYSTEMS INC	24021002	0	TIMECLOCK SOFTWARE	306.00 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					17,433.94	.00	
Total MANAGER:					17,433.94	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40543456	0	LIENS-RELEASES RECORDED	171.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					171.00	.00	
Total COMMUNITY DEVELOPMENT:					171.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.205 POSTAGE							
11355	AMERICAN PRINTING TECHNOLOGIES	24-VP01-P	0	POSTAGE	5,000.00 ✓	.00	
Total 10.515.00.205 POSTAGE:					5,000.00	.00	
10.515.00.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	634972675 2/23	0	PHONE SERVICE; 2/1-2/29/24	1,011.17 ✓	.00	
12256	PEERLESS NETWORK	44761 2/24	0	PHONE SERVICE; 2/15-3/14/24	1,070.64 ✓	.00	
Total 10.515.00.210 TELEPHONE:					2,081.81	.00	
10.515.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	19,814.85 ✓	19,814.85	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	21,523.65 ✓	21,523.65	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	176.29 ✓	176.29	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	176.29 ✓	176.29	02/22/2024
Total 10.515.00.250 EMPLOYEE BENEFITS:					41,691.08	41,691.08	
10.515.00.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00894030	0	COPIERS/PRINTERS LEASE; 3/5-4/4/24	2,492.66 ✓	.00	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:					2,492.66	.00	
10.515.00.317 OFFICE SUPPLIES							
6423	GORDON FLESCH CO. INC	IN14550702	0	COPIER SUPPLIES	30.00 ✓	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					30.00	.00	
Total CENTRAL SERVICES:					51,295.55	41,691.08	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
8501	JOHNSON CONTROLS SECURITY SOLU	39724906	0	VH WIRELESS FIRE ALARM MONITORING	186.35 ✓	.00	
8501	JOHNSON CONTROLS SECURITY SOLU	39724907	0	MUSEUM WIRELESS FIRE ALARM	186.35 ✓	.00	
6334	STATE INDUSTRIAL PRODUCTS	903229781	0	PW AIR HANDLER PROGRAM	216.00 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					588.70	.00	
10.516.00.399 OTHER SUPPLIES							
6581	UNCOMMON USA INC	U1054878	0	6 VILLAGE FLAGS 3X5	530.00 ✓	.00	
Total 10.516.00.399 OTHER SUPPLIES:					530.00	.00	
Total BUILDINGS & GROUNDS:					1,118.70	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.299 OTHER CONTRACTUAL SERVICES							
4959	UNION PACIFIC RAILROAD CO	330595853	0	CY24 RIGHT OF WAY RENTAL LEASE AGREEMEN	1,200.00 ✓	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					1,200.00	.00	
10.517.00.399 OTHER SUPPLIES							
12303	TOTAL PARKING SOLUTIONS	106644	0	RECEIPT PAPER FOR CNW TERMINAL	360.00 ✓	.00	
Total 10.517.00.399 OTHER SUPPLIES:					360.00	.00	
Total COMMUTER PARKING LOT:					1,560.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION	4183565089	0	FLT UNIFORMS MATS TOWELS	67.87 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:					67.87	.00	
10.518.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	3,674.88 ✓	3,674.88	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	4,003.59 ✓	4,003.59	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	31.11 ✓	31.11	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	31.11 ✓	31.11	02/22/2024
Total 10.518.00.250 EMPLOYEE BENEFITS:					7,740.69	7,740.69	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	238933	0	PD193,194,198 SPARK PLUGS	118.62 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					118.62	.00	
10.518.00.315 INSPECTIONS AND SAFETY TESTS							
985	SUBURBAN DRIVELINE INC	69177	0	PW 48 SAFETY LANE INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	69196	0	PARKS 258 SAFETY LANE INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	69197	0	PARKS 264 SAFETY LANE INSPECTION	45.00 ✓	.00	
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:					135.00	.00	
Total GARAGE:					8,062.18	7,740.69	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
763	NORTH EAST MULTI-REGIONAL	345494	0	CLASS REGISTRATION/HANDGUN MOUNTED RE	200.00 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					200.00	.00	
10.520.01.210 TELEPHONE							
6298	VERIZON WIRELESS	9955611812	0	VERIZON	1,766.47 ✓	.00	
Total 10.520.01.210 TELEPHONE:					1,766.47	.00	
10.520.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	68,775.86 ✓	68,775.86	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	72,954.28 ✓	72,954.28	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	445.91 ✓	445.91	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	488.94 ✓	488.94	02/22/2024
Total 10.520.01.250 EMPLOYEE BENEFITS:					142,664.99	142,664.99	
10.520.01.263 POST RETIREMENT BENEFITS							
1877	BREGMAN, MARC	FEB 2024	0	POST RETIREMENT BENEFIT; FEB 2024	125.00 ✓	.00	
676	MCNAMARA, JAMES J	FEB 2024	0	POST RETIREMENT BENEFIT; FEB 2024	125.00 ✓	.00	
1713	SUBJECT, DAVID	FEB 2024	0	POST RETIREMENT BENEFIT; FEB 2024	125.00 ✓	.00	
1134	ZORICH, EDWARD	FEB 2024	0	POST RETIREMENT BENEFIT; FEB 2024	125.00 ✓	.00	
Total 10.520.01.263 POST RETIREMENT BENEFITS:					500.00	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
13472	FLOCK SAFETY	INV-31998	0	2 FLOCK CAMERAS	14,500.00 ✓	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					14,500.00	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
8576	ILLINOIS SECRETARY OF STATE	2-14-24	0	CONFIDENTIAL LICENSE PLATES FOR #148 NEW	151.00 ✓	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					151.00	.00	
10.520.09.301 UNIFORMS							
11870	P.F. PETTIBONE & CO.	185427	0	BADGE /PIN WALLET	258.95 ✓	.00	
Total 10.520.09.301 UNIFORMS:					258.95	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total POLICE:					160,041.41	142,664.99	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	5,201.52 ✓	5,201.52	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	5,606.16 ✓	5,606.16	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	31.11 ✓	31.11	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	31.11 ✓	31.11	02/22/2024
Total 10.521.01.250 EMPLOYEE BENEFITS:					10,869.90	10,869.90	
10.521.01.263 POST RETIREMENT BENEFITS							
6520	BLASKOVICH, ERIC	FEB 2024	0	POST RETIREMENT BENEFIT; FEB 2024	125.00 ✓	.00	
6085	SPARGER, JEFFREY	FEB 2024	0	POST RETIREMENT BENEFIT; FEB 2024	125.00 ✓	.00	
4899	VICELLI, LOUIS	FEB 2024	0	POST RETIREMENT BENEFIT; FEB 2024	125.00 ✓	.00	
Total 10.521.01.263 POST RETIREMENT BENEFITS:					375.00	.00	
10.521.01.303 DUES & PUBLICATIONS							
686	METROPOLITAN FIRE CHIEFS ASSN	BM2024	0	ANNUAL MEMBERSHIP MITSUKA	50.00 ✓	.00	
686	METROPOLITAN FIRE CHIEFS ASSN	SS2024	0	ANNUAL MEMBERSHIP STAPLETON	50.00 ✓	.00	
Total 10.521.01.303 DUES & PUBLICATIONS:					100.00	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
30	AIR ONE EQUIPMENT INC	202837	0	BREATHING AIR QUALITY TEST ST81	865.00 ✓	.00	
30	AIR ONE EQUIPMENT INC	202838	0	BREATHING AIR QUALITY TEST ST82	996.00 ✓	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					1,861.00	.00	
Total FIRE:					13,205.90	10,869.90	

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	01012024	0	HEALTH INSURANCE; JAN 2024	25,531.07 ✓	25,531.07	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	31,612.28 ✓	31,612.28	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	228.14 ✓	228.14	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	248.88 ✓	248.88	02/22/2024
Total 10.523.02.250 EMPLOYEE BENEFITS:					57,620.37	57,620.37	
Total AMBULANCE/PARAMEDIC:					57,620.37	57,620.37	

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	01012024	0	HEALTH INSURANCE; JAN 2024	25,350.30 ✓	25,350.30	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	22,001.69 ✓	22,001.69	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	124.44 ✓	124.44	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	124.44 ✓	124.44	02/22/2024
Total 10.525.01.250 EMPLOYEE BENEFITS:					47,600.87	47,600.87	
10.525.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100894030	0	COPIERS/PRINTERS LEASE; 3/5-4/4/24	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 1/202	0	1 S CENTRAL LITE RT/25; 1/9-2/7/24	632.67 ✓	.00	
13411	AEP ENERGY	3017246077 1/202	0	118 S VILLA AVE; 1/9-2/7/24	52.72 ✓	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					685.39	.00	
10.525.25.395 STREET SIGN MATERIALS							
12519	AVERY DENNISON CORP	61791749	0	4 INK CARTRIDGES	663.68 ✓	.00	
Total 10.525.25.395 STREET SIGN MATERIALS:					663.68	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	24788	0	HIGH PERFORMANCE COLD	320.00 ✓	.00	
326	DUPAGE MATERIALS COMPANY LLC.	24796	0	HIGH PERFORMANCE COLD	320.00 ✓	.00	
Total 10.525.27.342 ASPHALT MIX:					640.00	.00	
10.525.27.399 OTHER SUPPLIES							
847	PRO SAFETY INC	2/901230	0	PW PPE, SAFETY GLASSES, EAR PLUGS, SAFET	499.41 ✓	.00	
Total 10.525.27.399 OTHER SUPPLIES:					499.41	.00	
Total STREET:					50,260.08	47,600.87	
Total CORPORATE FUND:					551,551.43	489,750.48	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.202 TRAINING & CONFERENCES							
8852	BRY, JANET	012624	0	IPRA CONFERENCE; MEAL&TRAVEL	27.64 ✓	.00	
13925	PAULSEN, JULIANNA	IPRA 2024	0	REIMBURSEMENT FOR TRAVEL IPRA 2024	20.00 ✓	.00	
Total 35.502.01.202 TRAINING & CONFERENCES:					47.64	.00	
35.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	634972675 2/23	0	PHONE SERVICE; 2/1-2/29/24	237.84 ✓	.00	
12256	PEERLESS NETWORK	44761 2/24	0	PHONE SERVICE; 2/15-3/14/24	251.83 ✓	.00	
Total 35.502.01.210 TELEPHONE:					489.67	.00	
35.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	12,584.57 ✓	12,584.57	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	12,715.55 ✓	12,715.55	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	93.33 ✓	93.33	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	93.33 ✓	93.33	02/22/2024
Total 35.502.01.250 EMPLOYEE BENEFITS:					25,486.78	25,486.78	
35.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	I00894030	0	COPIERS/PRINTERS LEASE; 3/5-4/4/24	273.17 ✓	.00	
5067	GFC LEASING	I00894030	0	COPIERS/PRINTERS LEASE; 3/5-4/4/24	307.16 ✓	.00	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					580.33	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
8501	JOHNSON CONTROLS SECURITY SOLU	39724905	0	ICC WIRELESS FIRE ALARM MONITORING	186.35 ✓	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					186.35	.00	
35.502.35.311 PROGRAM SUPPLIES							
13924	CANAL CORRIDOR ASSOCIATION	07.30.24 DEP	0	DEPOSIT FOR 07/30/24 SENIOR TRIP	232.86 ✓	.00	
Total 35.502.35.311 PROGRAM SUPPLIES:					232.86	.00	
Total GENERAL:					27,023.63	25,486.78	
Total RECREATION FUND:					27,023.63	25,486.78	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	634972675 2/23	0	PHONE SERVICE; 2/1-2/29/24	43.12 ✓	.00	
12256	PEERLESS NETWORK	44761 2/24	0	PHONE SERVICE; 2/15-3/14/24	45.65 ✓	.00	
Total 36.502.01.210 TELEPHONE:					88.77	.00	
36.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	13,638.58 ✓	13,638.58	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	14,686.40 ✓	14,686.40	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	82.96 ✓	82.96	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	82.96 ✓	82.96	02/22/2024
Total 36.502.01.250 EMPLOYEE BENEFITS:					28,490.90	28,490.90	
36.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100894030	0	COPIERS/PRINTERS LEASE; 3/5-4/4/24	136.58 ✓	.00	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:					136.58	.00	
Total GENERAL:					28,716.25	28,490.90	
Total PARKS FUND:					28,716.25	28,490.90	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	634972675 2/23	0	PHONE SERVICE; 2/1-2/29/24	40.34 ✓	.00	
12256	PEERLESS NETWORK	44761 2/24	0	PHONE SERVICE; 2/15-3/14/24	42.71 ✓	.00	
Total 41.502.01.210 TELEPHONE:					83.05	.00	
Total GENERAL:					83.05	.00	
Total SWIMMING POOL FUND:					83.05	.00	

PAYMENT APPROVAL REPORT - BY GL NUMBER
Report dates: 6/1/2023-2/29/2024

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	01012024	0	HEALTH INSURANCE; JAN 2024	2,033.00 ✓	2,033.00	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	2,195.60 ✓	2,195.60	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	20.74 ✓	20.74	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	20.74 ✓	20.74	02/22/2024
Total 60.502.02.250 EMPLOYEE BENEFITS:					4,270.08	4,270.08	
60.502.10.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	53549	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I	9,402.40 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	0124012	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	1,472.14 ✓	.00	
Total 60.502.10.292 ENGINEERING SERVICES:					10,874.54	.00	
Total GENERAL:					15,144.62	4,270.08	
Total STREET IMPROVEMENT FUND:					15,144.62	4,270.08	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
782	O'HERRON CO INC, RAY	2324686	0	FIRE DC81 EMERGENCY LIGHTS	1,080.00 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					1,080.00	.00	
Total GENERAL:					1,080.00	.00	
Total EQUIPMENT REPLACEMENT FUND:					1,080.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
9265	COULTER, DANIEL	JANUARY 2024 CE	0	PERSONAL DEVICE REIMB; JANUARY 2024	24.99 ✓	.00	
9265	COULTER, DANIEL	JANUARY 2024 CE	0	USAGE REIMB; JANUARY 2024	24.99 ✓	.00	
13810	GRANITE TELECOMMUNICATIONS LLC	634972675 2/23	0	PHONE SERVICE; 2/1-2/29/24	29.21 ✓	.00	
12256	PEERLESS NETWORK	44761 2/24	0	PHONE SERVICE; 2/15-3/14/24	30.93 ✓	.00	
Total 82.502.01.210 TELEPHONE:					110.12	.00	
82.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	10,609.82 ✓	10,609.82	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	11,573.37 ✓	11,573.37	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	72.59 ✓	72.59	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	72.59 ✓	72.59	02/22/2024
Total 82.502.01.250 EMPLOYEE BENEFITS:					22,328.37	22,328.37	
82.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100894030	0	COPIERS/PRINTERS LEASE; 3/5-4/4/24	170.73 ✓	.00	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40543456	0	W,S,G LIENS/RELEASES	399.00 ✓	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					399.00	.00	
82.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421024 1/202	0	CORNELL PUMP STN; 1/9-2/7/24	1,043.94 ✓	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					1,043.94	.00	
82.502.02.292 ENGINEERING SERVICES							
8965	V3 COMPANIES OF ILLINOIS	0124012	0	MICHIGAN AND VERMONT PHASE III ENGINEER	2,293.81 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					2,293.81	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES							
4059	ASSOCIATED TECHNICAL SERVICES	38153	0	EMERGENCY LEAK LOCATION -109 N ADDISON R	900.00 ✓	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					900.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total GENERAL:					27,245.97	22,328.37	
Total WATER SUPPLY FUND:					27,245.97	22,328.37	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE							
13810	GRANITE TELECOMMUNICATIONS LLC	634972675 2/23	0	PHONE SERVICE; 2/1-2/29/24	29.21 ✓	.00	
12256	PEERLESS NETWORK	44761 2/24	0	PHONE SERVICE; 2/15-3/14/24	30.93 ✓	.00	
Total 83.502.01.210 TELEPHONE:					60.14	.00	
83.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012024	0	HEALTH INSURANCE; JAN 2024	3,668.11 ✓	3,668.11	02/16/2024
8224	BLUE CROSS BLUE SHIELD	02012024	0	HEALTH INSURANCE; FEB 2024	3,988.49 ✓	3,988.49	02/22/2024
5319	VISION SERVICE PLAN	819558826 ACCT 4	0	VISION PREMIUMS 40158419 1/2024	20.74 ✓	20.74	02/16/2024
5319	VISION SERVICE PLAN	819797005	0	VISION PREMIUMS 2.2024	20.74 ✓	20.74	02/22/2024
Total 83.502.01.250 EMPLOYEE BENEFITS:					7,698.08	7,698.08	
83.502.01.270 MAINT OF OFFICE EQUIPMENT							
5067	GFC LEASING	100894030	0	COPIERS/PRINTERS LEASE; 3/5-4/4/24	170.73 ✓	.00	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					170.73	.00	
83.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421013 1/202	0	WWFTF ; 1/9-2/7/24	4,235.42 ✓	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					4,235.42	.00	
83.502.02.292 ENGINEERING SERVICES							
6007	RJN GROUP INC	38270106	0	2023 SANITARY SEWER MASTER PLAN UPDATE	30,290.00 ✓	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					30,290.00	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES							
12994	CONCENTRIC INTEGRATION LLC	0255972	0	REPAIRS & PROGRAMMING AT WWFTF	487.50 ✓	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					487.50	.00	
83.502.04.292 ENGINEERING SERVICES							
10841	BURKE ENGINEERING LTD, CHRISTOPH	189895	0	WASHINGTON STREET SEWER SEPARATION - P	787.50 ✓	.00	
Total 83.502.04.292 ENGINEERING SERVICES:					787.50	.00	
Total GENERAL:					43,729.37	7,698.08	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total WASTEWATER FUND:					43,729.37	7,698.08	
Grand Totals:					694,574.32	578,024.69	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>551,551.43</u>
RECREATION FUND	
Total RECREATION FUND:	<u>27,023.63</u>
PARKS FUND	
Total PARKS FUND:	<u>28,716.25</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>83.05</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>15,144.62</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>1,080.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>27,245.97</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>43,729.37</u>
Grand Totals:	<u><u>694,574.32</u></u>

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

DATE 2/22/24 APPROVED BY Charles Hays
[Signature]

Amount Paid

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0226 CY2024","0216 INT CY2024","0222 INT CY2024"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 11, 2024

Covering weekly check runs dated for:

February 26, 2024/CY23.....\$50,521.28

2 of 2

Report Criteria:
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0226 CY2023","0216 INT CY2023","0220 INT CY2023"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
8151	GARDINER KOCH WEISBERG	REISSUE 16753	0	LEGAL SERVICES - WAWAK	2,103.59 ✓	2,103.59	02/16/2024
Total 10.511.00.211 LEGAL SERVICES:					2,103.59	2,103.59	
Total PUBLIC AFFAIRS:					2,103.59	2,103.59	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.223 WATER & SEWER SERVICE							
905	SALT CREEK SANITARY DISTRICT	5150060 12/2023	0	MUSEUM; 8/15/23-11/15/23	31.00✓	31.00	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150065 12/2023	0	100 S. VILLA AVE.; 8/15/23-11/15/23	10.91 ✓	10.91	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150070 12/2023	0	FIRE #81; 8/15/23-11/15/23	236.11 ✓	236.11	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150150 12/2023	0	FIRE #82; 8/15/23-11/15/23	125.29✓	125.29	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150180 12/2023	0	PW STORAGE BLDG; 8/15/23-11/15/23	10.85✓	10.85	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150190 12/2023	0	VILLAGE HALL; 8/15/23-11/15/23	75.66✓	75.66	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150200 12/2023	0	PARKS GARAGE; 8/15/23-11/15/23	66.00✓	66.00	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150210 12/2023	0	PW GARAGE; 8/15/23-11/15/23	38.00✓	38.00	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150230 12/2023	0	VEH MAINT; 8/15/23-11/15/23	38.00✓	38.00	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150245 12/2023	0	CENTRAL PUMP STATION; 8/15/23-11/15/23	47.72 ✓	47.72	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150250 12/2023	0	PUBLIC WORKS; 8/15/23-11/15/23	129.00✓	129.00	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150260 12/2023	0	POLICE STATION; 8/15/23-11/15/23	256.17✓	256.17	02/16/2024
Total 10.516.00.223 WATER & SEWER SERVICE:					1,064.71	1,064.71	
Total BUILDINGS & GROUNDS:					1,064.71	1,064.71	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.223 WATER & SEWER SERVICE							
905	SALT CREEK SANITARY DISTRICT	5150170 12/2023	0	METRA STN; 8/15/23-11/15/23	67.98 ✓	67.98	02/16/2024
Total 10.517.00.223 WATER & SEWER SERVICE:					67.98	67.98	
Total COMMUTER PARKING LOT:					67.98	67.98	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.25.395 STREET SIGN MATERIALS							
12519	AVERY DENNISON CORP	61789094	0	4 INK CARTRIDGES	735.36	.00	
Total 10.525.25.395 STREET SIGN MATERIALS:					735.36	.00	
10.525.27.299 OTHER CONTRACTUAL SERVICES							
6317	YORK TOWNSHIP HIGHWAY DEPT	2-2023	0	2022-2023 SNOW REMOVAL	7,000.00	.00	
Total 10.525.27.299 OTHER CONTRACTUAL SERVICES:					7,000.00	.00	
Total STREET:					7,735.36	.00	
Total CORPORATE FUND:					10,971.64	3,236.28	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.299 OTHER CONTRACTUAL SERVICES							
5728	CIVILTECH ENGINEERING INC	53437	0	TRI-TRAIL CONNECTOR PROJECT PHASE II ENGI	336.42 ✓	.00	
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:					336.42	.00	
Total GENERAL:					336.42	.00	
Total TIF 5 FUND - KENILWORTH:					336.42	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.16.223 WATER & SEWER SERVICE							
905	SALT CREEK SANITARY DISTRICT	5150030 12/2023	0	ROTARY PK RESTROOMS; 8/15/23-11/15/23	14.50 ✓	14.50	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150120 12/2023	0	ICC; 8/15/23-11/15/23	185.00 ✓	185.00	02/16/2024
Total 35.502.16.223 WATER & SEWER SERVICE:					199.50	199.50	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
6763	SMITH, VIOLET R	03.27.23	0	CY23 WINTER/SPRING CONTRACTUAL YOGA INS	487.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					487.00	.00	
Total GENERAL:					686.50	199.50	
Total RECREATION FUND:					686.50	199.50	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.223 WATER & SEWER SERVICE							
905	SALT CREEK SANITARY DISTRICT	5150010 12/2023	0	THE DEPOT; 8/15/23-11/15/23	37.82 ✓	37.82	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150110 12/2023	0	N TERR PARK; 8/15/23-11/15/23	17.00 ✓	17.00	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150165 12/2023	0	TWIN LAKES; 8/15/23-11/15/23	28.61 ✓	28.61	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150220 12/2023	0	PK GARAGE #2; 8/15/23-11/15/23	33.82 ✓	33.82	02/16/2024
Total 36.502.01.223 WATER & SEWER SERVICE:					117.25	117.25	
Total GENERAL:					117.25	117.25	
Total PARKS FUND:					117.25	117.25	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.223 WATER & SEWER SERVICE							
905	SALT CREEK SANITARY DISTRICT	5150130 12/2023	0	JEFF POOL; 8/15/23-11/15/23	575.10 ✓	575.10	02/16/2024
905	SALT CREEK SANITARY DISTRICT	5150140 12/2023	0	JEFF POOL FLTR; 8/15/23-11/15/23	467.91 ✓	467.91	02/16/2024
Total 41.502.01.223 WATER & SEWER SERVICE:					1,043.01	1,043.01	
Total GENERAL:					1,043.01	1,043.01	
Total SWIMMING POOL FUND:					1,043.01	1,043.01	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.03.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	INV-0004382777	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	1,320.32 ✓	.00	
Total 60.502.03.292 ENGINEERING SERVICES:					1,320.32	.00	
60.502.10.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	53404	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I	4,318.65 ✓	.00	
5728	CIVILTECH ENGINEERING INC	53587	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I	1,094.70 ✓	.00	
1476	TRANSYSTEMS CORPORATION	07-4324004	0	PHASE I VILLA AVENUE BRIDGE IMPROVEMENT	1,688.10 ✓	.00	
1476	TRANSYSTEMS CORPORATION	08-4364188	0	PHASE I VILLA AVENUE BRIDGE IMPROVEMENT	7,675.90 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	1223184	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	1,810.46 ✓	.00	
Total 60.502.10.292 ENGINEERING SERVICES:					16,587.81	.00	
Total GENERAL:					17,908.13	.00	
Total STREET IMPROVEMENT FUND:					17,908.13	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13891	GC ROOFING LLC	REISSUE 713-05-C	0	LIONS REC CENTER OCTOBER '23 CONSTRUCTI	13,862.00	✓ 13,862.00	02/20/2024
Total 67.502.02.401 CAPITAL OUTLAY:					13,862.00	13,862.00	
Total GENERAL:					13,862.00	13,862.00	
Total BUILDING IMPROVEMENTS FUND:					13,862.00	13,862.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
9265	COULTER, DANIEL	DECEMBER 2023	0	PERSONAL DEVICE REIMB; DECEMBER 2023	24.99 ✓	.00	
9265	COULTER, DANIEL	DECEMBER 2023	0	USAGE REIMB; DECEMBER 2023	24.99 ✓	.00	
Total 82.502.01.210 TELEPHONE:					49.98	.00	
82.502.02.223 WATER & SEWER SERVICE							
905	SALT CREEK SANITARY DISTRICT	5150240 12/2023	0	WTR/SWR; 8/15/23-11/15/23	26.25 ✓	26.25	02/16/2024
Total 82.502.02.223 WATER & SEWER SERVICE:					26.25	26.25	
82.502.02.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	INV-0004382777	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	1,467.92 ✓	.00	
8965	V3 COMPANIES OF ILLINOIS	1223184	0	MICHIGAN AND VERMONT PHASE III ENGINEERI	2,820.92 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					4,288.84	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES							
13002	PRECISE MRM LLC	200-1047070	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					530.00	.00	
Total GENERAL:					4,895.07	26.25	
Total WATER SUPPLY FUND:					4,895.07	26.25	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.02.292 ENGINEERING SERVICES							
1476	TRANSYSTEMS CORPORATION	INV-0004382777	0	IOWA & VERMONT IMPROVEMENT PROJECT PHA	171.26 ✓	.00	
Total 83.502.02.292 ENGINEERING SERVICES:					171.26	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES							
13002	PRECISE MRM LLC	200-1047070	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY	530.00 ✓	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					530.00	.00	
Total GENERAL:					701.26	.00	
Total WASTEWATER FUND:					701.26	.00	
Grand Totals:					50,521.28	18,484.29	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>10,971.64</u>
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	<u>336.42</u>
RECREATION FUND	
Total RECREATION FUND:	<u>686.50</u>
PARKS FUND	
Total PARKS FUND:	<u>117.25</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>1,043.01</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>17,908.13</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>13,862.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>4,895.07</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>701.26</u>
Grand Totals:	<u><u>50,521.28</u></u>

Amount Paid

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

DATE 2/22/24 APPROVED BY Charles Howard
M. Hulse

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0226 CY2023","0216 INT CY2023","0220 INT CY2023"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 11, 2024

Covering weekly check runs dated for:

March 4, 2024/CY24 \$399,420.31

1 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0304 CY2024","0223 INT CY2024","0226 INT CY2024","0227 INT CY2024"

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		03012024	0	HEALTH INSURANCE; MARCH 2024	28,272.00	28,272.00	02/26/2024
Total 10.130204 GROUP INSURANCE REC:					28,272.00	28,272.00	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
8224 BLUE CROSS BLUE SHIELD		03012024	0	HEALTH INSURANCE; MARCH 2024	13,260.54	13,260.54	02/26/2024
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					13,260.54	13,260.54	
10.210028 EMPLOYEE HEALTH INS. DED.							
8224 BLUE CROSS BLUE SHIELD		03012024	0	HEALTH INSURANCE; MARCH 2024	41,667.19	41,667.19	02/26/2024
Total 10.210028 EMPLOYEE HEALTH INS. DED.:					41,667.19	41,667.19	
10.210508 ESCROW: P. W. PROJECTS							
13929 TRUSTY PLUMBING		BOND RELEASE 2	0	BOND RELEASE FOR 230 E WASHINGTON	1,200.00	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					1,200.00	.00	
10.210515 DELTA DENTAL RESERVE							
8224 BLUE CROSS BLUE SHIELD		03012024	0	HEALTH INSURANCE; MARCH 2024	6,155.47	6,155.47	02/26/2024
Total 10.210515 DELTA DENTAL RESERVE:					6,155.47	6,155.47	
10.43100 BUILDING PERMITS							
8676 SIGNARAMA		PRSG202301898	0	REFUND PRSG202301898	355.00	.00	
Total 10.43100 BUILDING PERMITS:					355.00	.00	
10.45128 MISCELLANEOUS REVENUE							
10486 BMO HARRIS MASTERCARD		0703736-2401 CY2	0	PERSONAL PURCHASE VILLAGE REIMBURSED	6.59	.00	
Total 10.45128 MISCELLANEOUS REVENUE:					6.59	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total :					90,916.79	89,355.20	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
7835	STORINO RAMELLO & DURKIN	90466	0	LEGAL SERVICE - TIF 4 - JANUARY 2024	585.00	.00	-
7835	STORINO RAMELLO & DURKIN	90564	0	LEGAL SERVICE - GENERAL MATTERS - JAN 2024	12,247.69	.00	-
7835	STORINO RAMELLO & DURKIN	90567	0	LEGAL SERVICE - TOWERCO - JAN 2024	7,190.89	.00	-
Total 10.511.00.211 LEGAL SERVICES:					20,023.58	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	METRA INTERNET SERVICE; JANUARY 2024	281.85	.00	-
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STRATEGIC PLAN RESIDENT SURVEY FACEBOO	50.00	.00	-
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STRATEGIC PLAN RESIDENT SURVEY FACEBOO	50.00	.00	-
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STRATEGIC PLANNING FOCUS GROUPS - SNACK	83.88	.00	-
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					465.73	.00	
10.511.00.656 FIRE & POLICE COMMISSION							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FIREFIGHTER EMPLOYMENT AD	280.00	.00	-
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FIREFIGHTER EMPLOYMENT AD	348.00	.00	-
Total 10.511.00.656 FIRE & POLICE COMMISSION:					628.00	.00	
Total PUBLIC AFFAIRS:					21,117.31	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	IPELRA MEMBERSHIP RENEWAL	230.00	.00	—
Total 10.512.00.202 TRAINING & CONFERENCES:					230.00	.00	
10.512.00.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	192370542 1/24	0	PHONE SERVICE; 1/15-2/14/24	2,732.39	.00	—
12951	COMCAST INTERNET	194819986 2/24	0	PHONE SERVICE; 2/15-3/14/24	2,773.37	.00	—
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					5,505.76	.00	
10.512.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MONTHLY SUBSCRIPTION - PRIME	14.99	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CELL PHONE CASE, SCREEN PROTECTORS	30.93	.00	—
Total 10.512.00.399 OTHER SUPPLIES:					45.92	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	USB SPEAKERS, WIRELESS KEYBOARD	64.88	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WEB CAM, WIRELESS KEYBOARD	95.32	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LAPTOP DOCKING STATIONS	304.92	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	REMOTE MANAGEMENT SOFTWARE	1,762.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WIRELESS ACCESS POINTS	282.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LAPTOP CHARGERS	94.62	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	RETURN OLD PHONE SYSTEM EQUIPMENT	15.73	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WEBCAM,CABLES	135.68	.00	—
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					2,755.15	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ADOBE RENEWAL - S BARAJAS	259.07	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ADOBE RENEWAL - M MCLAUGHLIN	254.87	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFF-SITE DATA STORAGE	312.73	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	RENEWAL	119.88	.00	—
6849	CURRENT TECHNOLOGIES CORP	733582	0	IT CONSULTANT	41.25	.00	—
13759	HEARTLAND BUSINESS SYSTEMS LLC	675692	0	MITEL PHONE SUPPORT	1,850.00	.00	—
11629	PROCOM ENTERPRISES LTD	803084	0	ALARM.COM DOOR ACCESS CONTROL	36.00	.00	—
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					2,873.80	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total MANAGER:					11,410.63	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	IPELRA LABOR RELATIONS WORKSHOP	295.00	.00	—
5529	IGFOA	02202024	0	WEBINAR-UNCLAIMED PROPERTY REPORTING;	20.00	.00	
Total 10.513.00.202 TRAINING & CONFERENCES:					315.00	.00	
10.513.00.299 OTHER CONTRACTUAL SERVICES							
12029	MGT OF AMERICA CONSULTING	MGT35278	0	CONTRACTED FINANCE DIRECTOR; W/E 1/20/24	8,176.00	.00	—
12029	MGT OF AMERICA CONSULTING	MGT35355	0	CONTRACTED FINANCE DIRECTOR; W/E 2/3/24 &	8,176.00	.00	—
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					16,352.00	.00	
Total FINANCE:					16,667.00	.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	0703736-2401 CY2	0	PERMIT TECH CLASS - K KARL	195.00	.00	—
Total 10.514.00.202 TRAINING & CONFERENCES:					195.00	.00	
10.514.00.289 INSPECTORS FEES							
6676	B & F CONSTRUCTION CODE SERVICES	18903	0	JANUARY INSPECTIONS	100.00	.00	—
Total 10.514.00.289 INSPECTORS FEES:					100.00	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES							
192	DUPAGE COUNTY RECORDER	40549788	0	CD LIENS AND RELEASES	1,254.00	.00	—
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					1,254.00	.00	
10.514.00.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	2024 DUES M MCLAUGHLIN	926.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CED DEPUTY DIRECTOR ADD	295.00	.00	—
Total 10.514.00.303 DUES & PUBLICATIONS:					1,221.00	.00	
10.514.00.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE CHAIRS - CD	2,390.40	.00	—
Total 10.514.00.317 OFFICE SUPPLIES:					2,390.40	.00	
10.514.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WINDOW PRIVACY FILM	13.18	.00	—
Total 10.514.00.399 OTHER SUPPLIES:					13.18	.00	
Total COMMUNITY DEVELOPMENT:					5,173.58	.00	

PAYMENT APPROVAL REPORT - BY GL NUMBER
Report dates: 6/1/2023-3/31/2024

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.205 POSTAGE							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	POSTAGE	9.65	.00	—
Total 10.515.00.205 POSTAGE:					9.65	.00	
10.515.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	03012024	0	HEALTH INSURANCE; MARCH 2024	17,659.45	17,659.45	02/26/2024
Total 10.515.00.250 EMPLOYEE BENEFITS:					17,659.45	17,659.45	
10.515.00.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WALL CLOCK FOR VMO	71.82	.00	✓
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BINDERS	48.32	.00	✓
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PENS, SHEET PROTECTORS	88.70	.00	✓
Total 10.515.00.317 OFFICE SUPPLIES:					208.84	.00	
Total CENTRAL SERVICES:					17,877.94	17,659.45	

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 1/2	0	100 S VILLA ;1/4-2/2/24	542.84	.00	—
765	NICOR GAS	39-44-49-5900 9 1/2	0	MUSEUM;1/4-2/2/24	440.91	.00	—
765	NICOR GAS	70-22-77-0234 0 1/2	0	POLICE STN;1/4-2/2/24	822.10	.00	—
Total 10.516.00.220 UTILITY - GAS:					1,805.85	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CORP PESTICIDE SERVICES	255.00	.00	—
11582	P A CRIMSON FIRE RISK SERVICES	30515	0	STATION 81 BACKFLOW TEST	340.00	.00	—
11582	P A CRIMSON FIRE RISK SERVICES	30516	0	STATION 82 BACKFLOW TEST	510.00	.00	—
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					1,105.00	.00	
10.516.00.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FLOOR MATS PW	439.70	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	HOME AVE SUPPLIES	1,433.55	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	JANITORIAL SUPPLIES	169.99	.00	—
Total 10.516.00.314 JANITORIAL SUPPLIES:					2,043.24	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BUILDING SUPPLIES	52.94	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DESK FLOOR MATS PD	366.20	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GARAGE DOOR OPENERS	141.98	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WATER FILTERS	191.33	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FD81 SUPPLIES	86.55	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FD81 LIGHTS, TILES, SUPPLIES	787.99	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FD81 PAINT SUPPLIES	127.76	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FD81 PAINT SUPPLIES	57.04	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FD81 PAINT SUPPLIES	244.35	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FD81 FLOOR BASE	120.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PAINT BROOM	65.98	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW LIGHTS AND CEILING TILES	117.22	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	THERMO COUPLINGS FOR WET WEATHER FACIL	51.97	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LIGHTS FOR STATION 81	279.88	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	KEYS MADE FOR WET WEATHER FACILITY	49.50	.00	—
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					2,740.69	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TOLLWAY	2.30	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	NEW IPASS - CORP VEHICLE	10.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BATTERIES FOR PANIC BUTTONS	17.99	.00	
Total 10.516.00.399 OTHER SUPPLIES:					30.29	.00	
Total BUILDINGS & GROUNDS:					7,725.07	.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 1/2	0	METRA STATION;1/4-2/2/24	346.09	.00	
Total 10.517.00.220 UTILITY - GAS:					346.09	.00	
10.517.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	METRA PESTICIDE SERVICES	45.00	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					45.00	.00	
Total COMMUTER PARKING LOT:					391.09	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION	4184287784	0	FLT UNIFORM & TOWELS	54.07	.00	—
Total 10.518.00.215 SHOP SERVICES:					54.07	.00	
10.518.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	03012024	0	HEALTH INSURANCE; MARCH 2024	1,028.25	1,028.25	02/26/2024 →
Total 10.518.00.250 EMPLOYEE BENEFITS:					1,028.25	1,028.25	
10.518.00.302 CHEMICALS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WINDOW WASHER FLUID 2 CASES	114.96	.00	↔
Total 10.518.00.302 CHEMICALS:					114.96	.00	
10.518.00.309 GAS & DIESEL FUEL							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DIESEL EXHAUST FLUID 8 JUGS	154.48	.00	—
Total 10.518.00.309 GAS & DIESEL FUEL:					154.48	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW 95 FUEL SOLENOID AND O RINGS	346.52	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW 94 PASSENGER WINDOW MOTOR	34.70	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STOCK OIL FILTERS (6) FOR DURANGOS	15.72	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	POLICE 149 BATTERY CORE CREDIT	169.39	.00	→
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	POLICE 149 BATTERY	60.07	.00	←
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STOCK TIRE VALVE STEMS AND WHEEL WEIGHT	22.00-	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	POLICE 190 FRONT BRAKE PAD SET	112.71	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STOCK MISC FILTERS	96.56	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FLEET 32 FRONT END ALIGNMENT	68.95	.00	↔
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STOCK MODULE FOR WESTERN PLOWS	202.41	.00	↔
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW94 MIRROR,081 SPARK PLUGS , STOCK SPAR	100.17	.00	↔
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW 45 FUEL FILTERS (2)	76.66	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	POLICE 196 BATTERY	145.95	.00	↔
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW 25 REAR SPRINGS, REAR WALKING BEAM BU	4,027.27	.00	↔
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW 61 PLOW MODULE	242.63	.00	↔
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PUSH BUTTON SWITCHS FOR STOCK POLICE SE	26.37	.00	↔
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW 48 REPLACEMENT FRONT TIRES	1,298.50	.00	↔
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW 94 DIMMER SWITCH	37.25	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WATER PUMP FOR SALT TRUCK PRE-WET SYST	150.20	.00	↔
13651	BRAD MANNING FORD INC	239235	0	PD 198 EGR VALVE	117.99	.00	↔

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
13651	BRAD MANNING FORD INC	239979	0	POLICE EXPLORERS BRAKE PADS	209.41	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					7,517.43	.00	
10.518.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WEBCAM	39.99	.00	
Total 10.518.00.399 OTHER SUPPLIES:					39.99	.00	
Total GARAGE:					8,909.18	1,028.25	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ANTI-FATIGUE MAT	26.98	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	NAMEPLATE SIGN HOLDERS	67.99	.00	
Total 10.519.00.399 OTHER SUPPLIES:					94.97	.00	
Total ENGINEERING:					94.97	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DRY ERASE WHITEBOARD	68.09	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	SCANNER & PRINTER CABLE	412.98	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CONFERENCE FEE	480.00	.00	—
12826	HALL, BRITTANY	2-14-24	0	AUTO SHOW-CAR SAFETY	25.00	.00	—
6516	HRUBY, BRYAN	1-22-2024	0	MEAL REIMBURSEMENTS; 1/22-2/2/24	165.82	.00	—
Total 10.520.01.202 TRAINING & CONFERENCES:					1,151.89	.00	
10.520.01.210 TELEPHONE							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CAR CHARGER	107.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PHONE CASE	18.99	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PHONE CASE	97.97	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PD INTERNET & CABLE JAN 2024	42.16	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PHONE CASE PHONE CHARGER	47.99	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PHONE CASE	16.98	.00	—
Total 10.520.01.210 TELEPHONE:					331.09	.00	
10.520.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	03012024	0	HEALTH INSURANCE; MARCH 2024	74,257.44	74,257.44	02/26/2024
Total 10.520.01.250 EMPLOYEE BENEFITS:					74,257.44	74,257.44	
10.520.01.299 OTHER CONTRACTUAL SERVICES							
12746	PACE SYSTEMS INC	IN00056712	0	PACE SCHEDULER SOFTWARE 2/1/24-1/29/25	3,450.00	.00	—
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					3,450.00	.00	
10.520.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TONER CARTRIDGE	149.54	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRIORITY MAIL -LAW FIRM	9.65	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	COPY PAPER CALENDAR	93.96	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MONTHLY DESK CALENDAR	25.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRIORITY MAIL-ILLINOIS CAFÉ & SERVICE	9.65	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CORNER DESK CONVERTER	170.99	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PENDAFLEX FILE FOLDERS	84.27	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STANDING DESK MAT	52.94	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE SUPPLIES	19.84	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MUG W/HOOP NOVELTY-REPLCMNT FOR SGT EA	30.95	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE SUPPLIES	34.15	.00	—

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.01.317 OFFICE SUPPLIES:					680.94	.00	
10.520.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BUILDING KEYS	78.75	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BUILDING KEYS	87.50	.00	
Total 10.520.01.399 OTHER SUPPLIES:					166.25	.00	
10.520.01.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DOG FOOD -K9 LUKE	96.85	.00	
Total 10.520.01.402 NON-CAPITAL OUTLAY:					96.85	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DETECTIVE BACKGROUND CHECK SERVICES-D	89.60	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MISSED TOLL PAYMENT	7.50	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MISSED TOLL PAYMENT	6.40	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MISSED TOLL PAYMENT	2.40	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CREDIT CHECK FOR INVESTIGATIONS-JANUARY	30.90	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					136.80	.00	
10.520.08.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DETECTIVE RING MONTHLY PAYMENT 1.21.24 -2.	3.99	.00	
Total 10.520.08.399 OTHER SUPPLIES:					3.99	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	JANUARY CAR WASHES	36.99	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					36.99	.00	
10.520.09.301 UNIFORMS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PINS FOR THE 2024 AWARDS CEREMONY	456.00	.00	
Total 10.520.09.301 UNIFORMS:					456.00	.00	
10.520.09.333 RANGE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	RANGE SUPPLIES & AMMUNITION	43.98	.00	
782	O'HERRON CO INC, RAY	2325928	0	RANGE SUPPLIES	1,485.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.09.333 RANGE SUPPLIES:					1,528.98	.00	
Total POLICE:					82,297.22	74,257.44	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	INSPECTOR CLASS- CRIMMINS	30.00	.00	
Total 10.521.01.202 TRAINING & CONFERENCES:					30.00	.00	
10.521.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	03012024	0	HEALTH INSURANCE; MARCH 2024	2,573.46	2,573.46	02/26/2024
Total 10.521.01.250 EMPLOYEE BENEFITS:					2,573.46	2,573.46	
10.521.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	(11) MDT AND (7) IPADS MNTHLY SRVC	500.24	.00	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					500.24	.00	
10.521.01.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ICC CODE SUBSCRIPTIONS	220.15	.00	
Total 10.521.01.303 DUES & PUBLICATIONS:					220.15	.00	
10.521.01.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DISHWASHER TABLETS	217.60	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TOWELS, TOILET PAPER, MOPHEADS	342.20	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					559.80	.00	
10.521.01.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TOUCH UP CUPS FOR PAINT	16.99	.00	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					16.99	.00	
10.521.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CAMBRIDGE BUSINESS NOTEBOOKS	37.76	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STORAGE TOTE , EASY OFF	33.42	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	SELF INKING RED STAMP	6.92	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PENS, PLANNER	11.88	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE SIGN HOLDER, TACKS	19.54	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BANKER BOXES	99.36	.00	
Total 10.521.01.317 OFFICE SUPPLIES:					208.88	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ICE STORM APPRECIATION REFRESHMENTS	106.40	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WATER, COKE, COFFEE SUPPLIES	46.79	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICER'S PLANING MEETING	124.96	.00	—
Total 10.521.01.399 OTHER SUPPLIES:					278.15	.00	
10.521.21.311 PROGRAM SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BLS PROVIDER, PALS PROVIDER CARDS	343.20	.00	—
Total 10.521.21.311 PROGRAM SUPPLIES:					343.20	.00	
10.521.22.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	SAR TACTICAL 2 HELMETS RED	759.27	.00	—
Total 10.521.22.399 OTHER SUPPLIES:					759.27	.00	
Total FIRE:					5,490.14	2,573.46	

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	03012024	0	HEALTH INSURANCE; MARCH 2024	26,013.43	26,013.43	02/26/2024
Total 10.523.02.250 EMPLOYEE BENEFITS:					26,013.43	26,013.43	
10.523.02.301 UNIFORMS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FIREGROUND ID TAGS	14.60	.00	
Total 10.523.02.301 UNIFORMS:					14.60	.00	
Total AMBULANCE/PARAMEDIC:					26,028.03	26,013.43	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13205	KUUSAKOSKI US LLC	A-11931	0	ELECTRONIC RECYCLING	1,222.13	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					1,222.13	.00	
Total GARBAGE:					1,222.13	.00	

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	03012024	0	HEALTH INSURANCE; MARCH 2024	18,860.70	18,860.70	02/26/2024
Total 10.525.01.250 EMPLOYEE BENEFITS:					18,860.70	18,860.70	
10.525.01.261 INSURANCE CLAIM LOSSES							
4855	WRECK ROOM INC, THE	29324	0	PW# 8 REPAIRS	1,122.30	.00	
Total 10.525.01.261 INSURANCE CLAIM LOSSES:					1,122.30	.00	
10.525.25.299 OTHER CONTRACTUAL SERVICES							
5356	H & H ELECTRIC COMPANY	43122	0	JANUARY TRAFFIC SIGNAL MAINTENANCE	624.00	.00	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:					624.00	.00	
10.525.25.395 STREET SIGN MATERIALS							
10422	AMERICAN TRAFFIC SAFETY	96537	0	24"X50 YD ENG REFL WHITE PET	732.00	.00	
11820	TAPCO	1771268	0	5 - BLINKERSIGN, R1-1, 30" STOP, DG3, SOLAR SI	7,449.50	.00	
Total 10.525.25.395 STREET SIGN MATERIALS:					8,181.50	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	24799	0	HIGH PERFORMANCE COLD	334.00	.00	
Total 10.525.27.342 ASPHALT MIX:					334.00	.00	
10.525.27.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PW 14 TRAILER HITCH	263.53	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GAS CAN	35.98	.00	
Total 10.525.27.399 OTHER SUPPLIES:					299.51	.00	
Total STREET:					29,422.01	18,860.70	
Total CORPORATE FUND:					324,158.09	229,747.93	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	90565	0	LEGAL SERVICE - NORTH ARDMORE (TIF 6)	9,098.69	.00	—
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:					9,098.69	.00	
Total GENERAL:					9,098.69	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:					9,098.69	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.299 OTHER CONTRACTUAL SERVICES							
7835	STORINO RAMELLO & DURKIN	90566	0	LEGAL SERVICE - (TIF 5)	390.00	.00	
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:					390.00	.00	
Total GENERAL:					390.00	.00	
Total TIF 5 FUND - KENILWORTH:					390.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	IPRA ANNUAL MEMBERHSIP	265.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	IPRA CONFERENCE REGISTRATION	300.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	2024 IAPD/IPRA SOARING TO NEW HEIGHTS CON	300.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TRAIN TRAVEL TO IPRA CONFERENCE 1/26/2024	10.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	IPRA CONFERENCE REGISTRATION: J PAULSEN	250.00	.00	—
Total 35.502.01.202 TRAINING & CONFERENCES:					1,125.00	.00	
35.502.01.205 POSTAGE							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LEASE-ICC POSTAGE METER	148.29	.00	—
688	POSTMASTER	021624	0	POSTAGE FOR GOLDEN TIMES	350.00	.00	—
Total 35.502.01.205 POSTAGE:					498.29	.00	
35.502.01.210 TELEPHONE							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CABLE BOX RENTAL ICC	8.42	.00	—
Total 35.502.01.210 TELEPHONE:					8.42	.00	
35.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	03012024	0	HEALTH INSURANCE; MARCH 2024	9,308.62	9,308.62	02/26/2024
Total 35.502.01.250 EMPLOYEE BENEFITS:					9,308.62	9,308.62	
35.502.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ANNUAL MUSIC LICENSE	308.22	.00	—
Total 35.502.01.299 OTHER CONTRACTUAL SERVICES:					308.22	.00	
35.502.01.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CPRP RENEWAL FEE	70.00	.00	—
Total 35.502.01.303 DUES & PUBLICATIONS:					70.00	.00	
35.502.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PENS, DOUBLE-SIDED TAPE, CORK BOARD STRI	67.17	.00	—
1818	GARVEY'S OFFICE PRODUCTS	PINV2532505	0	ICC OFFICE SUPPLIES	32.11	.00	—
Total 35.502.01.317 OFFICE SUPPLIES:					99.28	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.16.220 UTILITY - GAS							
765	NICOR GAS	47-30-07-8760 4 1/2	0	ICC;1/4-2/2/24	2,232.56	.00	—
Total 35.502.16.220 UTILITY - GAS:					2,232.56	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	REC PESTICIDE SERVICES	230.00	.00	—
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					230.00	.00	
35.502.16.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ICC SUPPLIES	386.10	.00	—
Total 35.502.16.314 JANITORIAL SUPPLIES:					386.10	.00	
35.502.35.334 RESALE ITEMS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DANCE RECITAL COSTUMES	56.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DANCE RECITAL COSTUMES	83.65	.00	—
Total 35.502.35.334 RESALE ITEMS:					139.65	.00	
35.502.36.297 OFFICIATING SERVICES							
7779	PANEK, BRIAN	012924	0	CY24 REFEREE SERVICE FOR YOUTH BASKETB	86.00	.00	—
Total 35.502.36.297 OFFICIATING SERVICES:					86.00	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	RAINOUTLINE SUBSCRIPTION	399.00	.00	—
6877	KANTOR, GARY	03.02.24	0	KIDS ENTERTAINMENT FOR BEAM SIGNING EVE	350.00	350.00	02/27/2024
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					749.00	350.00	
35.502.36.311 PROGRAM SUPPLIES							
13928	AARON ENTERTAINMENT	041224	0	DJ SERVICES PRINCESS BALL 041224	375.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LET'S DO LUNCH CARRYOUT	175.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GROCERIES-JANUARY BIRTHDAY BINGO	17.78	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DONUTS-12/27 DONUT BINGO	23.92	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GROCERIES-JANUARY BIRTHDAY BINGO	165.70	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DEPOSIT REFUND FOR CANCELLED TRIP	100.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GROCERIES-JANUARY BIRTHDAY BINGO	113.74	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DONUTS-1/3 DONUT BINGO	32.70	.00	—

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRIZES-JANUARY BINGO PROGRAMS	160.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BINGO PRIZES	17.75	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GROCERIES-JANUARY BIRTHDAY BINGO	15.63	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	COFFEE PERCOLATOR-SENIORS	55.99	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	EGGS-EASTER EGG HUNTS	155.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRIZES-JANUARY BINGO PROGRAMS	42.30	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	REFUND OF JANUARY BINGO PRIZES	14.62-	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LET'S DO LUNCH CARRYOUT 1/11	201.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GROCERIES-SENIOR LUNCHESES	10.95	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	EGGS-EGG HUNTS	92.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DONUTS-1/17 DONUT BINGO	17.98	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRIZES-JANUARY BINGO PROGRAMS	27.48	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRIZES-JANUARY BINGO PROGRAMS	18.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GROCERIES-JANUARY NATIONAL DAY	12.94	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LUNCH-SENIOR TRIP	298.90	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GROCERIES-JANUARY NATIONAL DAY	13.96	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LET'S DO LUNCH CARRYOUT 1/15	184.65	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ONLINE FITNESS DELIVERY PLATFORM	15.99	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WINTER CAMP FIELD TRIP	87.50	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRESCHOOL SUPPLIES	11.17	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRESCHOOL SUPPLIES	11.96	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LITTLE CHEFS SUPPLIES	23.07	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRESCHOOL FIELD TRIP TO DUPAGE CHILDREN'	95.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LITTLE LEARNER'S CLUB SUPPLIES	4.78	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PRESCHOOL SUPPLIES	13.88	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	3 YEAR OLD PRESCHOOL COOKING DAY	13.56	.00	—
1818	GARVEY'S OFFICE PRODUCTS	PINV2532505	0	PROGRAM SUPPLIES	19.99	.00	—
Total 35.502.36.311 PROGRAM SUPPLIES:					2,410.65	.00	
Total GENERAL:					17,651.79	9,658.62	
Total RECREATION FUND:					17,651.79	9,658.62	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	IPRA MEMBERSHIP	265.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TRAIN TRAVEL TO IPRA CONFERENCE	10.00	.00	
Total 36.502.01.202 TRAINING & CONFERENCES:					275.00	.00	
36.502.01.220 UTILITY - GAS							
765	NICOR GAS	45-95-90-7159 3 1/2	0	MAINT BLDG;1/8-2/7/24	128.96	.00	
765	NICOR GAS	86-94-36-5332 8 1/2	0	N TERR PARK;1/5-2/5/24	185.52	.00	
Total 36.502.01.220 UTILITY - GAS:					314.48	.00	
36.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	03012024	0	HEALTH INSURANCE; MARCH 2024	11,187.81	11,187.81	02/26/2024
Total 36.502.01.250 EMPLOYEE BENEFITS:					11,187.81	11,187.81	
36.502.01.299 OTHER CONTRACTUAL SERVICES							
5654	PADDOCK PUBLICATIONS	279096	0	RFP ANNOUNCEMENT 2024 LANDSCAPING	49.95	.00	
Total 36.502.01.299 OTHER CONTRACTUAL SERVICES:					49.95	.00	
36.502.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE SUPPLIES	33.98	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE SUPPLIES	41.43	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE EQUIPMENT	53.98	.00	
Total 36.502.01.317 OFFICE SUPPLIES:					129.39	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PARKS OFFICE WATER	26.83	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PARKS OFFICE WATER	5.14	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PARKS OFFICE WATER	38.93	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					70.90	.00	
36.502.02.304 GROUNDS SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	SUPPLIES FOR TABLES/CANS	233.84	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	SALT SPREADER	653.99	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LIGHTS FOR INFO BOARDS ON PATH	717.34	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 36.502.02.304 GROUNDS SUPPLIES:					1,605.17	.00	
36.502.02.306 WALKS, ROADS & PARKING LOTS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ICE MELT	808.50	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ICE MELT	404.25	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ICE MELT	808.50	.00	—
Total 36.502.02.306 WALKS, ROADS & PARKING LOTS:					2,021.25	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TRACTOR PARTS	47.97	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TRACTOR PARTS	12.76	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	SALT SPRAYER PARTS	28.95	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TOILET PARTS OFS	16.58	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TRACTOR PARTS	8.34	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TRACTOR PARTS	28.31	.00	—
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					142.91	.00	
36.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DOGGIE MITT'NS	227.98	.00	—
Total 36.502.02.399 OTHER SUPPLIES:					227.98	.00	
Total GENERAL:					16,024.84	11,187.81	
Total PARKS FUND:					16,024.84	11,187.81	

PAYMENT APPROVAL REPORT - BY GL NUMBER
Report dates: 6/1/2023-3/31/2024

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.220 UTILITY - GAS							
765	NICOR GAS	00-31-93-8763	5 1/2	0 JEFF POOL ;1/4-2/2/24	123.83	.00	
765	NICOR GAS	32-27-30-1000	2 1/2	0 JEFF POOL FLTR;1/4-2/2/24	45.51	.00	
Total 41.502.01.220 UTILITY - GAS:					169.34	.00	
Total GENERAL:					169.34	.00	
Total SWIMMING POOL FUND:					169.34	.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	03012024	0	HEALTH INSURANCE; MARCH 2024	92.77	92.77	02/26/2024
Total 60.502.02.250 EMPLOYEE BENEFITS:					92.77	92.77	
60.502.02.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	SMARTSHEET MONTHLY SUBSCRIPTION	19.00	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					19.00	.00	
Total GENERAL:					111.77	92.77	
Total STREET IMPROVEMENT FUND:					111.77	92.77	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	NEW MARKED POLICE CARS WIRING FOR SETU	1,227.65	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	NEW DEPUTY CHIEF CAR WIRING FOR SETUP	487.42	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	NEW FIRE DURANGO WIRING SUPPLIES	460.90	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OPTICOM FOR DURANGO	902.89	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LIGHTS FOR DURANGO	49.28	.00	—
Total 65.502.02.401 CAPITAL OUTLAY:					3,128.14	.00	
Total GENERAL:					3,128.14	.00	
Total EQUIPMENT REPLACEMENT FUND:					3,128.14	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
6594	DUPAGE COUNTY HEALTH DEPT	320 E WILDWOOD	35011	320 E WILDWOOD - LIONS REC - FOOD SERVICE	1,035.00	1,035.00	02/27/2024
13602	ECS MIDWEST LLC	1136750	35011	LIONS REC CENTER SOILS TESTING THROUGH 1	3,337.25	.00	-
13602	ECS MIDWEST LLC	1144307	35011	LIONS REC CENTER SOILS TECHNICIAN THROU	753.75	.00	-
11835	LRS LLC	PS587994	35011	LIONS REC CENTER PORTABLE RESTROOMS 02/	800.00	.00	-
Total 67.502.02.401 CAPITAL OUTLAY:					5,926.00	1,035.00	
67.502.02.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	FANS FOR ST81 DAYROOM	201.38	.00	-
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ST81 DAYROOM PROJECT	44.97	.00	-
Total 67.502.02.402 NON-CAPITAL OUTLAY:					246.35	.00	
Total GENERAL:					6,172.35	1,035.00	
Total BUILDING IMPROVEMENTS FUND:					6,172.35	1,035.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.02.292 ENGINEERING SERVICES							
6362	KENIG LINDGREN O'HARA	28969	0	TRAFFIC STUDY, ARROW, 1033 N. VILLA AVE	450.00	.00	
Total 68.502.02.292 ENGINEERING SERVICES:					450.00	.00	
Total GENERAL:					450.00	.00	
Total STORMWATER BUYOUT FUND:					450.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	03012024	0	HEALTH INSURANCE; MARCH 2024	8,138.43	8,138.43	02/26/2024
Total 82.502.01.250 EMPLOYEE BENEFITS:					8,138.43	8,138.43	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	192370542 1/24	0	PHONE SERVICE; 1/15-2/14/24	71.90	.00	✓
12951	COMCAST INTERNET	194819986 2/24	0	PHONE SERVICE; 2/15-3/14/24	72.98	.00	✓
192	DUPAGE COUNTY RECORDER	40549787	0	8 W,S,G LIENS	456.00	.00	✓
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					600.88	.00	
82.502.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	POWER ADAPTER	17.01	.00	✓
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STANDING DESK	218.49	.00	✓
Total 82.502.01.399 OTHER SUPPLIES:					235.50	.00	
82.502.02.220 UTILITY - GAS							
765	NICOR GAS	00-94-81-1000 2 1/2	0	WTR/SWR;1/4-2/2/24	539.80	.00	✓
765	NICOR GAS	28-55-16-5989-0 1/2	0	CENTRAL STN;1/4-2/2/24	149.84	.00	✓
765	NICOR GAS	35-02-64-0936 3 1/2	0	1260 S CORNELL;1/8-2/7/24	117.09	.00	✓
Total 82.502.02.220 UTILITY - GAS:					806.73	.00	
82.502.02.302 CHEMICALS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CHOROMETER	260.00	.00	✓
Total 82.502.02.302 CHEMICALS:					260.00	.00	
82.502.02.354 WATER METERS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	BALL VALVES	39.98	.00	✓
Total 82.502.02.354 WATER METERS:					39.98	.00	
82.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	CAULK	12.99	.00	✓
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	HOSES FOR FROZEN LINES	259.96	.00	✓
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ICE	3.99	.00	✓
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TORCH & TANK	140.98	.00	✓
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	KEY	24.75	.00	✓

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 82.502.02.399 OTHER SUPPLIES:					442.67	.00	—
82.502.02.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE CHAIRS - PW	2,390.40	.00	—
Total 82.502.02.402 NON-CAPITAL OUTLAY:					2,390.40	.00	
Total GENERAL:					12,914.59	8,138.43	
Total WATER SUPPLY FUND:					12,914.59	8,138.43	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	03012024	0	HEALTH INSURANCE; MARCH 2024	1,019.45	1,019.45	02/26/2024
Total 83.502.01.250 EMPLOYEE BENEFITS:					1,019.45	1,019.45	
83.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	192370542 1/24	0	PHONE SERVICE; 1/15-2/14/24	71.90	.00	✓
12951	COMCAST INTERNET	194819986 2/24	0	PHONE SERVICE; 2/15-3/14/24	72.98	.00	✓
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					144.88	.00	
83.502.02.220 UTILITY - GAS							
765	NICOR GAS	03-36-92-1882 5 1/2	0	GENERATOR STN;1/4-2/2/24	85.55	.00	✓
765	NICOR GAS	27-37-06-3955 4 1/2	0	NORTH & YALE LFT;1/4-2/2/24	44.56	.00	✓
765	NICOR GAS	29-10-59-0000 4 1/2	0	WET WEATHER;1/4-2/3/24	1,074.76	.00	✓
765	NICOR GAS	52-91-90-1082 8 1/2	0	NATH LIFT STN;1/5-2/5/24	48.51	.00	✓
Total 83.502.02.220 UTILITY - GAS:					1,253.38	.00	
83.502.02.401 CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MULTIQUIP ST2010TCUL 2" TRASH PUMP	1,149.00	.00	✓
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MULTIQUIP ST2010TCUL 2" TRASH PUMP	1,149.00	.00	✓
13927	GROCHOWSKI, JENNIFER	134 S PRINCETON	0	134 S PRINCETON - SEWER REIMB	3,850.00	3,850.00	02/22/2024
Total 83.502.02.401 CAPITAL OUTLAY:					6,148.00	3,850.00	
Total GENERAL:					8,565.71	4,869.45	
Total WASTEWATER FUND:					8,565.71	4,869.45	
Grand Totals:					399,420.31	264,730.01	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>324,743.09</u>
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	<u>9,098.69</u>
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	<u>390.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>17,651.79</u>
PARKS FUND	
Total PARKS FUND:	<u>16,024.84</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>169.34</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>111.77</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>3,128.14</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>6,172.35</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>450.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>12,914.59</u>

	<u>Amount Paid</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>8,565.71</u>
Grand Totals:	<u><u>399,420.31</u></u>

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

DATE 29 Feb 2024 APPROVED BY 

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0304 CY2024","0223 INT CY2024","0226 INT CY2024","0227 INT CY2024"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 11, 2024

Covering weekly check runs dated for:

March 4, 2024/CY23\$27,837.00

2 of 2

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0304 CY2023"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	189934101 12/23	0	INTERNET SERVICE; 12/15-1/14/24	2,732.37	.00	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:					2,732.37	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WINDOWS DISK SOFTWARE	169.00	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					169.00	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	HOSTED EMAIL ACCOUNT	.99	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					.99	.00	
Total MANAGER:					2,902.36	.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	0703736-2401 CY2	0	HOLIDAY LUNCHEON	300.00	.00	
Total 10.513.00.399 OTHER SUPPLIES:					300.00	.00	
Total FINANCE:					300.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	HOME AVE SUPPLIES	2,127.70	.00	—
Total 10.516.00.314 JANITORIAL SUPPLIES:					2,127.70	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PD PAINT SUPPLIES	409.89	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	PD SUPPLIES	30.57	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	GREASE GUN	189.00	.00	—
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					629.46	.00	
Total BUILDINGS & GROUNDS:					2,757.16	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.308 ENGINE OIL							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ROTARY HAND PUMP FOR 5W20 OIL BARREL	49.99	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	DISPENSER WITH LID AND CAP - FLEET	51.72	.00	—
Total 10.518.00.308 ENGINE OIL:					101.71	.00	
10.518.00.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	OFFICE SUPPLIES ,FILE FOLDERS, LABEL MAKE	301.10	.00	—
Total 10.518.00.317 OFFICE SUPPLIES:					301.10	.00	
10.518.00.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MISC TOOL PURCHASES	613.23	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TORCH TIPS	44.53	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	SAWSALL, HAMMERS MISC HAND TOOLS	402.44	.00	—
Total 10.518.00.322 HAND TOOLS:					1,060.20	.00	
10.518.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STOCK WIRETAGS, KEY RINGS AND BRASS TAG	66.23	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WIRE SHELVING UNIT	109.00	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	MISC BATTERIES FOR STOCK	63.48	.00	—
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WAX, POLISH, FUEL TREATMENT	251.85	.00	—
Total 10.518.00.399 OTHER SUPPLIES:					490.56	.00	
10.518.00.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	REPLACEMENT AIR HOSE REELS FOR SHOP	2,759.92	.00	—
Total 10.518.00.402 NON-CAPITAL OUTLAY:					2,759.92	.00	
Total GARAGE:					4,713.49	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.292 ENGINEERING SERVICES							
11837	TERRA CONSULTING GROUP LTD	INV026704	0	PERMITTING; PRCM202301687; IL 83 S 0765; T-M	460.00	.00	
Total 10.519.00.292 ENGINEERING SERVICES:					460.00	.00	
Total ENGINEERING:					460.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.08.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	2 SCANNERS	1,680.64	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	USB CABLES	23.61	.00	
Total 10.520.08.399 OTHER SUPPLIES:					1,704.25	.00	
10.520.09.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	10007	LEG PRESS BARBELL CABLE	1,097.98	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	10007	BUMPER PLATE/WEIGHT PLATE	299.99	.00	
Total 10.520.09.399 OTHER SUPPLIES:					1,397.97	.00	
Total POLICE:					3,102.22	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.22.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	JACKET,RESCUE GLOVES,WETSHOE, WTR GEA	998.95	.00	
Total 10.521.22.399 OTHER SUPPLIES:					998.95	.00	
Total FIRE:					998.95	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TRAUMA SHEARS, AIRWAY KITS, PEN LIGHTS	67.63	.00	
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	LARYNGOSCOPES BLADES	1,007.25	.00	
Total 10.523.02.399 OTHER SUPPLIES:					1,074.88	.00	
Total AMBULANCE/PARAMEDIC:					1,074.88	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	500 HARD HAT STRESS RELIEVERS	564.01	.00	—
Total 10.525.01.202 TRAINING & CONFERENCES:					564.01	.00	
Total STREET:					564.01	.00	
Total CORPORATE FUND:					16,873.07	.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	0703736-2401 CY2	0	REC PROGRAM IPASS REPLENISH	40.00	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					40.00	.00	
Total GENERAL:					40.00	.00	
Total RECREATION FUND:					40.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.02.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TOOLS	254.80	.00	
Total 36.502.02.322 HAND TOOLS:					254.80	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	TRACTOR PARTS	95.53	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					95.53	.00	
Total GENERAL:					350.33	.00	
Total PARKS FUND:					350.33	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.10.292 ENGINEERING SERVICES							
5728	CIVILTECH ENGINEERING INC	3823-01	0	TRI-TRAIL CONNECTOR PHASE 3 ENGINEERING	4,573.81	.00	—
5728	CIVILTECH ENGINEERING INC	53064	0	NBIS BRIDGE INSPECTIONS FOR 2019-2020	747.60	.00	—
Total 60.502.10.292 ENGINEERING SERVICES:					5,321.41	.00	
60.502.10.299 OTHER CONTRACTUAL SERVICES							
13630	BENCHMARK CONSTRUCTION CO	2220	0	PARKWAY TREE PLANTING	2,600.00	.00	
Total 60.502.10.299 OTHER CONTRACTUAL SERVICES:					2,600.00	.00	
Total GENERAL:					7,921.41	.00	
Total STREET IMPROVEMENT FUND:					7,921.41	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	STREAMLIGHT STINGER FOR #63	139.99	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					139.99	.00	
65.502.02.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	G3 BACK UP, BREATHER SHELIVING	403.00	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					403.00	.00	
Total GENERAL:					542.99	.00	
Total EQUIPMENT REPLACEMENT FUND:					542.99	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	ST81 DAYROOM PROJECT	1,349.41	.00	
Total 67.502.02.402 NON-CAPITAL OUTLAY:					1,349.41	.00	
Total GENERAL:					1,349.41	.00	
Total BUILDING IMPROVEMENTS FUND:					1,349.41	.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	1223140	0	SOUTH MONTEREY AVENUE GREEN INFRASTRU	600.00	.00	
Total 68.502.02.299 OTHER CONTRACTUAL SERVICES:					600.00	.00	
Total GENERAL:					600.00	.00	
Total STORMWATER BUYOUT FUND:					600.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	189934101 12/23	0	INTERNET SERVICE; 12/15-1/14/24	71.90	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					71.90	.00	
82.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2401 CY2	0	WASH BRUSH	15.99	.00	
Total 82.502.02.399 OTHER SUPPLIES:					15.99	.00	
Total GENERAL:					87.89	.00	
Total WATER SUPPLY FUND:					87.89	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.299 OTHER CONTRACTUAL SERVICES							
12951	COMCAST INTERNET	189934101 12/23	0	INTERNET SERVICE; 12/15-1/14/24	71.90	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					71.90	.00	
Total GENERAL:					71.90	.00	
Total WASTEWATER FUND:					71.90	.00	
Grand Totals:					27,837.00	.00	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>16,873.07</u>
RECREATION FUND	
Total RECREATION FUND:	<u>40.00</u>
PARKS FUND	
Total PARKS FUND:	<u>350.33</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>7,921.41</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>542.99</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>1,349.41</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>600.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>87.89</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>71.90</u>
Grand Totals:	<u><u>27,837.00</u></u>

Amount Paid

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

DATE 29 Feb 2024

APPROVED BY


.....
.....
.....

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0304 CY2023"



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: March 11, 2024

SUBJECT: Approval of the Minutes of February 26, 2024 Village Board of Trustees Meeting.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



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

Village Board of Trustees

February 26, 2024

7:00 PM

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

**MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF
TRUSTEES OF THE VILLAGE OF VILLA PARK ON
FEBRUARY 26, 2024**

1. Call to Order – Roll Call.

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

2. Pledge of Allegiance.

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

3. Amendments to the Agenda.

Trustee Patrick made a motion to move Item 7 before Item 4 and seconded by Trustee Kozar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kumar, Alfano, Patrick, Kozar and President Cuzzone. There were no nays. Motion carried.

7. Presentation.

Trustee Patrick, as their coach, provided background information on the team's progress during their basketball season and their 1st Place Championship. He also introduced the players on the Villa Park 8th Grade Bronze Basketball Team.

4. Public Comments on Agenda Items.

Resident Cheryl Tucker referred to Items 12.a. and b. and asked that the Board's decisions regarding the new TIF would help it succeed and not create debt for the Village.

5. Public Comments on Non-Agenda Items

Resident Joe Amore referred to the locked doors at the Metra train station and suggested that the Village post a sign informing residents that the doors were shut by Union Pacific. He also commented on a recent Wheaton Bicyclist & Pedestrian Commission meeting he attended that was conducted as in-person and via Zoom. He provided the Board with a copy of their agenda.

Beenish Khurshid referred to the fighting at Gaza and asked the Board for a cease fire resolution and provided copies of her comments to the Board.

Bob Wagner, Environmental Concerns Commission Chairman, said the commission is accepting nominations for their 2023 Green Champion award to recognize any environmental achievements. Details for the award are listed on the commission's Village webpage. He referred to the Village's No Mow May policy and said the commission will be submitting their recommendations to the Board. He also confirmed that cooking oil can be dropped off at Salt Creek Sanitary District.

Hamza Ahmed referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Khurshid Hoda referred to the fighting at Gaza and asked the Board for a cease fire resolution. He also provided the Board with copies of his comments.

Samev Odeh referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Samana Siddiz referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Adef Malek referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Enida Abdeen referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Salek Kheld referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Ranya Elkhelb referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Aatif Ali referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Nissarz Agrabawi referred to the fighting at Gaza and asked the Board for a cease fire resolution.

Patty Droogan, from Bolingbrook, referred to the fighting at Gaza and asked for a cease fire resolution.

Motion by Trustee Kozar to place the cease fire resolution request on the March 11, 2024 agenda and seconded by Trustee Patrick. Roll call vote tallied six (6) ayes made by Trustees Alfano, Corkery, Patrick, Kumar, Kozar and President Cuzzone. There were no nays. Motion carried.

6. Proclamations.

8. Appointment to Commission.

9. Consent Agenda.

9.a. Bill Listings from the Weeks of February 12, 2024 for \$342,110.72, February 20, 2024 for \$2,155,333.27 for a total Amount of \$2,497,443.99.

9.b. Approval of the Minutes of February 12, 2024 Committee of the Whole and Village Board of Trustees Meetings.

9.c. Ordinance Adopting 2024 Zoning Map.

Each year the Village is required to publish a Zoning Map by March 31, per ILCS Section 11-13-19. The attached map looks slightly different than last year's as there are now 3 inserts for particularly tight areas. Staff recommends approval of adopting the 2024 Zoning Map.

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

10. Ordinance for First Reading.

11. Ordinance for Second Reading.

12. Ordinances.

12.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving and Authorizing the Execution of a Business District Tax and Sales Tax Sharing Agreement between the Village of Villa Park and Lone Star-Cardinal Motorcycle Ventures, LLC of Rosemont, Illinois.

The proposed ordinance authorizes the Village President to execute an agreement on behalf of the Village with Lone Star-Cardinal Motorcycle Ventures, LLC that is intended to provide incentives to develop a companion, but separate business to the existing Wildfire Harley-Davidson dealership on North Avenue. Lone Star-Cardinal would receive 100% of the Business District Tax (BDT) and new sales tax generated by the new Polaris dealership up to eight years (2032) or up to the total reimbursement of \$1,000,000 (whichever is less) for redevelopment of the property at 120 West North Avenue. The Economic Development Commission reviewed the proposed agreement and unanimously recommended approval. Staff recommends approval of the ordinance.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Kumar. Community and Economic Development Director McLaughlin provided additional information and responded to questions from the Board. Roll call vote tallied five (5) ayes made by Trustees Kozar, Alfano, Kumar, Corkery and President Cuzzone. There were no nays. Motion carried.

12.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving an Amendment Releasing Parcels from the Redevelopment Project Area of the Kenilworth Tax Increment Financing District – TIF 5.

This is the ordinance approving an amendment releasing parcels from the redevelopment project area of the Kenilworth Tax Increment Financing District – TIF 5. Staff recommends approval of the ordinance.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Alfano, Kumar, Corkery, Patrick and President Cuzzone. There were no nays. Trustee Kozar recused himself. Motion carried.

12.c. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Terminating the Designation of the St. Charles Road Redevelopment Project Area as a Tax Increment Financing Redevelopment Project Area and Dissolving the Special Tax Increment Allocation Fund for Said Redevelopment Project Area – TIF 4.

This is an ordinance terminating the St. Charles Road Redevelopment Project Area – TIF 4 and dissolving the Special Tax Increment Allocation Fund for said redevelopment project area. Staff recommends approval of the ordinance. Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Patrick, Alfano, Corkery, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

12.d. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the St. Charles Road Commercial Corridor Redevelopment Project Area.

This ordinance is approving a Tax Increment Redevelopment Plan and Redevelopment Project for the St. Charles Road Commercial Corridor Redevelopment Project Area. Staff recommends approval of this ordinance.

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

12.e. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Designating the St. Charles Road Commercial Corridor Redevelopment Project Area of Villa Park a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act.

An ordinance designating the St. Charles Road Commercial Corridor Redevelopment Project Area of Villa Park a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act.

Motion to approve the ordinance 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 Kumar, Corkery, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

12.f. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Adopting Tax Increment Allocation Financing for the St. Charles Road Commercial Corridor Redevelopment Project Area.

This is an ordinance adopting Tax Increment Allocation Financing for the St. Charles Road Commercial Corridor Redevelopment Project Area, which is creating TIF 7. Staff recommends approval of the ordinance.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Kumar. Trustee Kozar commented on concerns from residents in the project area and suggested some uniform TIF incentives. Trustees Alfano, Kumar and Patrick commented on the suggested incentives. Director McLaughlin responded to questions from the Board. Attorney Wolf said TIF eligible expenses can be allocated to certain improvements. Roll call vote tallied six (6) ayes made by Trustees Corkery, Patrick, Alfano, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

12.g. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement Between the Village of Villa Park and Schamberger Bros., Inc. (101 East Hill Street, Villa Park, IL 60181).

This is an ordinance authorizing the Village President to execute a license agreement for a portion of the Hill Street right-of-way between the Village of Villa Park and the owner of the property at 101 East Hill Street to allow for the existing parking lot and fence to remain in place. This agreement will bring the property into compliance and allow the owner to acquire permits to make minor improvements. Staff recommends approval of the ordinance.

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

13. Resolutions.

13.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Renewal of the DuPage County Contract with Al Warren Oil Company, Inc. of Hammond, Indiana, for the Joint Purchase of Gasoline and Diesel Fuel. *This resolution is to approve and concur with DuPage County to renew the contract with Al Warren Company, Inc. for the joint purchase of gasoline and diesel fuel. The pricing, terms and conditions as required by the specifications will remain the same as last year. The Fleet Department utilizes this bid currently for its purchase of fuels and has found the pricing to be the same as other joint purchase contracts. Staff recommends approval of this resolution to allow for the continued purchasing of fuel from Al Warren Oil Company, Inc. for 2024.*

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

13.b. A Supplemental Resolution of the Village of Villa Park, DuPage County, Illinois, for Motor Fuel Tax for Section 22-00102-00-RS 2023 REBUILD Illinois Resurfacing Project.

To approve the supplement resolution for an additional \$76,928.76 of Motor Fuel Tax Funds for the 2023 REBUILD Illinois Resurfacing Project. The Village Board approved the final change order for the 2023 REBUILD Illinois Resurfacing, which increased the total cost of the project to \$1,278,671.60. Prior to the project, the Village Board approved resolutions for Rebuild Illinois Bonds and Motor Fuel Tax totaling \$1,200,742.84 and leaving a funding gap of \$77,928.76. This resolution is required to allow the utilization of Motor Fuel Tax to fund the difference. Staff recommends the approval of this resolution to utilize motor fuel tax.

Motion to approve the resolution 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 Kumar, Corkery, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

14. Unfinished Business.

Trustee Patrick referred to youth programs and asked about the status of the baseball intergovernmental agreement between District 45, the Village and Villa Park Youth Baseball. Manager Harline provided an update on the ongoing contract negotiations with Villa Park Youth Baseball.

15. New Business.

16. Village Commission Reports.

16.a. Environmental Concerns Commission

Acceptance of Minutes from the November 16, 2023 Meeting.

16.b. Bike, Pedestrian and Transit Subcommittee

Acceptance of Minutes from the November 16, 2023 and December 16, 2023 Meetings.

16.c. Traffic and Safety Commission

Acceptance of Minutes from the November 7, 2023 and January 2, 2024 Meetings.

17. Village Clerk's Report.

Clerk Korynecky had no report or recommendations.

18. Village Trustees' Report.

Trustee Alfano thanked the residents who came out to request a cease fire resolution. She thanked Fire Chief Stapleton for hosting the new fire engine push-in. She also said Coffee with the Board is on March 2 as well as a beam signing event from 10 a.m. to 12 p.m. for the new recreation center.

Trustee Kumar commented on those who came out to request a cease fire resolution. She thanked everyone who participated in the recent strategic planning meeting. She asked residents to come out for the beam signing event between 10 a.m. and 12 p.m.

Trustee Corkery thanked everyone who came out tonight to request a cease fire resolution.

Trustee Patrick congratulated the Fire Department on hosting the fire engine push-in. He reminded residents to come out for the beam signing. He also thanked everyone who came out tonight to express their concerns.

Trustee Kozar said Coffee with the Board is on March 2. He also asked about a Board consensus to record all special meetings.

19. Village President's Report.

President Cuzzone referred to an email from Allan Leishman, Chairman of the Bicycle, Pedestrian and Transit Subcommittee, regarding their Golden Shovel Award. For nomination forms, log on bit.ly/vp-golden-shovel and the committee will send the nominee a certificate thanking them for helping to keep Villa Park walkways safe. He thanked Chief Stapleton for the push-in ceremony. He said the beam signing will be on Saturday, March 2, at the parking lot across from the new recreation center site. He referred to the scheduled comprehensive planning meetings on February 28 -- business workshop from 8:00 a.m. to 9:30 a.m. at Sugar Creek Golf Course and community workshop from 6:30 p.m. to 8 p.m. at Allegra Banquets. He announced a Paralyzed Veterans of America PVA Chapter, event at Windy City Curling on March 23-24. For more information, log on www.vaughanpva.org. He also referred to a meeting with federal representatives interested in providing some funding for the Village.

20. Village Manager's Report.

Manager Harline thanked everyone who attended the recent strategic planning meeting. He also referred to the upcoming Committee of the Whole meeting and a draft of the agenda.

21. Executive Session.**22. Adjournment.**

Motion to adjourn was made by Trustee Corkery and seconded by Trustee Kumar. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:04 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on March 11, 2024.



MEMORANDUM

TO: Village Board of Trustees

FROM: Marc McLaughlin, Director

DATE: March 11, 2024

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois Consenting to the Assignment of a Redevelopment Agreement from Motor Cycle Center, Inc., and GGM Properties Corp., to John Anthony Scheff, Inc.

RECOMMENDED ACTION:

This Ordinance will transfer the rights of the existing Redevelopment Agreement from Motor Cycle Center, INC and GGM Properties Corp. to John Anthony Scheff, Inc. The business operating as Motor Cycle Center will remain at its current location at 443 East St. Charles Road. Staff recommends approval of the ordinance.

BACKGROUND:

The original Redevelopment Agreement was approved in January 2012 per Ordinance 3686, which includes Section 10. Assignment: This Agreement may not be assigned by the Developer without the prior written consent of the Village, which consent shall not be unreasonably withheld. This request for consent to assign the Redevelopment Agreement to the new business owner is reasonable. Additionally, the Redevelopment Agreement was assigned in May 2012 to the current beneficiaries. The Redevelopment Agreement expires in 2032 and no amendments are proposed with this assignment.

DISCUSSION:

None.

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS
CONSENTING TO THE ASSIGNMENT OF A REDEVELOPMENT AGREEMENT
FROM MOTOR CYCLE CENTER, INC. AND GGM PROPERTIES CORP.
TO JOHN ANTHONY SCHEFF, INC.**

WHEREAS, on January 23, 2012, by Ordinance No. 3696, the Village of Villa Park, DuPage County, Illinois (“Village”), approved a Redevelopment Agreement by and between the Village and Motor Cycle Center, Inc., (“Agreement”), which Agreement provided, among other things, for the relocation of the Developer’s business located within the Village and within the St. Charles Road Redevelopment Project Area, as defined in the Agreement, to a larger facility, also within the Village and the Redevelopment Project Area; and

WHEREAS, Section 10 of the Agreement provides for the assignment of the Agreement conditioned upon the Village’s prior written consent and, on May 14, 2012, pursuant to Ordinance No. 3698, the Agreement was assigned to GGM Properties Corp., for the undertaking of certain renovations, on the condition that Motor Cycle Center, Inc., remained jointly and severally liable for any and all obligations of the Developer under the Agreement including the obligation to repay the Village all sums paid by it pursuant to the Agreement upon the happening of certain events as stated in Section 18 thereof; and

WHEREAS, Motor Cycle Center, Inc., has recently undergone a sale and transfer of assets and contract rights to John Anthony Scheff, Inc., pursuant to an Asset Purchase Agreement dated April 17, 2023; and

WHEREAS, GGM Properties Corp., has sold the property subject to the Agreement and further desires to assign its rights under the Agreement to John Anthony Scheff, Inc; and

WHEREAS, the Village has determined that it is in the best interests of the Village and the orderly redevelopment of the Village’s St. Charles Road Redevelopment Project Area to consent to the assignment of the Agreement from Motor Cycle Center, Inc., and GGM Properties Corp., to John Anthony Scheff, Inc.

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

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

Ordinance No: _____

Section 2: That the Village of Villa Park hereby consents to the assignment of the Agreement from Motor Cycle Center, Inc., to John Anthony Scheff, Inc.

Section 3: That the Village of Villa Park hereby consents to the assignment of the Agreement from GGM Properties Corp., to John Anthony Scheff, Inc., conditioned upon their tendering to the Village of a written agreement between GGM Properties Corp., and John Anthony Scheff, Inc, evidencing said assignment .

Section 4: 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 Ordinance.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Village President

Attest:

Village Clerk

Published in pamphlet form:
_____, 2024

**ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF VILLA PARK, ILLINOIS AND MOTOR CYCLE CENTER, INC.**

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

WHEREAS, in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance No. 3540, adopted on April 13, 2009, approved a redevelopment plan and project (the “*Redevelopment Plan*”) for St. Charles Road Redevelopment Project Area (the “*Redevelopment Project Area*”), which sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area; and,

WHEREAS, the Developer is in the business of selling and servicing motorcycles and motorcycle accessories at a facility in the Village located at 518 West St. Charles Road and is considering relocating its business to a larger facility within the Village located at 443 East St. Charles Road which would permit the Developer to expand its business by increasing the showroom and display area and permitting it to add additional brands of the motorcycles, provide for the rental of motorcycles, increase the area for the service of motorcycles and installation of accessories, host events and provide instructional classes; and,

WHEREAS, the Developer has informed the Village that it is able to undertake the acquisition and redevelopment of the Subject Property and the necessary and extensive

improvements and the related significant costs only with financial assistance as permitted through the TIF Act and other laws of the State of Illinois; and,

WHEREAS, the Village is authorized under the TIF Act to incur costs and to make and enter into all contracts necessary or incidental to the implementation of the Redevelopment Plan; and,

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, (the “*State Code*”) authorizes (at Section 8-11-20) the Corporate Authorities to enter into economic incentive agreements and share or rebate a portion of the retailers’ occupation taxes (“*Sales Taxes*”) generated by a development or redevelopment over a finite period of time upon the making of certain findings as hereinafter set forth; and,

WHEREAS, the Corporate Authorities have determined that the provision by the Village to the Developer of the assistance as set forth in the Redevelopment Agreement as attached hereto, is in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants.

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 contained in the preambles to this Ordinance are incorporated in this Resolution as if set out fully herein.

Section 2. That the Redevelopment Agreement attached hereto and made a part hereof is hereby approved and the President and Board of Trustees of the Village are hereby authorized

and directed to execute said agreement and the President and Village Manager are hereby authorized to undertake any and all actions to implement its terms.

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

Passed this 23 day of January, 2012.

AYES: ALL

NAYS: _____

ABSENT: _____



Approved this 23 day of January, 2012.

Thomas Culbert
Village President

Attest:

Jessana Prybecky
Village Clerk

Published in pamphlet form:

January 23, 2012

**REDEVELOPMENT AGREEMENT BY AND BETWEEN
THE VILLAGE OF VILLA PARK, ILLINOIS AND MOTOR CYCLE CENTER, INC.**

THIS DEVELOPMENT AGREEMENT is entered into this 23 day of January, 2012, by and between the Village of Villa Park, Illinois, an Illinois municipal corporation (the “*Village*”), and Motor Cycle Center, Inc. of , a corporation of the State of Illinois (the “*Developer*”).

PREAMBLES

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

WHEREAS, in accordance with the requirements of the TIF Act, the Corporate Authorities, pursuant to Ordinance No. 3540, adopted April 13, 2009, approved a redevelopment plan and project (the “*Redevelopment Plan*”) for St. Charles Road Redevelopment Project Area (the “*Redevelopment Project Area*”), which sets forth a plan for the development, redevelopment and revitalization of the Redevelopment Project Area; and,

WHEREAS, the Developer is in the business of selling and servicing motorcycles and motorcycle accessories at a facility in the Village which is currently located at 518 West St. Charles Road, which facility is approximately 3,000 square feet;

WHEREAS, the Developer is considering relocating its business to a larger facility within the Village located at 443 East St. Charles Road, legally described on *Exhibit A*, attached

hereto and made a part hereof (the “*Subject Property*”) which facility is approximately 28,000 square feet and would permit the Developer to expand its business by increasing the showroom and display area and permitting it to add additional brands of the motorcycles, provide for the rental of motorcycles, increase the area for the service of motorcycles and installation of accessories, host events and provide instructional classes; and,

WHEREAS, the Developer has informed the Village that it is able to undertake the acquisition and redevelopment of the Subject Property and the necessary and extensive improvements and the related significant costs all as itemized on *Exhibit B* attached hereto and made a part hereof (the “*Project Costs*”), only with financial assistance as permitted through the TIF Act and other laws of the State of Illinois; and,

WHEREAS, the Subject Property, upon acquisition by the Developer, is also intended to provide two additional “sub-tenant” spaces to be leased to businesses which are synergetic with the Developer’s business operation; and,

WHEREAS, the Corporate Authorities have determined that the blighting factors now present on the Subject Property are detrimental to the public and impair development and growth in the Redevelopment Project Area and will continue to impair growth and development but for the use of tax increment allocation financing to assist the Developer to pay certain costs to be incurred by the Developer to undertake the Project and the use of incremental sales taxes to be generated by the commercial operations on the Subject Property to the extent such sales taxes are more than the sales taxes generated by the Developer at its current location; and,

WHEREAS, the existence of the blighting factors and the extraordinary costs necessary for development and redevelopment have prevented private developers from developing,

redeveloping and revitalizing the Subject Property which has, in turn, limited the development and construction of commercial enterprises within the Redevelopment Project Area; and,

WHEREAS, the Developer's proposal calls for the Developer to acquire and redevelop the Subject Property in accordance with all applicable Village ordinances (collectively the "*Legal Requirements*") and the Village has determined that the Developer has the qualifications, expertise and background necessary to undertake the redevelopment of the Subject Property; and,

WHEREAS, the development of the Subject Property is consistent with the approved Redevelopment Plan for the Redevelopment Project Area and this Project (as hereinafter defined) shall further the goals and objectives of the Redevelopment Plan; and,

WHEREAS, the Village is authorized under the TIF Act to incur costs and to make and enter into all contracts necessary or incidental to the implementation of the Redevelopment Plan; and,

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, (the "*State Code*") authorizes (at Section 8-11-20) the Corporate Authorities to enter into economic incentive agreements and share or rebate a portion of the retailers' occupation taxes ("*Sales Taxes*") generated by a development or redevelopment over a finite period of time upon the making of certain findings as hereinafter set forth; and,

WHEREAS, the Corporate Authorities have determined that the provision by the Village to the Developer of the assistance hereinafter described and the redevelopment by the Developer of the Subject Property pursuant to this Agreement are in the best interests of the Village and its residents and taxpayers, thereby helping to provide for economic development and job

opportunities for the inhabitants of the Village, enhance the tax base of the Village and other taxing districts and add to the welfare and prosperity of the Village and its inhabitants.

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Section 1. Incorporation of Recitals.

The Parties agree that all of the recitals contained in the Preambles to this Agreement are true and correct and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Findings on the Part of the Village.

Pursuant to the State Code, the Corporate Authorities hereby find that the redevelopment of the Subject Property qualifies for assistance pursuant to Section 8-11-20 of the State Code for the following reasons:

- (a) The building situated thereon has been vacant for a period of at least four (4) years.
- (b) The Project is expected to create as well as retain job opportunities within the Village.
- (c) The Project will serve to further the development of adjacent areas.
- (d) Without the financial assistance as set forth in this Agreement, the Developer could not proceed to undertake the Project.
- (e) The Developer meets the high standards of creditworthiness as demonstrated by evidence of financing of not less than ten percent (10%) of the total Project costs.
- (f) The Project shall strengthen the commercial sector of the Village by returning a vacant property at a major intersection of the Village to a viable commercial use.
- (g) The Project shall enhance the tax base of the Village and is in the best interest of the Village and its residents.

Section 3. Developer's Obligations.

(a) Village's obligations under this Agreement as set forth in Section 4 of this Agreement, shall remain in full force and effect only if (i) Developer retains ownership of the Subject Property; (ii) on or before January 25, 2012, the Developer shall have delivered to the Village plans and specifications for the rehabilitation and redevelopment of the Subject Property (the "*Project*") for approval by the Village; (iii) on or before January 25, 2012, the Developer shall have delivered to the Village a construction schedule for the Project; and,

(b) The Developer covenants and agrees to complete the Project in accordance with the legal requirements; and, upon completion, the Developer shall have invested a minimum of \$2,900,000 in the Subject Property and the Project and shall employ eleven (11) full-time (or equivalent of full-time) employees at the Subject Property.

Section 4. Developer Payments.

(a) In consideration for the development by the Developer of the Subject Property in accordance with the terms of this Agreement and satisfaction of the conditions set forth in Section 3(a)(ii) and Section 3(a)(iii) of this Agreement, so long as the Developer (or a related entity as approved by the Village) retains ownership as provided in 3(a)(i) and no event described in Section 17 of this Agreement shall have occurred and be continuing, the Village shall reimburse the Developer for certain Project Costs (as hereinafter defined below) to be incurred by the Developer in respect to the redevelopment of the Subject Property as itemized on *Exhibit B* subject to the limitations and authorization of the TIF Act and this Agreement. The aggregate payments to the Developer shall in no event exceed \$614,949 plus interest, as defined hereafter ("*Principal Amount*") and shall be made to the Developer as hereinafter provided. The Developer shall have the right to reallocate items among line items on *Exhibit B*, when seeking

reimbursement therefore pursuant to this Agreement. For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" as defined in Section 11-74.4-3(q) of the TIF Act, as from time to time amended or as permitted by the State Code. Project Costs ("*Project Costs*") shall mean and include both Redevelopment Project Costs and costs of development and redevelopment as permitted under the State Code.

(b) Upon satisfaction of the conditions as set forth in Section 3(a)(ii) and 3(a)(iii), the Village shall reimburse the Developer \$200,000 of the Principal Amount ("*Initial Payment*") for costs incurred by the Developer which qualify as Redevelopment Project Costs in accordance with the procedures as set forth in Section 6 of this Agreement.

(c) Upon satisfaction of the conditions set forth in Section 3(a) above and Section 3(b), the Village shall establish the "MCC Project Account" into which the Village shall deposit certain revenues as hereinafter provided.

(d) So long as no default has occurred under this Agreement, or no notice has been issued to the Developer pursuant to Section 17 hereof and the Developer retains ownership of the Subject Property as provided in Section 3(a)(i), on or before March 1 of each year during the term of this Agreement, the Village shall deposit into the MCC Project Account ("*MCC Project Account*") all incremental real estate taxes, as hereinafter defined, generated from the Subject Property and, in addition, an amount of the sales taxes generated from the retail business operations at the Subject Property, when added to the incremental real estate taxes generated from the Subject Property, equals on a yearly basis ninety percent (90%) of the sales taxes in excess of \$35,000 received by the Village generated by businesses operating at the Subject Property until such year in which the cumulative deposits equal the Principal Amount less the

Initial Payment (\$414,949 or “*Remaining Amount*”) ” plus interest on the balance of the Remaining Amount unpaid at a rate which is the lesser of: (i) the interest rate which the Developer must pay in order to borrow or obtain the funds which are equal to the Principal Amount minus the Initial Payment; or, (ii) six and one-half per cent (6 ½ %) per annum, excepting that the Village may, upon petition by the Developer approve a higher rate, not to exceed 8%, upon a showing by Developer to the Village of the necessity that this higher interest rate is required in order to borrow the Remaining Amount (\$414,949). Developer must show that they have used commercially reasonable attempts to borrow the Remaining Amount from a bank or other financial institution at the interest rate as set forth above, and have been unsuccessful in doing so, and therefore it is necessary to obtain such funds from the private investor market at the higher rate. Under any of these circumstances, the Developer will provide the Village with documentation of its costs to borrow or obtain these funds.

(e) As used in this Agreement, “*Incremental Taxes*” shall mean an amount equal to the amount of ad valorem taxes, if any, paid in respect to the Subject Property and its improvements which is attributable to the increase in the equalized assessed value of the Subject Property and its improvements over the initial equalized assessed value of the Subject Property.

(f) THE VILLAGE’S OBLIGATIONS TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL REAL ESTATE AND SALES TAXES DEPOSITED IN THE MCC PROJECT ACCOUNT FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.

Section 6. Procedures for and Application of Reimbursement to the Developer.

(a) The Developer shall advance all funds and all costs necessary to construct and complete the Project.

(b) To be eligible for reimbursement of any eligible Project Costs, the Project shall have been constructed and completed in accordance with the Legal Requirements and this Agreement and the Village shall have issued a certificate of completion in accordance with its Village Code.

(c) To establish a right of reimbursement for specific Project Costs under this Agreement, the Developer shall annually, after March 1 of each year during the term of this Agreement, submit to the Village Manager a written statement in the form attached to this Agreement as *Exhibit C* (a "*Request for Reimbursement*") setting forth the specific Project Costs attributable for which the annual reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers or other evidence as the Village Manager shall reasonably require to evidence the right of the Developer to the annual reimbursement. The Village Manager shall have twenty (20) days after receipt of any Request for Reimbursement from the Developer to recommend approval for immediate payment or disapproval of such Request and, if disapproved, to provide the Developer, in writing and in detail, an explanation as to why he or she is not prepared to recommend such reimbursement. The only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not contained on *Exhibit B* attached hereto as a Project Cost, or that the cost was not incurred and the construction completed by the Developer in accordance with the Legal Requirement and the provisions of this Agreement, including without limitation all permits issued by the Village, and that such failure to comply with Legal Requirements or this Agreement is an uncured breach of this Agreement. Annual payments by the Village to the

Developer shall continue until the Developer has received the Remaining Amount plus interest (as defined herein) or there is a declaration of a default under this Agreement.

Section 7. Term.

Unless earlier terminated pursuant to Section 17, the term of this Agreement shall commence on the date of execution and end on the earlier of the 20th anniversary or until such time as the Village has paid the Principal Amount including interest as provided for herein, whichever comes first.

Section 8. Verification of Tax Increment.

The Developer shall use its best efforts to cooperate with the Village in obtaining certified copies of all real estate tax bills payable in 2012, and for each subsequent year during the term of this Agreement. The Developer shall deliver to the Village authorization as may be required for the Illinois Department of Revenue to release any sales tax reports attributable to the Developer's business operations.

Section 9. No Liability of Village to Others for Developer's Expenses.

The Village shall have no obligation to pay any cost relating to the development of the Subject Property or to make any payment to any person other than the Developer, nor shall the Village be obligated to pay any contractor, subcontractor, mechanic, or materialman providing services or materials to the Developer for the development of the Subject Property.

Section 10. Assignment.

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

Section 11. Developer Indemnification.

The Developer shall indemnify and hold harmless the Village, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman; from any default or breach of the terms of this Agreement by the Developer; or, from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer). The Developer shall, at its own cost and expense, appear, defend and pay all charges of attorneys, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the Village, its agents, officers, officials or employees in any such action, the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the Village or any of its officers, agents, employees or contractors.

Section 12. Waiver.

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right or remedy does so in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Section 13. Severability.

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 14. Notices.

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Developer:

Motor Cycle Center, Inc.
443 East St. Charles Road
Villa Park, Illinois 60181

With a copy to:

Bernard I. Citron
Thompson Coburn LLP
55 East Monroe Street
37th Floor
Chicago, Illinois 60603

To the Village:

Village Manager
Village of Villa Park
20 South Ardmore
Villa Park, Illinois 60181

With a copy to:
Kathleen Field Orr
Kathleen Field Orr & Associates
53 West Jackson Blvd., Suite 935
Chicago, Illinois 60604

Section 15. No Joint Venture, Agency or Partnership Created. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 16. No Discrimination – Construction.

The Developer for itself and its successors and assigns agrees that in the construction of the improvements on the Subject Property provided for in this Agreement the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Developer shall take affirmative action to require that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising and solicitations or advertisements for employees; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be provided by the Village, setting forth the provisions of this

nondiscrimination clause. The Developer shall comply with all applicable laws regarding rate of pay or other forms of compensation.

Section 17. Remedies – Liability.

(a) If, in the Village's judgment, the Developer is in material default of this Agreement for any phase of the Project, the Village shall provide the Developer with a written statement indicating any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the Village may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) days period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(b) If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the Village and any cure periods described in paragraph (a) above have expired, the Village may elect to terminate its obligations under this Agreement or exercise any right or remedy it may have at law or in equity, including the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall

be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of any of the Developer's property, the Village may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the Village, to forthwith terminate this Agreement. To effect the Village's termination of this Agreement under this Section, the Village's sole obligation shall be to record, in the Office of the DuPage County Recorder, a Certificate of Default, executed by the President of the Village or such other person as shall be designated by the Village, stating that this Agreement is terminated pursuant to the provisions of this Section, in which event this Agreement, by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

(c) If, in the Developer's judgment, the Village is in material default of this Agreement, the Developer shall provide the Village with a written statement indicating in adequate detail any failure on the Village's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the Village in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Village diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any of its rights or remedies as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

(d) In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance; provided, however, no recourse under or upon any obligation contained herein or for any claim based thereon shall be had against the Village, its officers, agents, attorneys, representatives or employees in any amount or in excess of any specific sum agreed to be paid by the Village hereunder, and no liability, right or claim at law or in equity shall be attached to or incurred by the Village, its officers, agents, attorneys, representatives or employees in any amount in excess of any specific sums agreed by the Village to be paid hereunder and any such claim is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. Notwithstanding the foregoing, in the event either party shall institute legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

(e) The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Illinois. Any legal proceedings shall be commenced in the current Court of DuPage County.

Section 18. Developer's Covenants. The Developer hereby covenants and agrees to repay to the Village any and all sums paid by the Village to the Developer pursuant to this

Agreement in the event the Developer ceases to operate its business at the Subject Property during the term of this Agreement and employ less than 11 full-time persons at the Subject Property, for at least 12 months of a year, subject to seasonable fluctuations, for so long as this Agreement is in full force and effect.

Section 19. Amendment.

This Agreement, and any exhibits attached to this Agreement, may be amended only in a writing signed by all parties with the adoption of any ordinance or resolution of the Village approving said amendment, as provided by law, and by execution of said amendment by the parties or their successors in interest. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof.

Section 20. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Villa Park, Illinois.

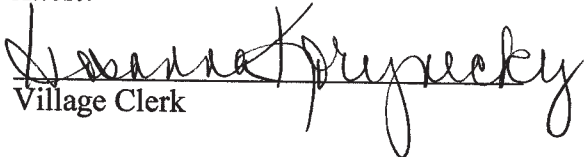


Village of Villa Park, an Illinois municipal corporation

By:


President

Attest:


Village Clerk

Motor Cycle Center, Inc.

By:

President

Attest:

Secretary

Exhibit A

Legal Description of Subject Property

Exhibit B

Project Costs

Exhibit C

REQUEST FOR REIMBURSEMENT

[Date]

Village of Villa Park
20 South Ardmore
Villa Park, Illinois 60181

Re: Redevelopment Agreement dated _____, by and between the Village of Villa Park, Illinois, and Motor Cycle Center, Inc. (the "Developer")

Dear Sir:

You are requested to reimburse the Developer described above in the amount of \$_____.00 for the purpose(s) set forth in this Request for Reimbursement.

1. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developers for those Project Costs detailed in Schedule 1 attached to this Request for Reimbursement.
2. The undersigned certifies that:
 - (i) The amounts included in 3 above were made or incurred in accordance with the construction contracts, and building permits heretofore in effect;
 - (ii) The amounts paid or to be paid, as set forth in this Request for Reimbursement, represents a part of the funds due and payable for Project Costs;
 - (iii) The expenditures for which amounts are requisitioned represent proper Project Costs identified in the Redevelopment Project Costs Exhibit B described in the Redevelopment Agreement have not been included in any previous Request for Reimbursement;
 - (iv) The moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Project Costs;
 - (v) the amount of Project Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed to the Developer pursuant to the Agreement, is not in excess of the principal amount \$614,949 plus interest;
 - (vi) the Developer is not in default under the Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Agreement.
3. Attached to this Request for Reimbursement is Schedule 1, together with copies of invoices or bills of sale and Mechanic's Lien Waivers covering all items for which reimbursement is being requested, on which it has been noted all Project Costs heretofore reimbursed to the Developer.

Date: _____

By: _____

APPROVED:

Village of Villa Park, an Illinois municipal corporation

Date: _____

January 12, 2012

VIA ELECTRONIC MAIL

The Honorable Thomas Cullerton, President
Members of the Village Board of Trustees
Mr. Richard Keehner, Jr., Village Manager
Ms. Mamie Yee, Director, Community Development
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181-2696

Re: Motor Cycle Center, Inc. ("MCC")
Purchase and Redevelopment of 443 E. St. Charles Road (former Oakfield Ford Dealership)
Request for Tax Increment Financing Assistance

Dear President Cullerton, Members of the Board of Trustees, Village Manager Keehner and Director Yee:

On behalf of the owners of Motor Cycle Center, Inc. ("MCC"), we are pleased to submit for your consideration our redevelopment proposal and request for financial assistance in connection with MCC's relocation to 443 E. St. Charles Road.

SUMMARY OF PROPOSED REDEVELOPMENT AND RELOCATION PROJECT

MCC currently operates out of a 3,000+/- square foot facility located at 518 W. St. Charles Road in Villa Park, IL. They have recently acquired the former Oakfield Ford Dealership, which is a 28,000+/- square foot building situated on 3.2 acres at 443 E. St. Charles Road, which is the southwest corner of St. Charles Road and Oakland Avenue in Villa Park. The relocation to a larger space will enable MCC to add additional manufacturers to its current brands of motorcycles, making MCC the only boutique motorcycle dealership in the Midwest. The renovation and build out will include about 2/3 of the space for MCC new sales showroom and service area with the balance of the space divided into two sub-tenant spaces, which are anticipated to be leased to businesses that are synergistic with the dealership and service center. It is MCC's goal to complete the remodel and build out of the relocation site and open in early spring 2012. This timeframe is critical to next year's business since the Chicagoland motorcycle season is short.

MCC's new location will be situated along the western-most 100' +/- of building frontage along St. Charles Road. Because MCC ("A" space) is a destination business and does not rely on drive-by traffic, there is an opportunity to market the corner space at St. Charles Road and Oakland to a complimentary retail user ("B" space). The space to the south, along Oakland ("C" space) could potentially be leased to an auto-related user. The parking lot will be re-sealed and customer parking will be located off of St. Charles Road and accessed from the existing curb cut. Ornamental planters with seasonal plantings will be installed along the north elevation of the building, in front of the MCC space. Substantial planters will be installed west along the north end of the parking lot to provide an attractive buffer to the street and will also tie in to the bollards planned near the entrance. The planters are both attractive and practical as they can be moved as needed for site maintenance and snow removal as well as provide year-round plantings. This will be a vast improvement since this site has historically been void of any landscape elements. A newly-designed entrance will feature two display cases on top of a canopy structure that will create a stylish and dramatic look to the building and add interest and attention to the entire block.

Two practice areas will be located south of the customer parking. These areas will be used for instruction only, not test rides. Motorcycles used in the practice areas will not be used beyond second gear, which will not produce any excessive levels of noise. These two circular areas will be enclosed within a larger fenced area. The balance of the lot to the south of the "C" space will be used for motorcycle storage.

MCC's investment to purchase and redevelop the former car dealership site includes an array of public benefits and features including:

1. Retention of a successful, long standing business. The relocation and expansion will enable MCC to hold more events and practice lessons. Out of town visitors will not only spend money at the store but will visit local businesses for food, refreshments and gasoline.
2. Ability to house additional motorcycle manufacturers, thereby increasing sales exponentially.
3. Adaptive reuse of an existing structure on a site that has been vacant and deteriorating for four years. The community, surrounding property owners and businesses will benefit from the investment in a thoughtfully designed build out with an attractive new entry feature and landscape elements.
4. Redevelopment of a vacant site that comprises 21% of the land area in the St. Charles Road TIF District
5. A guaranteed occupancy of 2/3 of the newly renovated space. MCC's relocation minimizes the speculative nature of the project and generates instant activity on site that could assist in leasing up the remaining space.
6. Addition of new landscape elements along St. Charles Road and at various locations around the building. This will be a welcome improvement to a site that is entirely hardscape.
7. Creation of temporary construction jobs and permanent retail jobs;
8. Incremental Property Taxes and Sales Taxes to provide revenue sources to future area improvements and redevelopment

Detailed information regarding the proposed development is included in the attached exhibits. We will be available to present this proposal and to discuss comments and answer questions at the January 16, 2012 meeting before the Village Board.

BACKGROUND

MCC is a 30+ year-old, Villa Park-based multi-brand European motorcycle dealership and service provider owned and operated by brothers Greg and Geoff Mellinger. MCC possesses a unique and impressive niche in the industry since European motorcycle brands are hard to come by anywhere in the State of Illinois. MCC is one of three dealers licensed to sell the Ducati Italian brand name in Illinois, and the only Illinois licensed dealer of MV Agusta. The business has grown steadily over the last three decades, and the owners wish to relocate to a larger space within the community in order to bring on additional manufacturers to meet the current and growing demand for specialty motorcycle enthusiasts and service needs. More information about MCC and their long-standing presence in Villa Park is provided in the attached materials.

The owners have explored expanding at their current location however the land area and configuration are not suitable for this purpose. MCC's purchase and renovation of the existing building at 443 E. St. Charles Road provides a unique opportunity to jump start the St. Charles Road TIF. This single project will redevelop about 21% of the entire land area of the district, and reactivate one of the largest vacant properties in the area. The community will benefit from increase in sales taxes from MCC's ability to expand their brand offerings.

CONFORMANCE TO REDEVELOPMENT PLAN

The proposed redevelopment and relocation project meets and achieves a number the General Goals and the Redevelopment and Design Objectives outlined in the St. Charles Road Redevelopment Plan and Project.

DUE DILIGENCE AND PRE-SUBMITTAL CONFERENCE

MCC and the project team have had several meetings with Village staff and consultants including a tour of the relocation site. We have reviewed this submittal with Staff and the Village's consultants and appreciate the time, feedback and direction they have provided.

REQUEST & JUSTIFICATION FOR ASSISTANCE

The total project costs are estimated at \$2,936,949. MCC is requesting financial assistance in the amount of \$614,949 to be distributed in a combination of up-front funding and a sales tax sharing agreement per the breakdown below. Details on this proposed structure are included in the Proposal Summary attached.

Port from Ovaltine TIF Allocation Fund (one-time single payment):	\$200,000
Sales Tax Sharing Agreement	<u>\$414,949</u>
Total	\$614,949 (21% of total project costs)

The financing gap is driven primarily by extraordinary costs related to manufacturer build out requirements and to address deferred maintenance items. Financing is not available for certain project costs and MCC has a finite equity contribution, therefore this level of assistance is required in order to cover the costs of the land acquisition and the hard and soft costs associated with the renovation and build out of the building.

We believe this is a prudent and viable request and structure for the following reasons:

1. The combination of incremental property taxes and sales taxes projected to be generated over the life of the TIF more than pay for the assistance we are seeking. Sales taxes from MCC are based upon actual sales, and future property taxes and sales taxes have been estimated conservatively.
2. The project is largely non-speculative. MCC, a 30+ year old local business, will occupy 2/3 of the space from Day 1. The development will begin generating property and taxes in 2012, with property taxes payable in 2013 and sales taxes payable in 2012.
3. Dividing the request between a seasoned TIF with an established fund balance and the incremental sales taxes from the MCC project in the newer St. Charles Road TIF avoids overburdening either single revenue source.
4. The request represents approximately 21% of the total project costs, which is not atypical for projects of this nature.
5. The amount of TIF-eligible expenses far exceeds the amount of the request.
6. This project meets the goals and objectives of the St. Charles Road Redevelopment Plan. The proposed partnership with the Village reflects the intent and the spirit of the TIF Act as well as the Village's specific TIF plan for the area.

IN CONCLUSION...

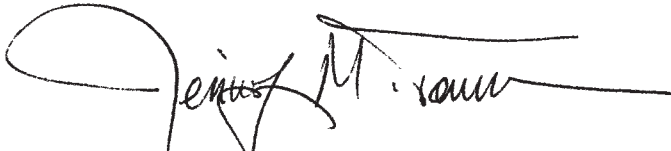
The purchase and relocation project as proposed is not possible without this level and structure of financial assistance. The project has extraordinary costs related to manufacturer build out requirements as well as costs associated with addressing deferred maintenance of the building and the property. Financing is not available for certain development budget expenses and the business owner's equity contribution is fixed, therefore the project needs the TIF assistance at the onset of the project.

We believe that the community and economic benefits of our proposed development will far exceed the level of assistance requested. From an analytical standpoint, the combination of incremental property taxes and sales taxes projected from the project will more than pay for the assistance we are seeking. The TIF assistance and sales tax revenue sharing will allow MCC to expand their business and stay in the community while meeting the Village's goals and objectives by redeveloping a long-vacant property and generating additional revenue to the Village. Above all, the Village has an opportunity to retain a 30+ year old local business and help them expand during a time when there is very little private investment in the area. Therefore, we respectfully request the Village's full consideration of this proposal.

MCC will work closely with the Village of Villa Park to realize the goals of the St. Charles Road Redevelopment Plan through the renovation of this site. MCC is committed to continuing their long-standing relationship and presence within the Village and look forward to this opportunity to make their relocation to 443 E. St. Charles Road a true public-private partnership that the entire community can look upon with pride.

Thank you in advance for your time and consideration of this request. We look forward to bringing this proposal before the Village Board at its January 16, 2012 meeting.

Sincerely,



JENNIFER M. TAMMEN
President

EXHIBITS (attached)

1. Proposal Summary
2. Sources & Uses of Funds/Gap Analysis
3. Detailed Project Budget
4. Incremental Property Tax and Sales Tax Projections
5. Sales Tax Sharing Analysis
6. Site Photographs
7. Site Plan and Elevations
8. Background Information: News Articles on MCC

Cc: Greg Mellinger, MCC
Geoff Mellinger, MCC
Michael Nemlich
Bernard Citron, Thompson Coburn LLP
Kathleen Field Orr, Kathleen Field Orr & Associates

Motor Cycle Center, Inc.
Villa Park, IL
Relocation to 443 E. St. Charles Rd.

EXHIBIT 3: DETAILED PROJECT BUDGET
DRAFT/CONFIDENTIAL

	TOTAL PROJECT BUDGET	TIF ELIGIBLE EXPENSES	EXTRAORDINARY COSTS	Comments
Total Land Acquisition	\$ 1,225,000	\$ 1,225,000		
Hard Construction Cost/Build Out [1]				See Detailed Build Out Budget for Specific Costs
Sub-Total Construction	\$ 971,750	\$ 700,750	\$ 287,250	
Contingency	\$ 97,175	10%		
Sub-Total Construction	\$ 1,068,925			
Contractor Overhead & Profit	\$ 154,994			
Total Hard Construction Cost/Build Out	\$ 1,223,919			
Total Site Improvements/Landscaping [2]	\$ 30,000	AL \$ 30,000		
Fixtures, Furniture & Equipment (FF&E) [3]				
Shop Equipment	\$ 10,000			
Manufacturer Showroom Requirements	\$ 100,000		\$ 100,000	
Dyno and Dyno Equipment and Room	\$ 50,000		\$ 50,000	
Interior Signage	\$ 10,000		\$ 10,000	
Learning Track Equipment	\$ 5,000			
Total (FF&E)	\$ 175,000			
Soft Costs/Fees [2]				Updated Phase I <

[1] All budget items and costs per 11.1.11 estimate prepared by Bonterra unless otherwise noted.

[2] All budget items and costs per 11.1.11 estimate and narrative provided by Michael Nemlich/MCC unless otherwise noted.

[3] Reimbursement for interest costs as allowed under the TIF Act. Includes interest costs from financing of eligible project expenses.

[4] Interest costs that are reimbursable under the TIF Act total approximately \$190k over the 20-year life of the loans, also within the life of the St. Charles Road TIF district. This brings the total extraordinary costs to approximately \$634

Sources: Bonterra, MCC, Michael Nemlich, and THE TAMMEN GROUP

EXHIBIT 8: BACKGROUND INFORMATION: NEWS ARTICLES ON MCC

One of the advantages of selling upscale motorcycles in a major metropolitan area is that even if only a tenth of a percent of the population is interested in luxury motorcycles, that still translates out to a lot of people.

"Ducati blossomed," Geoff continues. "We were the only Ducati dealer in the Chicago metropolitan area. Things started to make sense."

The Mellingers started adding additional brands. After some ups and downs with different manufacturers, they are now selling KTM, Triumph and MV Agusta in addition to old standbys Ducati and Husqvarna. "What's important to us is good communication between the importer and the dealer," Geoff says. "We are interested in uniqueness of the product, and, of course, profitability. We are looking for smaller niche brands with panache."

MCC's advertising philosophy is based on the premise that the brands they carry pull customers. "Customers are driven to the dealer via the manufacturer's website," says Geoff. "We do special events, such as the Italian American Chamber of Commerce show — everything Italian, from fettuccine to Ferraris. It's a great event for us. We also do the British American show and charity events."

Once the customer is in the door, the Mellingers exercise their special people pleasing talents. "We are simple guys," says Geoff. "We treat our customers as we would like to be treated. A lot of people say that, but they don't do it. It's a lot of work. You have to spend time and make an effort."

"For example, the way we deal with people who come to our store with the idea that they are going to check out our merchandise and then buy it on the Internet is we spend time with them," Geoff says. "We shame them into buying at the dealership. We lay it out: We are here for you. You are coming in for customer service. A motorcycle is a hands-on product, and we are on your side."

One byproduct of running a dealership in a big, multicultural city is that you have a multicultural customer base. Once again, the Mellinger talent for people comes through for them. "Everyone gets treated the same," Geoff says. "Everyone gets treated with the same respect. I learned long ago that you can't ignore people. You can't size up people with a look. You have to give them a chance to discredit themselves."

The luck of the Mellingers has helped MCC survive the current economy. "We spent 10 years trying to expand the business," says Geoff. "Every time we were ready to make the big move, some disaster happened. As a result, we paid off our facility, and we weren't over our heads in the downturn. Our clients have generally weathered the economic storm better than a lot of others. We are fortunate. We are going to have one of our best years."

Greg and Geoff are still racing and still having a good time. "We still enjoy our business after 30-plus years," says Geoff. "I love selling bikes, even though I don't like the behind the scenes BS. We are selling the coolest bikes in the world. We have been fortunate to travel to many places through the dealership and experience so many things that other people never get the chance to do."



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A swelling base of satisfied customers has contributed greatly to the growth of the business. They use direct mail with good success, and the website generates bike and parts sales, as well as in-store floor traffic. When it can be coordinated with the factory, the demo ride trucks bring out large crowds. The store is a significant supporter of the local Triumph RAT Club. Now that Husky is owned by BMW, Geoff has been known to pack up a Husky and take it to the local BMW club meetings.

Geoff's racing days are over, but Gregg still carries the flag in motocross racing. On local track days they will transport their customer's bikes and service them at the track.

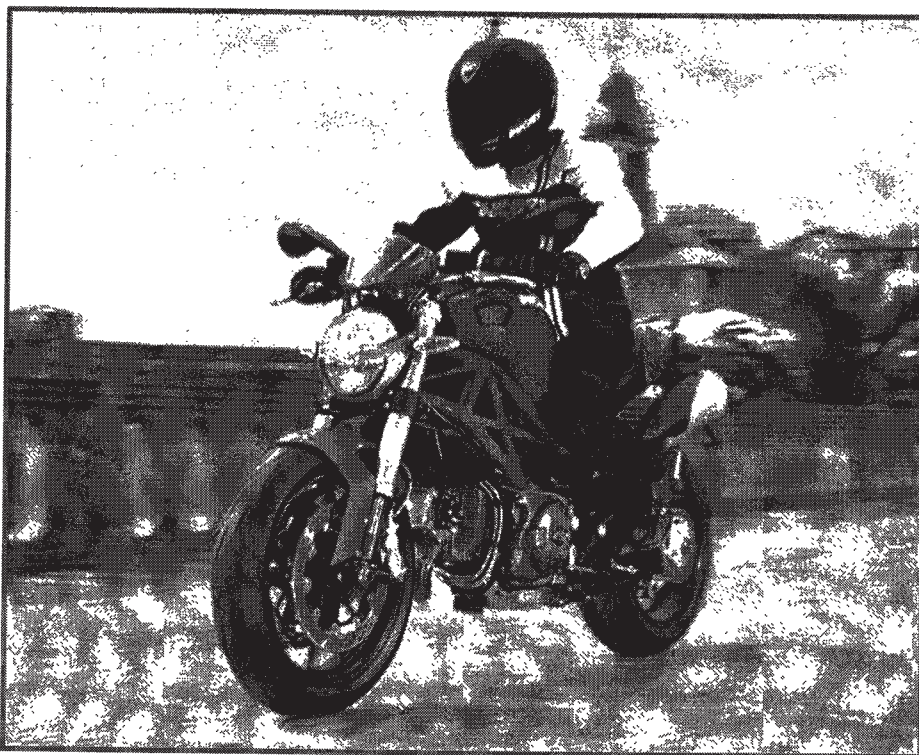
In today's environment, they have to pay close attention to every line item on the P&L as well as inventory and service technician utilization. The most critical component is managing the floor plan for both new and used motorcycles.

The brothers have been through many industry cycles and continue to prosper by focusing on the basics: selling European brands and being committed to creating happy and satisfied customers.

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DUCATI

MONSTER 796 & 696



when accelerating through the gearbox. do their job nicely on each of the bikes.

Both models possess the famous Ducati handling characteristics. Both have a 24-degree rake, which means light, quick, effortless steering inputs. Both bikes are well balanced, and ride on the same 57.1" wheelbase. Non-adjustable Showa 43mm inverted forks up front and a Sachs monoshock, adjustable for preload and rebound out back are also the same on both bikes. For some reason, however, the 796 felt a bit more harsh over the bumps and sent more shivers up my spine on square edged road irregularities.

Lean angles on both bikes are generous, and it will be hard for most riders to even take advantage of all there is to offer. Grip on the 796 comes in the form of a 120/70 ZR17 Pirelli Diablo Rosso in front, and a 180/55 ZR17 on the back. On the smaller 696 you get a Pirelli Angel ST 120/60 on a 17" wheel in front and a trimmer 160/60-17" tire in back. Both sets of rubber

The brakes on each bike are also identical with dual 320mm discs, and 4-piston radial calipers in front and a single 245mm disc with 2-piston calipers in back. Both are capable of producing stoppies (in non ABS form) if desired, and both offer the rider excellent bite and feedback. The brake lever on the 796 is adjustable for reach, as is the clutch lever, but not on the 696.

The 6-speed gearboxes on both of these Ducati's are the same, as are the gear ratios. An APTC wet clutch gives a 'slipper-type' action, while not actually being a full back-torque-limiting unit. It also quiets the overall engine noise and provides a lighter clutch lever pull. They both shift smoothly.

Surprisingly, the mirrors on both bikes are rider friendly, and set on stalks long enough to allow the rider to see a lot more than his own shoulders, and for the most part are steady at speed.

Riding position on both bikes are on the aggressive side of standard. The pegs are set a bit high, and the handlebars are positioned so that the rider is always in a forward lean position – certainly not as radical as clip-ons would require, but you still have a lot of weight resting on your wrists. The gas tanks, however, are so nicely sculpted that the rider's thighs can grip them so as to take some of the pressure away from the arms and shoulders. The 796 feels a bit roomier due to the higher seat height and handlebars.

Both bikes offer the rider plenty of information from the digital gauge package behind the mini bikini fairing, although I prefer round dials for the tach and speedometer to the digital graph for the tach and digital speedo readouts. But you can toggle through dual tripmeters, lap timer (with memory), clock, and easily see the array of warning lights.

The Monster 696 lists for \$8,995 while the Monster 796 lists for \$9,995. Add \$1,000 for the ABS models. Both models will give you that famous Ducati heritage with crisp handling and Italian flair. But both bikes like to be kept in the upper ends of the rev range, which often makes them more difficult to ride every day. When I brought the bikes back to the MCC showroom, it was hard not to look over at the Triumph Street Triple sitting on the floor, which puts out about 20 more horsepower than the 796, and sells for a grand less, and wonder if perhaps going British might be a better choice than Italian.



Note to our Readers:

Ken "Hawkeye" Glassman can be reached at KGcyclefocus@aol.com. Send him your thoughts, comments, critiques, and suggestions for what you'd like to see in the magazine. We want to make Cyclefocus YOUR magazine, so your comments will help us shape the future issues.

2011 TRIUMPH THUNDERBIRD STORM

Continued from Page 00

What sets the Storm apart from the Thunderbird, beside the bigger engine, are some of the cosmetics. The Storm uses liberal amounts of black paint to cover the engine and transmission cases, the cast aluminum 5-spoke wheels, the fork lowers on the 47mm Showa front fork, the coils on the rear shocks, the swingarm, radiator shroud, tank top gauge surround, headlight bezels, turn signals, handlebar risers, switchgear, and more. And you can have the tins finished in either matte or shiny black. I usually don't care for matte finishes, but seeing both bikes side by side, I liked the matte better. It gives the Storm a more rugged and sinister look. So do the dual bug-eye headlights, a la Rocket III and Speed Triple models, in place of the single headlight on the T-Bird. And the flatter drag bars, which combine with a set of black risers, make the set up even more comfortable than the T-Bird's.

The Storm weighs in at 748 lbs. with all the fluids and ready to ride, which makes it a bit lighter than most of the competition. But it's easy to tip off the side stand, because of the excellent balance and low center of mass. And the pounds melt off like a bulimic supermodel once under way. The overall ride quality is firm, but comfortable. I didn't play with the settings on the 5-way pre-load adjustable shocks, but they have a nice amount of travel, and the front Showa set up felt compliant but not sloppy. And even with the powerful front brakes, there isn't excessive nose dive. Overall it's a

comfortable cruiser, even on the winter ravaged pavement we call roads in Chicago, and is capable of providing the rider with long hours in the generously sized and comfortable saddle.

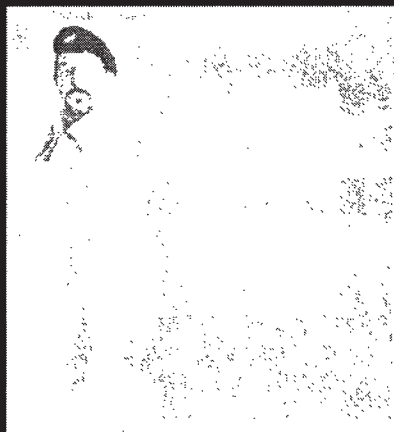
The beefy 120/70/R19 front tire, and the 200/50/R17 rear provide good grip, and you will run out of lean angle before grip. The lean angle is about average for a cruiser, and most riders will never need to scrape the pegs. But the Storm will track nicely throughout the turn, and the bars provide excellent leverage to lean the bike into the corner, and the engine gives you all the grunt to power out of it. The 63.5" wheelbase is shorter than other bikes in the class, which adds to its nimble feeling, and the stiff chassis adds confidence to the rider to push it.

The Storm is a large motorcycle, yet is an outstanding choice for smaller riders because of its compact nature when compared to other motorcycles with similar displacement. The seat height is a low 27.5" off the ground, but it doesn't require your legs to be splayed out, so it is even easier for short legged riders like me to put both feet flat on the pavement. The foot pegs are pushed forward a bit, but not too far to cause one to reach for the brake or shift levers. And even with the flattish drag bars, the grips fall easily to hand because of a set of pull back risers. I was surprised that Triumph didn't fit the Storm with adjustable levers, but even small hands won't be taxed with a long reach for them.

The mirrors are nicely spaced for a good view of traffic behind the rider, and are rock steady at speed.

The seat is nicely dished and the removable pillion pad is hospitable for rear seat passengers. The tank top instrument panel is simple with a large round dial – the top portion for the speedometer, and the lower portion being a tachometer. A small LCD screen allows you to toggle between odometer, dual tripmeters, a clock and a distance to empty reading. All warning lights are located within that gauge, so the tank top has a clean sparse look. Another nice feature is self-canceling turn signals and a strong, loud horn.

This is a great motorcycle, with first rate fit and finish. It has styling cues from the best cruisers on the market, but with a European flair to set it apart. And with Storm treatment gives it a bit more attitude, which is what the cruiser world is all about. If you're looking for a cruiser with this size motor, you won't find a better way to spend \$13,899.



TRIUMPH

BONNEVILLE T-100

500 lbs., it's really easy to shift your weight and let the T-100 lean into the turns. Side to side transitions are quick and easy, and the upright handlebars are placed perfectly to provide plenty of leverage to set your line. Keep in mind that this sporty Bonnie won't challenge true sportbikes, like its cousin the Daytona 675, but it will be more than up to the task of handling aggressive riding on challenging roads.

The T100 is powered by an air-cooled, DOHC, parallel-twin displacing 865 cc's. The motor is good for 67 horsepower, which peaks at 7500rpm, just 500 rounds shy of the redline, and 50 ft. lbs. of torque at 5800 rpm. Again, those numbers may not knock your socks off, but in the real world, it makes this Bonnie a quick motorcycle that allows you to scoot away from traffic and handle any passing maneuver you'll need on the road. Keep the 5-speed tranny in the right gear, and you've got more than enough grunt to keep a smile on your face. If you're listening for a low ominous growl from the exhaust, you'll be disappointed. No big guns here, just a quiet hum from the "peashooter" exhaust pipes. But I prefer quiet to loud. Triumph offers several exhaust options from Arrow Exhausts if you must have the sound, however.

The transmission is quite user friendly, with short throws to change gears, and each up and down shift is quick and sure, with the proper mechanical feel. The power goes to the rear wheel via an x-ring chain, which operates quietly.

The ergonomics are quite comfortable, with the relationship of the handlebars, seat, and footpegs offering a upright seating position. The brake and clutch levers are 4-position

adjustable for reach. Clutch effort is low, and the take-up range is wide. The rider looks ahead to see a simple two-gauge pod, with white letters on a black background. The left one is for the speedometer, with a quaint and optimistic 130 mph mark. I would imagine the T-100 will hit the ton, but probably with a strong tailwind and the rider lying down on the tank. There's an LED screed for dual tripmeters, odometer, and a clock. The right gauge houses the tach and some of the warning lights. Both are easy to see and read without taking your eyes off the road.

The flat, "ironing board" seat, which sits a low 29.1 inches off the ground, makes the bike quite easy to place your feet flat on the ground. The seat looks to be uncomfortable; however, it is anything but. It may not offer any lower back support, but it is all day comfortable for rider and passenger, with a very good grab handle for your pillion partner. The white piping is a nice visual touch, and the seat provides a nice flat platform for tying down some luggage. Of course, Triumph offers proper leather saddlebags if desired.

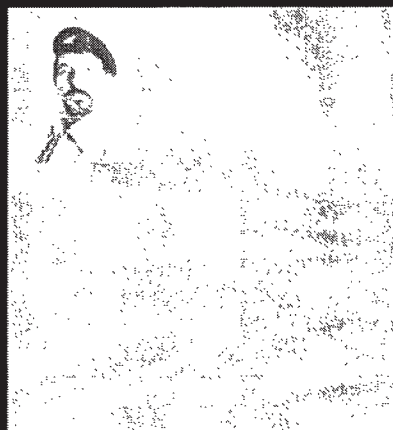
Triumph is aware that women are making up an increasing portion of motorcycles sales, and the Bonneville line (along with the America) is an attractive package for women. The size, weight, power and simplicity are all traits that many women and beginning riders look for. And it is a motorcycle that a rider won't soon grow out of as skills progress. And experienced male riders won't feel deprived riding the T100 either. For those older guys who had a Bonneville in their youth, they will find that this new model will give them all of the good things they remember, and more. More power, stronger brakes, better handling, and

bullet-proof reliability. They'll also find excellent paint, fit and finish. What they won't miss from their halcyon days are the puddles of oil that weeped out of dodgy gaskets, and the spotty Lucas electronics.

Visually, they'll get the same thrill to look at the T100. The two tone gas tank with rubber tank pads and hand-painted pinstripes, the spoke wheels, peashooter pipes, and large round mirrors recall the styling of yesteryear. The black engine cases have polished fins, and there's enough chrome around the engine to attract the eye.

So, for anyone wishing for a good, honest motorcycle that will be as at-home doing commuting chores, (expect 43 mpg City, and 57 mpg Highway) as it is doing fun weekend rides into the countryside, you can't go wrong with the Triumph Bonneville T100. And trust me; this bike is a conversation magnet wherever you go. Young folks will comment on how cool it looks, and older riders will regale you with their stories of the old days when they had one in their youth.

Another impressive thing about the T100 is the price. You can get an all black model for only \$8,599, and the two-toned job for \$8,799.



Thursday, February 23, 2012

Marriott Chicago at Medical District/UIC

625 South Ashland • Chicago, IL 60607 • +1 312 491 1234

Conveniently located off the Eisenhower Expy (Ashland exit, go south). Valet parking at hotel or Rush Medical Center Garage is across street.

El: Blue line, Racine stop, exit towards Loomis, walk to Harrison then two blocks west to hotel. Or El: Pink line, Polk stop.

"Opportunities in Reaching Hispanic Consumers in Chicagoland"

The time is now! Don't miss this event!

10:00 – 11:30 am

Optional Bus tour of retail on 26th Street "Little Village", and Pilsen area.

(Available to Pre-registrants of the meeting at no extra charge, check box on registration form. Please meet at Marriott Chicago at Medical District/UIC lobby at 9:55 am, our motorcoach will depart at 10:00 am)

Join us for a tour through Chicago's Little Village community, one of Chicago's most vibrant Hispanic shopping corridors. The tour will go through the Pilsen community and lead into 26th Street, which is said to be Chicago's 2nd highest revenue producing street, second only to Michigan Ave. The Tour will be led by **Alderman Ricardo Muñoz**, 22nd ward of the City of Chicago, Miguel Chacon, Burnham & Sullivan Equities, REAP Graduate and Frances Q. Spencer, SCSM, SCMD, Program Co-Chair, Pendulum Partners. We will return to hotel at 11:30 am.

Registration – Marriott Chicago at Medical District/UIC

11:30 am – 7:00 pm

12:15 – 12:45 pm

12:45 – 1:00 pm

Lunch served – Conference Room, lower level

Welcome and Introduction to the Program: Daniela Macaddino, Program Co-Chair, Chicago, IL; Frances Q. Spencer, SCSM, SCMD, ICSC Division Alliance Private Sector Co-Chair, Program Co-Chair, The Pendulum Partners, Chicago, IL

1:00 – 1:30 pm

Vital Market to Reach: The Hispanic Consumer in Chicagoland

- **Keynote Speaker:** Sylvia Puente, Latin Policy Forum, Chicago, IL

1:30 – 2:15 pm

Demographic Information: The Growing Hispanic Market in Chicagoland

- **Speakers:** John Alfonzo, NBC Universal-Telemundo WSNS; Alex Orozco OCS, Inc., Chicago, IL

2:15 – 2:30 pm

Networking and Coffee Break

2:30 – 2:45 pm

Update on REAP Mentoring Program

The REAP program is an educational and leadership development program to encourage greater diversity in the retail real estate industry.

- **Speaker:** Ezequiel "Zeke" Flores, REAP - The Real Estate Associate Program, Chicago, IL

2:45 – 3:30 pm

Retailers Making a Move: Reaching the Hispanic Market in Chicagoland

- **Moderator and Apparel Retailer:** Rolando Arrendondo, GAP, Inc., Chicago, IL
- **Panelists:** Omar Duque, Hispanic Chamber of Commerce; Local Grocer: TBA; Retailers: TBA

3:30 – 4:30 pm

Landlords and Brokers: Working to Reach the Hispanic Market in Chicagoland

- **Moderator:** Kenneth Crane, PLS Realty, Chicago, IL
- **Panelists:** David Bossy, Net3 Real Estate, LLC, Oak Brook, IL; Tony Kahan, KB Real Estate, Northfield, IL

4:30 – 5:15 pm

Communities Who Have Successfully Marketed to Hispanic Retailers and Consumers

- **Moderator:** Frances Q. Spencer, SCSM, SCMD, Program Co-Chair, Pendulum Partners, Chicago
- **Panelists:** Anthony Griffin, Berwyn Development Corporation, Berwyn, IL; Rhonda Marin, Vice President, Small Business Lending, Capital Source, Chicago, IL; Michelle Rentzsch, City of Crystal Lake, Crystal Lake, IL

5:15 – 5:30 pm

Closing Remarks: - Daniela Macaddino, Program Co-Chair, Chicago, IL

5:30 – 7:00 pm

Member-Hosted Cocktail Reception - Held at Rook's Corner restaurant in hotel

Reception Sponsorship opportunities available! Please see www.icsc.org/2012S03 for more details.

Program Planning Committee: Daniela Macaddino, Program Co-Chair, Chicago, IL; Frances Q. Spencer, SCSM, SCMD, ICSC Division Alliance Private Sector Co-Chair, Program Co-Chair, The Pendulum Partners, Chicago, IL; Rolando Arrendondo, GAP, Inc., Chicago, IL; Ivan Baker, ICSC Illinois Public Sector Co-Chair, Village of Tinley Park, Tinley Park, IL; Miguel Chacon, Burnham & Sullivan Equities, REAP Graduate, Chicago, IL; Kenneth Crane, PLS Realty, Chicago, IL; Chicago, IL; Patty Formosa, General Growth Properties, Inc., Chicago, IL; Anthony Griffin, Berwyn Development Corporation, Berwyn, IL; Michael F. Mallon, SCLS, SCSM, ICSC Illinois State Director, Mallon and Associates, Inc., Wheaton, IL; Ann Trandai, CCIM Institute, Lake Bluff, IL; Martha J. Winter, Lagestee-Mulder, Inc., Clarendon Hills, IL

For questions regarding registration, please call our Registration Department at +1 646 728 3800.

Register now at www.icsc.org

Registration Fees*

	Advance Fee**	On-Site Fee
Member:	\$ 90	\$110
Non-Member:	\$110	\$130
Student Member:	\$ 50	\$ 50

*There are no refunds or cancellations
 **Advanced registration closes on February 20
☐ I will attend the 10:00 am tour, Feb. 23, gathering at 9:55 am in hotel lobby
ICSC Meeting Contact:
 Kurt Wallin +1 646 728 3467
 Fax completed form to:
 Fax +1 732 694 1800
 2012S03-5016-21

Name _____
 Company _____
 Address _____
 City _____ State _____ Zip _____
 Telephone () _____ Fax () _____
 Your membership ID # _____ E-mail _____
METHOD OF PAYMENT
☐ Check or money order made payable to ICSC for \$ _____
☐ MasterCard ☐ VISA ☐ Amex ☐ Discover
 Name (as it appears on credit card) _____ Signature _____
 Credit Card Number (include all digits) _____ Expiration Date (month/year) _____

433 WEST ST. CHARLES RD
VILLA PARK, IL



433 W St Charles Rd, Villa Park, IL 60181



©2009 Google

EXHIBIT 7: SITE PLAN AND ELEVATIONS

Motor Cycle Center, Inc.
Villa Park, IL
Relocation to 443 E. St. Charles Rd.
Incremental Property and Sales Tax Projections

EXHIBIT 4: INCREMENTAL PROPERTY TAX AND SALES TAX PROJECTIONS
CONFIDENTIAL/DRAFT (REV.2)

ASSUMPTIONS				
2008 Base EAV of Development Site [1]	\$	1,206,570		
Annual Inflation Rate [2]		-5%	1%	
% Revenue Collected		98%		
2011 Est. Annual Sales (MCC) [3]	\$	3,172,414	20% Annual Sales Increase in Year 1 in new facility	10% annual increases thereafter
Annual Sales Threshold	\$	3,500,563		
Estimated Annual Sales (Retail "B")	\$	896,112	Est. psf gross sales tax receipts @ \$150	3% annual increases after Year 1
Estimated Annual Sales (Commercial "C")	\$	-	Assume no sales tax generation	
% Sales Tax Revenue to Village		1%		

Projected Taxes From Proposed Retail Project

Projected EAV of New MCC Retail Space "A"	\$	885,027	Projected EAV of New Retail Space "B"	\$	292,403	Projected EAV of New Commercial Space "C"	\$	149,847
Total SF of New Retail		18,451	Total SF of New Retail		6,096	Total SF of New Commercial		3,408
Efficiency @	98%	18,082	Efficiency @	98%	5,974	Adj. for Efficiency @	98%	3,340
2010 Property Tax Rate		6.1293%	2010 Property Tax Rate		6.1293%	2010 Property Tax Rate		6.1293%
Projected Taxes from New Retail	\$	54,246	Projected Taxes from New Retail	\$	17,922	Projected Taxes from New Commercial	\$	9,185
PSF Taxes from New Retail		\$3.00	PSF Taxes from New Retail		\$3.00	PSF Taxes from New Commercial		\$2.75

TIF Year [4]	Year Assessed [5]	Projected Value of EAV Added			Taxable AV/ Incremental Value [7]	Projected Revenues (Year Received) [8]	Revenues Collected (By 12/31) [9]	Total Taxable Sales				Village Portion	
		Retail -MCC "A"	Retail "B"	Commercial "C"				Sales Tax Year	MCC	Retail "B"	Total	1%	
			[6]									Annual	Cumulative
Base EAV/0	2008												
1	2009												
2	2010												
3	2011												
4	2012	\$ 420,388	\$ -	\$ 71,177				1	\$ 1,903,448		\$ 1,903,448	\$ 19,034	\$ 19,034
5	2013	\$ 849,183	\$ -	\$ 143,778				2	\$ 4,187,586		\$ 4,187,586	\$ 41,876	\$ 60,910
6	2014	\$ 857,675	\$ 283,366	\$ 145,216	\$ 79,687			3	\$ 4,606,345	\$ 672,084	\$ 5,278,429	\$ 52,784	\$ 113,695
7	2015	\$ 866,252	\$ 286,200	\$ 146,668	\$ 92,549	\$ 4,884	\$ 4,787	4	\$ 5,066,979	\$ 922,995	\$ 5,989,975	\$ 59,900	\$ 173,594
8	2016	\$ 874,914	\$ 289,062	\$ 148,135	\$ 105,540	\$ 5,673	\$ 5,559	5	\$ 5,573,677	\$ 950,685	\$ 6,524,362	\$ 65,244	\$ 238,838
9	2017	\$ 883,663	\$ 291,952	\$ 149,616	\$ 118,662	\$ 6,469	\$ 6,340	6	\$ 6,131,045	\$ 979,206	\$ 7,110,251	\$ 71,103	\$ 309,941
10	2018	\$ 892,500	\$ 294,872	\$ 151,112	\$ 131,914	\$ 7,273	\$ 7,128	7	\$ 6,744,149	\$ 1,008,582	\$ 7,752,731	\$ 77,527	\$ 387,468
11	2019	\$ 901,425	\$ 297,821	\$ 152,623	\$ 145,299	\$ 8,085	\$ 7,924	8	\$ 7,418,564	\$ 1,038,839	\$ 8,457,404	\$ 84,574	\$ 472,042
12	2020	\$ 910,439	\$ 300,799	\$ 154,149	\$ 158,817	\$ 8,906	\$ 8,728	9	\$ 8,160,421	\$ 1,070,005	\$ 9,230,425	\$ 92,304	\$ 564,346
13	2021	\$ 919,544	\$ 303,807	\$ 155,691	\$ 172,471	\$ 9,734	\$ 9,540	10	\$ 8,976,463	\$ 1,102,105	\$ 10,078,568	\$ 100,786	\$ 665,132
14	2022	\$ 928,739	\$ 306,845	\$ 157,248	\$ 186,262	\$ 10,571	\$ 10,360	11	\$ 9,874,109	\$ 1,135,168	\$ 11,009,277	\$ 110,093	\$ 775,225
15	2023	\$ 938,026	\$ 309,913	\$ 158,820	\$ 200,190	\$ 11,417	\$ 11,188	12	\$ 10,861,520	\$ 1,169,223	\$ 12,030,743	\$ 120,307	\$ 895,532
16	2024	\$ 947,407	\$ 313,012	\$ 160,409	\$ 214,258	\$ 12,270	\$ 12,025	13	\$ 11,947,672	\$ 1,204,300	\$ 13,151,972	\$ 131,520	\$ 1,027,052
17	2025	\$ 956,881	\$ 316,142	\$ 162,013	\$ 228,466	\$ 13,132	\$ 12,870	14	\$ 13,142,439	\$ 1,240,429	\$ 14,382,868	\$ 143,829	\$ 1,170,880
18	2026	\$ 966,450	\$ 319,304	\$ 163,633	\$ 242,816	\$ 14,003	\$ 13,723	15	\$ 14,456,683	\$ 1,277,641	\$ 15,734,325	\$ 157,343	\$ 1,328,224
19	2027	\$ 976,114	\$ 322,497	\$ 165,269	\$ 257,310	\$ 14,883	\$ 14,585	16	\$ 15,902,352	\$ 1,315,971	\$ 17,218,322	\$ 172,183	\$ 1,500,407
20	2028	\$ 985,875	\$ 325,722	\$ 166,922	\$ 271,949	\$ 15,771	\$ 15,456	17	\$ 17,492,587	\$ 1,355,450	\$ 18,848,037	\$ 188,480	\$ 1,688,887
21	2029	\$ 995,734	\$ 328,979	\$ 168,591	\$ 286,734	\$ 16,669	\$ 16,335	18	\$ 19,241,845	\$ 1,396,113	\$ 20,637,959	\$ 206,380	\$ 1,895,267
22	2030	\$ 1,005,691	\$ 332,269	\$ 170,277	\$ 301,667	\$ 17,575	\$ 17,223	19	\$ 21,166,030	\$ 1,437,997	\$ 22,604,027	\$ 226,040	\$ 2,121,307
23	2031	\$ 1,015,748	\$ 335,592	\$ 171,980	\$ 316,750	\$ 18,490	\$ 18,120	20	\$ 23,282,633	\$ 1,481,137	\$ 24,763,770	\$ 247,638	\$ 2,368,945
24	2032	Collection of Year 23 Increment				\$ 19,415	\$ 19,026						
Total						\$ 215,221	\$ 210,916		\$ 216,136,550	\$ 20,757,929	\$ 236,894,478	\$ 2,368,945	N/A

SOURCE: York Township Assessor and THE TAMMEN GROUP

[1] Per Ehlers on 12.13.11, DuPage County has indicated that 2008 is the Base Year EAV for the St. Charles Rd. TIF district. The St. Charles Road TIF Redevelopment Project and Plan prepared by Camiros 9.29.08 indicates a 2007 Base Year EAV. The projections have been updated to reflect a 2008 Base EAV.

[2] Information provided 12.13.11 by Ehlers per their conversation with York Township Assessor indicatig that EAV is expected to decrease by approximately 5% in Tax Year 2012/Collection Year 2013 from Tax Year 2011/Collection Year 2012. THE TAMMEN GROUP assumes inflation occurs annually at 1% thereafter.

[3] Sales data provided by MCC.

[4] The TIF was created in 2009 with a 2008 Base Year (see footnote 1).

[5] We assume Year 1 of the development to be 2012 with a 3-month construction period commencing in January 2012.

[6] Added value based on the rehabilitation, renovation and relocation of MCC as proposed.

[7] Total taxable EAV less base year EAV.

[8] Tax revenues are collected one year after the taxing year.

[9] We assume a 98% collection rate.

[10] Village is non-home rule and receives 1% share of sales taxes.

PUBLIC REVENUE SUMMARY

Property Taxes	Sales Taxes	Total
\$ 210,916	\$ 2,368,945	\$ 2,579,861
\$ (21,092)	less 10% admin.	
\$ 189,825	\$ 2,368,945	\$ 2,558,769

TIF REQUEST	
Funding Requested	Proposed Source/ Structure
\$ 200,000	Up Front Funding (Port from Ovaltine TIF fund)
\$ 414,949	Sales Tax Sharing Agreement
Total \$ 614,949	21% of total project costs

Motor Cycle Center, Inc.
Villa Park, IL
Relocation to 443 E. St. Charles Rd.

EXHIBIT 5: SALES TAX SHARING SCHEDULE & ANALYSIS
CONFIDENTIAL/DRAFT

SALES TAX SHARING SCHEDULE

Village Sales Tax Rate 1%
Base sales threshold [1] \$ 3,500,563

Sharing Schedule	Years (Est.)	% of Sales Tax [2]	
		Villa Park	MCC
0-13	2012-2024	20%	80%
14-20	2025-2031	100%	0%

MCC PAYBACK/BREAKEVEN SENSITIVITY ANALYSIS		Principal Amount	\$ 414,949			
			Year 10 (2021)	Year 11 (2022)	Year 12 (2023)	Year 13 (2024)
Between Year 10 (2021) & Year 11 (2022)	NPV @ 5.75%		\$374,459	\$422,076	-	-
Between Year 11 (2022) & Year 12 (2023)	NPV @ 8.00%		-	-	\$405,957	\$444,645

	Year 1 2012	Year 2 2013	Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021	Year 11 2022	Year 12 2023	Year 13 2024	Year 14 2025	Year 15 2026	Year 16 2027	Year 17 2028	Year 18 2029	Year 19 2030	Year 20 2031
MCC SALES [3]																				
Total MCC Taxable Sales	\$ 1,903,448	\$ 4,187,586	\$ 4,606,345	\$ 5,066,979	\$ 5,573,677	\$ 6,131,045	\$ 6,744,149	\$ 7,418,564	\$ 8,160,421	\$ 8,976,463	\$ 9,874,109	\$ 10,861,520	\$ 11,947,672	\$ 13,142,439	\$ 14,456,683	\$ 15,902,352	\$ 17,492,587	\$ 19,241,845	\$ 21,166,030	\$ 23,282,633
RETAIL "B" SALES [3]																				
Total Retail "B" Taxable Sales	\$ -	\$ -	\$ 672,084	\$ 922,995	\$ 950,685	\$ 979,206	\$ 1,008,582	\$ 1,038,839	\$ 1,070,005	\$ 1,102,105	\$ 1,135,168	\$ 1,169,223	\$ 1,204,300	\$ 1,240,429	\$ 1,277,641	\$ 1,315,971	\$ 1,355,450	\$ 1,396,113	\$ 1,437,997	\$ 1,481,137
SUB TOTAL TAXABLE SALES	\$ 1,903,448	\$ 4,187,586	\$ 5,278,429	\$ 5,989,975	\$ 6,524,362	\$ 7,110,251	\$ 7,752,731	\$ 8,457,404	\$ 9,230,425	\$ 10,078,568	\$ 11,009,277	\$ 12,030,743	\$ 13,151,972	\$ 14,382,868	\$ 15,734,325	\$ 17,218,322	\$ 18,848,037	\$ 20,637,959	\$ 22,604,027	\$ 24,763,770
TAXABLE BASE SALES THRESHOLD	\$ 1,750,282	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563	\$ 3,500,563
SURPLUS SALES (TOTAL BASE TAXABLE SALES - THRESHOLD)	\$ 153,167	\$ 687,023	\$ 1,777,865	\$ 2,489,411	\$ 3,023,799	\$ 3,609,687	\$ 4,252,168	\$ 4,956,840	\$ 5,729,862	\$ 6,578,004	\$ 7,508,714	\$ 8,530,180	\$ 9,651,408	\$ 10,882,305	\$ 12,233,761	\$ 13,717,759	\$ 15,347,473	\$ 17,137,395	\$ 19,103,463	\$ 21,263,206
SALES TAX SHARING ANALYSIS																				
Taxable Base Sales (1% of Sales Threshold)	1% \$ 17,503	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006	\$ 35,006
Surplus Sales @ 1%	1% \$ 1,532	\$ 6,870	\$ 17,779	\$ 24,894	\$ 30,238	\$ 36,097	\$ 42,522	\$ 49,568	\$ 57,299	\$ 65,780	\$ 75,087	\$ 85,302	\$ 96,514	\$ 108,823	\$ 122,338	\$ 137,178	\$ 153,475	\$ 171,374	\$ 191,035	\$ 212,632
Total Taxable Sales (Village Portion)	\$ 19,034	\$ 41,876	\$ 52,784	\$ 59,900	\$ 65,244	\$ 71,103	\$ 77,527	\$ 84,574	\$ 92,304	\$ 100,786	\$ 110,093	\$ 120,307	\$ 131,520	\$ 143,829	\$ 157,343	\$ 172,183	\$ 188,480	\$ 206,380	\$ 226,040	\$ 247,638
Villa Park Sales Tax Share	\$ 3,807	\$ 8,375	\$ 10,557	\$ 11,980	\$ 13,049	\$ 14,221	\$ 15,505	\$ 16,915	\$ 18,461	\$ 20,157	\$ 22,019	\$ 24,061	\$ 26,304	\$ 28,769	\$ 31,468	\$ 34,411	\$ 37,608	\$ 41,069	\$ 44,804	\$ 48,828
MCC Sales Tax Share	\$ 15,228	\$ 33,501	\$ 42,227	\$ 47,920	\$ 52,195	\$ 56,882	\$ 62,022	\$ 67,659	\$ 73,843	\$ 80,629	\$ 88,074	\$ 96,246	\$ 105,216	\$ 115,060	\$ 125,875	\$ 137,772	\$ 150,872	\$ 165,311	\$ 181,236	\$ 198,810

Prepared by THE TAMMEN GROUP
[1] Based upon 5-year average (2006-2010) MCC taxable sales. All taxable sales generated at the 443 E. St. Charles Road property, including ancillary rental space will be calculated toward achieving the threshold.
[2] Upon MCC's payback/breakeven, Sales Tax Sharing will end and revert to 100% of all sales tax revenues to the Village unless otherwise provided for in the Agreement
[3] Per Incremental Property Tax and Sales Tax Projection Schedule

Legend of Abbreviations
N - North
S - South
E - East
W - West
N.E. - Northeast
S.E. - Southeast
S.W. - Southwest
N.W. - Northwest
Rec. - record
Meas. - measured
Doc. - document
Sq. Ft. - square feet
R.O.W. - Right of Way



A.L.T.A.-A.C.S.M. LAND TITLE

Survey

R. E. DECKER, P.C.

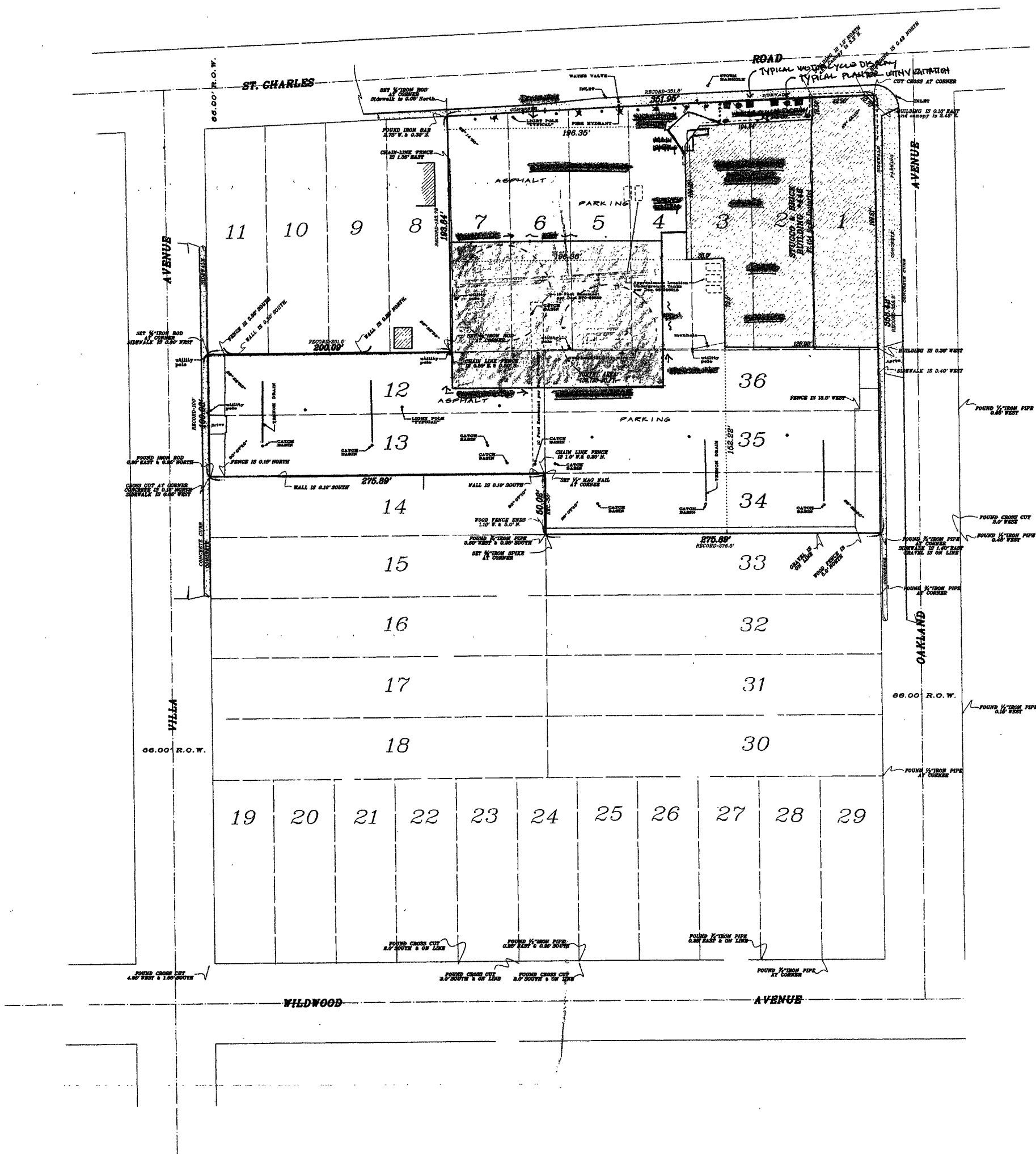
LAND SURVEYORS

114 E. COOK AVE., LIBERTYVILLE, ILLINOIS 60048

847-362-0091 FAX 847-362-0119 mail@deckersurvey.com

Lots 1, 2, 3, 4, 5, 6, 7, 12, 13, 34, 35 and 36 in Woodruff's Resubdivision, being a resubdivision of Lots 1 to 11, inclusive and Lots 19, 20, 34 and part of Lot 35, in Villa Park, being a subdivision in Sections 9 and 10, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat of said resubdivision recorded December 9, 1915 as document 123107, in DuPage County, Illinois.

Commonly known as: 443 E. ST. CHARLES ROAD, VILLA PARK, ILLINOIS.



STATE OF ILLINOIS }
COUNTY OF LAKE }

To: Motor Cycle Center, Inc.
To: Greater Illinois Title Company 000270125 GTSW dated 06-05-2011
To: St. Charles Realty Group, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes items 1, 4, 7A, 8 and 10 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Illinois, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

By: *[Signature]* 09.09.11
Professional Land Surveyor



This Professional service conforms to the current Illinois minimum standards for a "Boundary Survey."

Compare the Description on this Plat with your Deed and Title; also compare all stakes to this Plat before building by them, and report any differences at once. Dimensions are shown in feet and decimal parts thereof.

ORDER NO. 11-500

ORDERED BY: HARDY, STERN, KAYNE

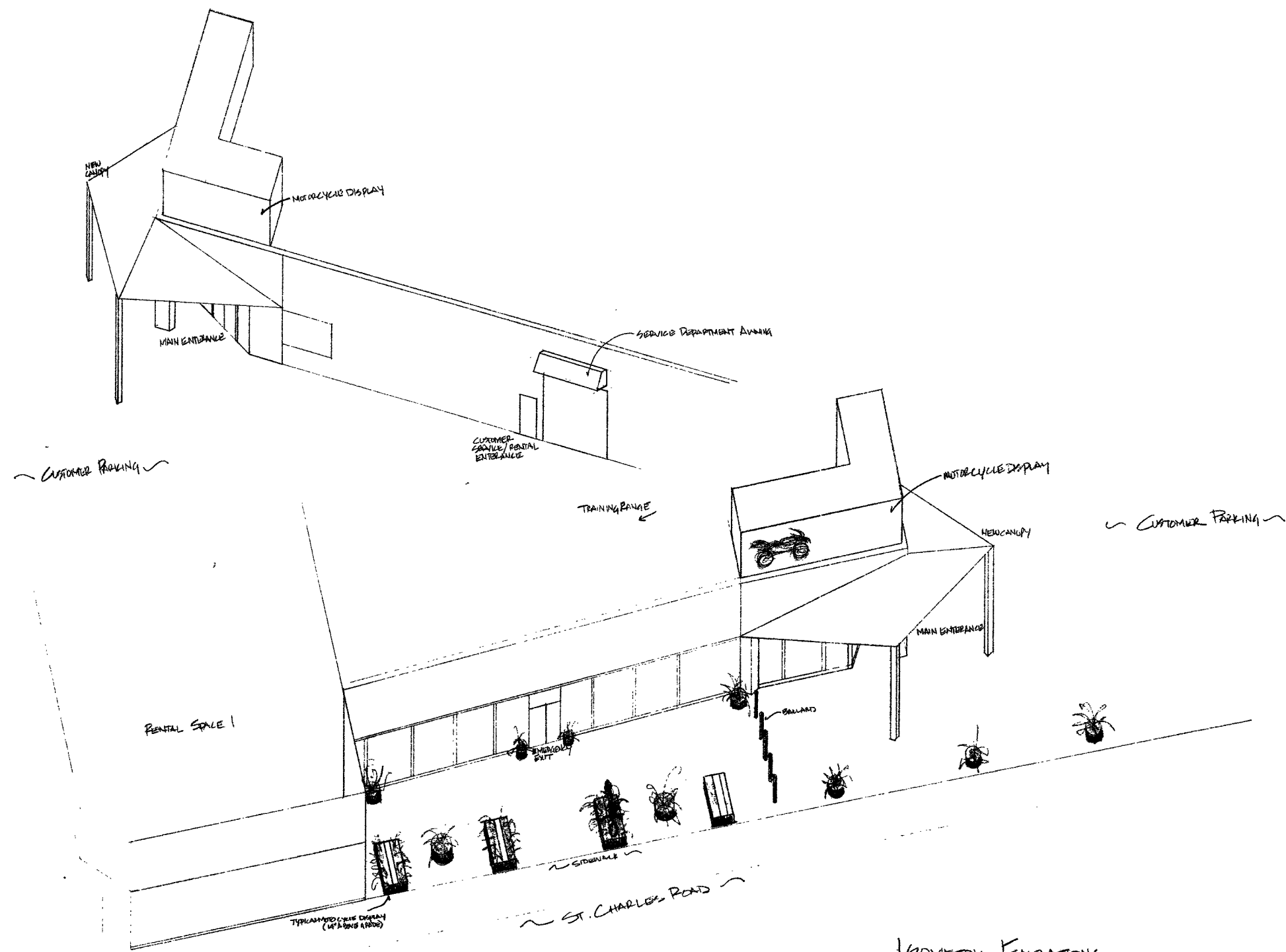
FIELD WORK COMPLETED:

REVISIONS:

WITHOUT A RAISED SEAL
PLAT IS NOT VALID



Legend	Utility Color Code
Proposed Centerline	Proposed Centerline
Existing Centerline	Existing Centerline
Proposed Easement	Proposed Easement
Existing Easement	Existing Easement
Proposed Right-of-Way	Proposed Right-of-Way
Existing Right-of-Way	Existing Right-of-Way
Proposed Boundary	Proposed Boundary
Existing Boundary	Existing Boundary
Proposed Easement with Break	Proposed Easement with Break
Existing Easement with Break	Existing Easement with Break
Proposed Easement with Break and Arrow	Proposed Easement with Break and Arrow
Existing Easement with Break and Arrow	Existing Easement with Break and Arrow
Proposed Easement with Break and Arrow and Utility Pole	Proposed Easement with Break and Arrow and Utility Pole
Existing Easement with Break and Arrow and Utility Pole	Existing Easement with Break and Arrow and Utility Pole
Proposed Easement with Break and Arrow and Utility Pole and Meter	Proposed Easement with Break and Arrow and Utility Pole and Meter
Existing Easement with Break and Arrow and Utility Pole and Meter	Existing Easement with Break and Arrow and Utility Pole and Meter



ISOMETRIC ELEVATIONS
1/8" = 1'-0"

REVISIONS		BY

Motorcycle Center
 433 East St. Charles Road, Villa Park IL.

Date	8-20-11
Scale	1/8" = 1'-0"
Drawn	hsk
Job	
Sheet	2
Of	Sheets

**ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS
CONSENTING TO THE ASSIGNMENT OF THE REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF VILLA PARK, ILLINOIS
AND MOTOR CYCLE CENTER, INC.**

WHEREAS, on May 14, 2012, the President and Board of Trustees (the “*Corporate Authorities*”) of the Village of Villa Park, DuPage County, Illinois (the “*Village*”), approved a Redevelopment Agreement (the “*Agreement*”) by and between the Village and Motor Cycle Center, Inc. (the “*Developer*”) which provided, among other things for the relocation of the Developer’s business located within the Village and within the Redevelopment Project Area, as defined in the Agreement, to a larger facility, also within the Village and the Redevelopment Project Area; and,

WHEREAS, the Agreement provides at Section 10:

“Section 10. Assignment.

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

and,

WHEREAS, the Developer has advised the Village that while the Developer shall operate the business at the new location, GGM Properties Corp. (“*GGM*”) is the entity which has acquired and is undertaking the renovation of the larger facility to which the Developer is relocating; and,

WHEREAS, the Village is willing to consent to the assignment of the Agreement on the condition that MCC and GGM are jointly and severally liable for any and all obligations of the

Developer under the Agreement including the obligation to repay the Village all sums paid by it pursuant to the Agreement upon the happening of certain events as stated in Section 18 thereof.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, that an assignment of the Redevelopment Agreement by and between Motor Cycle Center, Inc. and the Village of Villa Park by Motor Cycle Center, Inc. to GGM Properties Corp ("*GGM*") is hereby approved on the condition that MCC and GGM, by a written instrument delivered to the Village within ten (10) days from the date hereof, acknowledge that both Motor Cycle Center, Inc. and GGM are jointly and severally liable for any and all obligations under said Redevelopment Agreement, including the obligation of repayment in certain events, and agree to be bound by its terms as if a party thereto.

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

Passed this 14 day of May, 2012.

AYES: ALL

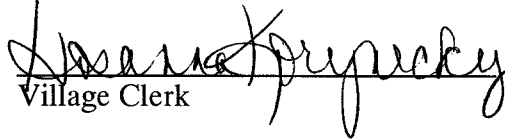
NAYS: _____

ABSENT: _____

Approved this 14 day of May, 2012.


Village President

Attest:


Village Clerk



Published in pamphlet form:

May 14, 2012

PUBLISHED IN PAMPHLET FORM THE FOLLOWING:

ORDINANCE NO. 3698

TITLED:

**Ordinance of the Village of Villa Park, DuPage County, Illinois
Consenting to the Assignment of the Redevelopment Agreement by and
between the Village of Villa Park, Illinois and Motor Cycle Center, Inc.**

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

STATE OF ILLINOIS)) ss
COUNTY OF DU PAGE)

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

Ordinance NO. 3698

Ordinance of the Village of Villa Park, DuPage County, Illinois
Consenting to the Assignment of the Redevelopment Agreement by
and between the Village of Villa Park, Illinois and Motor Cycle
Center, Inc.

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

Dated May 14, 2012

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 14 day of May, 2012.

Seal




Hosanna Korynecky, Clerk
Village of Villa Park

Closing Certificate

October 16, 2023

Pursuant to Section 7.1.8 of that certain Asset Purchase Agreement, dated as of April 17, 2023 (as amended from time to time prior to the date hereof, the “Agreement”), by and between JOHN ANTHONY SCHEFF, INC., an Illinois corporation (“Buyer”) and MOTOR CYCLE CENTER, INC., an Illinois corporation (“Seller”), the undersigned does hereby certify to Seller, as of the date hereof, which is the date Closing under the Agreement, for and on behalf of Buyer, as an authorized officer of Buyer and not in an individual capacity, that (x) all the conditions set forth in Section 6.2.1 and Section 6.2.2 of the Agreement are satisfied in all respects as of the date hereof and (y) all documents to be executed and delivered by Buyer at the Closing have been executed by duly authorized officers of that Buyer.

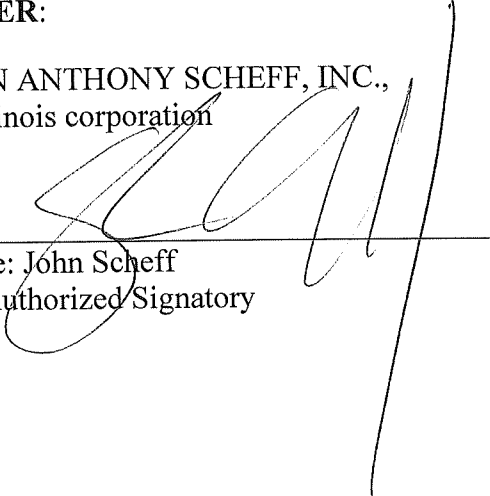
Capitalized, undefined terms used herein have the respective meanings ascribed to them in the Agreement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the undersigned has duly executed this Closing Certificate as of the date first written above.

BUYER:

JOHN ANTHONY SCHEFF, INC.,
an Illinois corporation

By: 

Name: John Scheff

Its: Authorized Signatory

[Company Closing Certificate]

BILL OF SALE AND ASSIGNMENT OF CONTRACTUAL RIGHTS

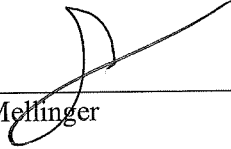
1. **Sale and Transfer of Assets and Contract Rights.** FOR TEN AND 00/100s DOLLARS and other good and valuable consideration in hand paid, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by that certain Asset Purchase Agreement dated April 17, 2023 and all amendments thereto (the "APA"), to which MOTOR CYCLE CENTER, INC., an Illinois corporation (the "Seller"), and JOHN ANTHONY SCHEFF, INC., an Illinois corporation (the "Purchaser"), are parties, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser, effective as of the Closing Date (as defined in the APA), all of Seller's right, title and interest in and to all of the Assets (as defined in the APA) and all of Seller's rights arising under any contracts, agreements, or understandings assumed by Purchaser pursuant to Section 1.3.2 of the APA (hereinafter, the "Rights"). Collectively, the Assets and the Rights are referred to as the "Transferred Items".

2. **Further Actions.** Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Transferred Items hereby made against all persons, to take all steps reasonably necessary to establish the record of Purchaser's title to the Transferred Items, and, at the request of Purchaser, to execute and deliver further instruments of transfer and assignment and take such other action as Purchaser may reasonably request, to more effectively transfer, assign to, and vest in Purchaser each of the Transferred Items, all at the sole cost and expense of Seller.

3. **Terms of the APA.** The terms of the APA, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Transferred Items, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment of Contract Rights as of October 16, 2023.

SELLER: MOTOR CYCLE CENTER, INC., an Illinois corporation


Name: Gregory Mellinger
Its: President

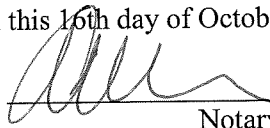

Name: Geoffrey Mellinger
Its: Vice President

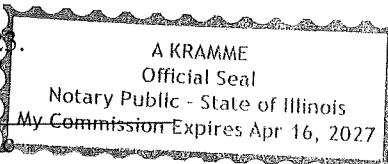
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

I, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Gregory Mellinger and Geoffrey Mellinger personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 16th day of October, 2023.


Notary Public



This instrument prepared by:

Kevin A. Sterling, Esq.
The Sterling Law Office LLC
112 S. Sangamon Street, Suite 101
Chicago, IL 60607

After recording mail to:

Ari Krigel Esq.
Freeborn Law
311 S. Wacker Dr., Suite 3000
Chicago, IL 60606

KATHLEEN V. CARRIER
RECORDER
DUPAGE COUNTY, IL
10/19/2023 03:34 PM
RHSP
COUNTY TAX 1,600.00
STATE TAX 3,200.00
DOC NO. R2023-067942

CT
2302599LT
10/15

SPECIAL WARRANTY DEED

GRANTOR, **GGM PROPERTIES CORP.**, an Illinois corporation ("Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid in hand to Grantor by **443 E. ST. CHARLES ROAD, LLC**, an Illinois limited liability company ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, BARGAIN, REMISE, RELEASE, ALIEN, WARRANT and CONVEY unto Grantee all of Grantor's right, title, and interest in and to the real estate situated in Chicago, State of Illinois and more particularly described on Exhibit A attached hereto, together with all improvements and fixtures located thereon and owned by Grantor as of the date hereof and all rights, privileges and appurtenances pertaining thereto including all of Grantor's right, title, and interest in and to all rights-of-way, open or proposed streets, alleys, easements, strips, or gores of land adjacent thereto (herein collectively called the "Property").

443 E. St. Charles Road
Villa Park, IL 60181

This conveyance is made by Grantor and accepted by Grantee subject to all the permitted exceptions listed on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property together with all improvements located thereon all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, and to Grantee's successors and assigns, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Property unto the Grantee, its successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

This is not homestead property.

[Signatures follow this page]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor as of October 16, 2023.

GRANTOR:

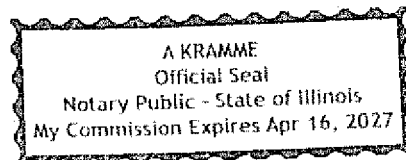
GGM PROPERTIES CORP., an Illinois corporation

By: _____

Gregory Mellinger, President

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gregory Mellinger, the President of Grantor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.



[Signature]
(Notary Public)

Mail Tax Bills to:

443 E ST Charles Rd LLC
443 E St Charles
Villa Park IL
60181

EXHIBIT A

Legal Description

LOTS 1, 2, 3, 4, 5, 6, 7, 12, 13, 34, 35 AND 36 IN WOODRUFF'S RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1 TO 11, INCLUSIVE, AND LOTS 19, 20, 34 AND PART OF LOT 35, IN VILLA PARK, BEING A SUBDIVISION IN SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 9, 1915 AS DOCUMENT 123187, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as: 443 East Saint Charles Road, Villa Park, DuPage County, Illinois 60181

PIN: 06-10-200-004-0000; 06-10-200-005-0000; 06-10-200-006-0000; 06-10-200-012-0000;
06-10-200-013-0000



MEMORANDUM

TO: Village Board of Trustees

FROM: Greg Gola, Director of Parks and Recreation

DATE: March 11, 2024

SUBJECT: A Resolution Authorizing The Execution of an Agreement Between the Village of Villa Park, Illinois and Upland Design, Ltd., for Professional Construction Administration Services for the Lions Park OSLAD Professional Planning and Grant Development in the Amount Of \$105,250.00, Plus Reimbursable Expenses

RECOMMENDED ACTION:

This resolution would authorize the Village President to execute an agreement for the retention of Upland Design Ltd, Plainfield, IL. to complete Lions Park design and architectural services including Design/Development, Complete Construction Documentation, Permitting, Bidding and Construction Administration in the amount of \$105,250 for the addition of more recreation amenities for Lions Park. The Parks and Recreation Advisory Commission and Village staff recommend adoption of the Resolution.

BACKGROUND:

The Parks and Recreation Department would like to provide additional recreation amenities to Village residents, at Lions Park. This Park is currently in the process of building a new Recreation Center, where the removal of the existing basketball courts and playground was necessary. The Parks and Recreation Department applied for and was awarded a \$600,000 matching grant from the Open Space Lands Acquisition and Development (OSLAD) Grant.

DISCUSSION: The Village of Villa Park and the Parks and Recreation Department have a goal of providing more recreational opportunities, both passive and active, to the residents of Villa Park. The basketball court and playground amenities, as well as one baseball field, have been removed to make room for the construction of the new Recreation Center. The Parks and Recreation Department wishes to replace the basketball court and playground, and add additional amenities, to enhance and increase the outdoor recreation opportunities for our residents with the assistance of acquiring an OSLAD Grant.

The OSLAD Grant application was submitted in August, 2023 and the Village received notice in January, 2024, that our application for the grant was approved. Before the grant was submitted, there was a public meeting on July 17, 2023 at the Iowa Community Center, and public comment

was sought on the preliminary plan. The final plan incorporated ideas from that meeting. The total grant award is \$600,000; therefore, the Village has budgeted for matching funds at a 1:1 ratio with a total project cost of \$1,200,000.

Amenities on the grant application based on full grant award of \$600,000:

The Grant Application would include a single basketball court and playground. Additional recreational amenities, to be considered, based on a maximum project cost may include the following:

- Shade structure/shelter
- Senior/Public gathering space
- Butterfly/Pollinator garden
- Passive recreation space, including seating/educational areas
- Addition of Pickleball court(s) and surrounding fencing
- Accessible playground surface (possibly of a poured in place, or synthetic nature)
- Independent playground features (climbing structure/spring riders/spin features)

The Village's portion of the project would be \$600,000, which includes the amount of \$105,250 for the agreement with Upland Design Ltd.

Project funds would be available from the NEDSRA accounts, 34.502.02.292 (Engineering), 34.502.02.299 (Contractual), and 34.502.02.401 (Capital) in the amount \$100,000 for calendar years 2024 and 2025, and \$200,000 for each calendar year (2024 and 2025) from the Parks Operation funds of 36.502.02.292 (Engineering), 36.502.02.299 (Contractual Services) and 36.502.02.401 (Capital Outlay).

Funds for the agreement with Upland Design Ltd would be available from the Parks Operation funds, 36.502.02.299 (Contractual Services), in the amount of \$52,625 in CY2024 and \$52,625 in CY2025, totaling \$105,250.

Resolution No. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF VILLA PARK, ILLINOIS AND UPLAND DESIGN,
LTD., FOR PROFESSIONAL CONSTRUCTION ADMINISTRATION SERVICES
FOR THE LIONS PARK OSLAD PROFESSIONAL PLANNING AND GRANT
DEVELOPMENT IN THE AMOUNT OF \$105,250.00,
PLUS REIMBURSABLE EXPENSES**

WHEREAS, the Village of Villa Park (hereinafter 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 desires to provide additional recreational amenities to Village residents at Lions Park and was awarded an Open Space Land Acquisition and Development (OSLAD) Grant from the Illinois Department of Natural Resources (IDNR) in the amount of \$600,000, for the development of such amenities; and

WHEREAS, Upland Design has offered to provide for professional construction administration services for the OSLAD planning and grant development expanded recreational features at Lions Park (“Professional Services”) in the amount of One Hundred Five Thousand Two Hundred Fifty and 00/100 Dollars (\$105,250.00); and

WHEREAS, the corporate authorities of the Village believe that Upland Design, due to its experience and skill set, is qualified to provide the Professional Services to the Village and that such Professional 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 President and Board of Trustees of the Village have determined that it is advisable, necessary and in the best interest of the public that the Village enter into an agreement with Upland Design for professional construction administration services for the OSLAD planning and grant development expanded recreational features at Lions Park.

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

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

Resolution No. _____

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 Upland Design, Ltd., for the furnishing of Professional Services for the Lions Park OSLAD Planning & Grant Development*, attached hereto 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 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 AND APPROVED this _____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

VILLAGE OF VILLA PARK

Nick Cuzzone, President
Village of Villa Park

ATTEST:

Hosanna Korynecky, Village Clerk
Village of Villa Park

Resolution No. _____

EXHIBIT A

*Agreement between the Village of Villa Park, Illinois and Upland Design, Ltd., for the furnishing
of Professional Services for the Lions Park OSLAD Planning & Grant Development*

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
UPLAND DESIGN, LTD,
for the furnishing of
PROFESSIONAL SERVICES
for the
LIONS PARK OSLAD PLANNING & GRANT DEVELOPMENT

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and UPLAND DESIGN, LTD, hereinafter referred to as “UPLAND DESIGN,” has been prepared and executed to provide for professional construction administration services for the Lions Park Open Space Land Acquisition and Development (OSLAD) planning and grant development, for the Village of Villa Park, 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 Professional Services.

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

A. UPLAND DESIGN AGREES:

1. UPLAND DESIGN, with assistance from CAGE Civil Engineering as UPLAND DESIGN’S subcontractor under this AGREEMENT, shall assist the VILLAGE with professional planning and grant development in those phases of the PROJECT to which this AGREEMENT applies and shall perform the professional development services, as follows (“Professional Services”):

PROJECT Scope:

UPLAND DESIGN with assistance from CAGE Civil Engineering, proposes to accomplish the following work items to assist the VILLAGE with development of construction documents, permitting, bidding and construction administration. An approximate timeline is indicated at the end of the scope, and actual dates will be set to accommodate VILLAGE needs. The PROJECT is to be implemented through public bidding and construction by a contractor.

Survey and Soil Borings

A topographic survey was completed by V3 Companies in 2022. This will be the base plan for the design development and construction documents. Soil borings were also completed as a part of the building project and will be shared by the VILLAGE for reference by the shelter / pergola

manufacturer for footing design. If additional survey or boring work is required, quotes will be obtained and submitted to the owner as reimbursables.

Design Development Plans and Review Meeting

UPLAND DESIGN’S design team will prepare design development plans based on the approved Master Plan created in 2023. The plans will include detailed layout of amenities – listing site furniture, play equipment, fitness equipment with color choices, and basketball court choices. Three dimensional images of the playground will be prepared with color choices. An updated cost estimate will be prepared. A meeting will be held with the VILLAGE team to review plans and the updated costs. No electrical engineering is included. (1 virtual meeting)

Construction Plans, Specifications and Bid Proposal

Based on the approved design development plans, the UPLAND DESIGN team will prepare a set of construction plans, specifications and bid proposal for public bidding. Construction documents will address the following:

- Existing Conditions and Removal
- Layout
- Grading, BMP/Stormwater and Drainage
- Soil Erosion Control
- Landscape Plantings & Restoration
- Construction Details
- General and Technical Specifications
- Bid Proposal Form

The specifications will cover each area of construction. A review meeting at 50% and 90% complete construction documents will take place with the VILLAGE’S staff. The estimate of construction costs will be updated for each review meeting. OSLAD requirements will be incorporated into the bidding and construction documents per the IDNR agreement. Comments from the meetings will be added to the documents. (1 in-person meeting and 1 virtual meeting)

Permits

Permits will be prepared and submitted for the following:

- Village of Villa Park Building Permit
- DuPage County Stormwater Management Permit (Review Conducted by Village)
- IEPA NOI SWPP Permit: Submitted Online (if final disturbance is over 1-acre)

No work is proposed in floodplain nor wetland areas for this PROJECT. Any permit fees will be paid for by the VILLAGE. If the project scope expands or it is later found that additional permits are required, additional professional scope and associated fees will be discussed with the VILLAGE.

Bidding

The bid documents will be distributed through Accurate Repro who will provide both digital and paper copies as requested by bidders. UPLAND DESIGN will contact contractors with an invitation to bid. The VILLAGE will place the legal ad in a local paper and perform any other procedure as required by local purchasing policies. UPLAND DESIGN will be available to answer questions during bidding, will be present at the bid opening, check bids for math accuracy, and review the bids with staff. A letter summarizing bids will be written and if necessary, references will be contacted. UPLAND DESIGN will also be present at the board meeting when the bid is reviewed and awarded. (2 in-person meetings)

Contract Preparation

Once The VILLAGE reviews and awards the PROJECT, UPLAND DESIGN will prepare a standard construction contract for the PROJECT and bind the specifications into one document. These will be sent out for contractor signature and VILLAGE signatures.

Construction Administration

Upon award of a contract, UPLAND DESIGN and its design team will make fourteen (14) total site visits during construction. VILLAGE staff will make additional site visits during construction.

- Review and assist with contractor field orders, change orders and clarifications.
- Review and comment on contractor provided closeout documents including warranties, manuals, and as-built drawings.
- Fourteen (14) Construction Observation Site Visits.
- Contractor submittals and pay applications will be reviewed by UPLAND DESIGN to forwarding to the.
- Certified Payroll will not be reviewed or retained by UPLAND DESIGN
- At PROJECT completion, a walk through with Village staff to develop a punch list will be completed.

UPLAND DESIGN shall have the authority to act on behalf of the VILLAGE only to the extent provided in this AGREEMENT. UPLAND DESIGN shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall UPLAND DESIGN be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

Project Timeline

Description	Start Date	Estimated Completion Date
Survey and Soil Borings	March 2024	March 2024
Design Development	March 2024	April 2024
Construction Documents	May 2024	July 2024
Permitting	July 2024	August 2024
Bidding	August 2024	September 2024
Construction	September 2024	June 2025

Excluded Services

Excluded services include but are not limited the to the following: Hydrologic/hydraulic modeling the floodplain/floodway, wetland mitigation, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this AGREEMENT does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulation.

2. UPLAND DESIGN will perform the Professional Services under this AGREEMENT in accordance with generally accepted and currently recognized planning 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, UPLAND DESIGN 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 Professional 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 UPLAND DESIGN.

3. UPLAND DESIGN 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 UPLAND DESIGN, 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) Workers’ Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

b. Minimum Limits of Insurance

UPLAND DESIGN 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 of \$1,000,000, 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 UPLAND DESIGN 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 UPLAND DESIGN; or automobiles owned, leased, hired or borrowed by UPLAND DESIGN. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b)** UPLAND DESIGN'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 UPLAND DESIGN'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)** UPLAND DESIGN'S insurance shall contain a severability of interests' clause or language stating that UPLAND DESIGN'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 UPLAND DESIGN 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

UPLAND DESIGN 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.

4. To the fullest extent permitted by law, UPLAND DESIGN 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 acts, errors or omissions or willful misconduct of the services by UPLAND DESIGN, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. UPLAND DESIGN shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, UPLAND DESIGN 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 UPLAND DESIGN'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

5. Any insurance policies required by this AGREEMENT, or otherwise provided by UPLAND DESIGN, 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.

6. UPLAND DESIGN 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. UPLAND DESIGN further represents and warrants to the VILLAGE that UPLAND DESIGN 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. UPLAND DESIGN 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.

7. UPLAND DESIGN 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 Professional Services herein described.

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

9. The VILLAGE may, at any time, by written order to UPLAND DESIGN (Suspension of Services Order) require UPLAND DESIGN to stop all, or any part, of the Professional Services required by this AGREEMENT. Upon receipt of such an order, UPLAND DESIGN 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 resumptions of the services upon expiration of the Suspension of Services Order. UPLAND DESIGN 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.

10. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to UPLAND DESIGN, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, UPLAND DESIGN shall be paid for any Professional Services completed and any Professional Services partially completed. All documents, applications, 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, UPLAND DESIGN shall deliver to the successor VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.

11. This AGREEMENT may be terminated immediately by the VILLAGE upon written notice to UPLAND DESIGN, 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 UPLAND DESIGN commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if UPLAND DESIGN 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 UPLAND DESIGN under any chapter of the Bankruptcy Code as now or hereinafter in effect at the time of filing, or if a petition

is filed seeking any such equivalent or similar relief against UPLAND DESIGN under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

- c. If UPLAND DESIGN makes a general assignment for the benefit of creditors;
- d. If a trustee, receiver, custodian or agent of UPLAND DESIGN is appointed under applicable law or under contract, whose appointment or authority to take charge of property of UPLAND DESIGN 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 UPLAND DESIGN'S creditors; and
- e. If UPLAND DESIGN admits in writing an inability to pay its debts generally as they become due.

12. Upon termination, UPLAND DESIGN shall deliver to the VILLAGE, copies of partially completed documents, applications, plans, 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, UPLAND DESIGN shall be paid for all Professional Services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by UPLAND DESIGN.

13. UPLAND DESIGN is qualified technically and is conversant with the policies applicable to the performance of subject consultation and that sufficient, properly trained, and experienced personnel will be retained to perform the Professional Services enumerated herein.

14. UPLAND DESIGN will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at UPLAND DESIGN'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. UPLAND DESIGN, during the period commencing upon the execution of this AGREEMENT and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and UPLAND DESIGN. This AGREEMENT shall not be assigned by UPLAND DESIGN without first obtaining permission in writing from the VILLAGE.

18. All PROJECT deliverables, including drafts of said PROJECT deliverables, created or modified by UPLAND DESIGN relating in any manner to the work performed by UPLAND DESIGN or by anyone else and used by UPLAND DESIGN in performance of the

Professional 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. UPLAND DESIGN hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the PROJECT deliverables, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. UPLAND DESIGN grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name for use on the PROJECT. UPLAND DESIGN 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. UPLAND DESIGN further grants to the VILLAGE full and complete ownership of the PROJECT deliverables. UPLAND DESIGN shall not use the PROJECT deliverables 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 UPLAND DESIGN shall deliver to the VILLAGE all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

20. The reports and any other PROJECT deliverables prepared by UPLAND DESIGN in connection with the Professional Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. UPLAND DESIGN shall have the right to retain copies of all PROJECT deliverables for its files. Furthermore, it is understood and agreed that the PROJECT deliverables prepared for the PROJECT, whether in hard copy or machine-readable form (PDF), 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 deliverables, without the express written consent of UPLAND DESIGN, shall be at the VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless UPLAND DESIGN from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. UPLAND DESIGN shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among UPLAND DESIGN'S promotional and professional materials. UPLAND DESIGN'S materials shall not include the VILLAGE'S confidential and proprietary information.

21. UPLAND DESIGN 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. UPLAND DESIGN shall treat such information at all times as confidential. UPLAND DESIGN acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by UPLAND DESIGN 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 Professional Services being performed by UPLAND DESIGN 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 Professional Services being performed by UPLAND DESIGN under this AGREEMENT which are created, designed, enhanced by UPLAND DESIGN 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 UPLAND DESIGN'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 UPLAND DESIGN 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. UPLAND DESIGN shall immediately return said items to the VILLAGE upon termination of UPLAND DESIGN'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. UPLAND DESIGN 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 UPLAND DESIGN, for the Professional Services above described, a lump sum amount of One Hundred Five Thousand Two Hundred Fifty and 00/100 Dollars (\$105,250.00), plus reimbursable expenses at cost plus 0%, detailed as follows:

Professional Fees

The following professional fees are lump sum for the work described in for Professional Services by UPLAND DESIGN, and include any costs or fees associated with UPLAND DESIGN'S subcontractor CAGE Civil Engineering.

Design Development	\$ 12,630
Construction Plans, Specifications and Bid Proposal	\$ 52,625
Permitting	\$ 8,420
Bidding	\$ 4,210
Construction Observation	\$ 27,365

Total Professional Fee	\$105,250
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Reimbursable Costs:

Reimbursable items will include plotting and printing of drawings at the direct cost to UPLAND DESIGN and mileage and toll reimbursement at the current IRS reimbursement rate. If soil borings are required, those will be completed and submitted as a reimbursable item.

Additional Site Visits can be requested by the Park District for a lump sum cost of \$860 per visit (including site visit report).

Additional services beyond the scope of the Professional Services described above, must be requested in writing by the VILLAGE and approved by the VILLAGE Board of Trustees, and shall be performed by and paid to UPLAND DESIGN in accordance with the following hourly rate:

2024 Rate Sheet Hourly Billing Rates:

Principal Landscape Architect	\$246.00
Project Manager/Sr. LA	\$189.00
Landscape Architect	\$163.00
Landscape Designer II	\$152.00
Landscape Designer	\$145.00
Construction Administrator	\$145.00
Office Administrator	\$97.00
Intern	\$77.00

2. UPLAND DESIGN shall indicate to the VILLAGE the information needed for rendering of the Professional Services of this AGREEMENT. The VILLAGE shall provide to UPLAND DESIGN such information as is available to the VILLAGE and the VILLAGE'S

consultants and contractors, and UPLAND DESIGN shall be entitled to rely upon the accuracy and completeness thereof.

3. Payment of UPLAND DESIGN'S Fee. The VILLAGE, for and in consideration of the rendering of the Professional Services enumerated herein shall pay to UPLAND DESIGN for rendering such Professional Services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from UPLAND DESIGN and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to UPLAND DESIGN 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.*).

C. IT IS MUTUALLY AGREED:

1. UPLAND DESIGN shall render its services as expeditiously as is consistent with professional skill and care. During the course of the PROJECT, anticipated and unanticipated events may impact any Project schedule. UPLAND DESIGN will attempt to make the VILLAGE aware of events that will impact the PROJECT schedule.

2. UPLAND DESIGN 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. UPLAND DESIGN 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 UPLAND DESIGN.

3. 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.

4. Written notices between the VILLAGE and UPLAND DESIGN 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
cc: Director of Community Development

b. If to UPLAND DESIGN:

Upland Design Ltd.
24042 Lockport St., Suite 200
Plainfield, IL 60544
Attn: Michelle A. Kelly, President

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.

5. 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 UPLAND DESIGN.

6. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 UPLAND DESIGN

- 1.** UPLAND DESIGN certifies that UPLAND DESIGN, its shareholders holding more than five percent (5%) of the outstanding shares of UPLAND DESIGN, 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, UPLAND DESIGN 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 UPLAND DESIGN'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 UPLAND DESIGN in its efforts to comply with such Act and Rules and Regulations, UPLAND DESIGN will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) UPLAND DESIGN (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 UPLAND DESIGN will retain such certifications in its files.

- (9) In the event of UPLAND DESIGN'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, UPLAND DESIGN 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, UPLAND DESIGN 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 UPLAND DESIGN'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) UPLAND DESIGN'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 UPLAND DESIGN.
- 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. UPLAND DESIGN 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, UPLAND DESIGN shall review its records and promptly produce to the VILLAGE any records in UPLAND DESIGN'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 UPLAND DESIGN 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 _____, 2024.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by UPLAND DESIGN, this ____ day of _____, 2024.

UPLAND DESIGN LTD.
24042 Lockport St., Suite 200
Plainfield, IL 60544

By _____
Michelle A. Kelly, President



Lions Park OSLAD Grant Development

February 26, 2024

Village of Villa Park

Lions Park is a 4.5 acre community park located in the Village of Villa Park, and is home to the newly redeveloped community center coming in 2024. The village is looking to expand the site's recreational features at Lions Park and improve on existing amenities that will act as an extension of the Lions Park Rec Center at the heart of this park. An IDNR Open Space Lands Acquisition and Development (OSLAD) Grant was then prepared and submitted requesting \$600,000 to go toward project funding. The entire project is budgeted at \$1,200,000. Project components include:

- 20'x20' Picnic Shelter with ADA seating
- 4-Station Story Walk
- Senior Plaza with game tables & pergola
- New Playground
- Renovation of the full-size basketball court
- Two new Pickleball Courts
- Pollinator Garden with Interpretive Sign
- Additional Pollinator Area at the Senior Plaza

Project Scope: Upland Design Ltd with assistance from CAGE Civil Engineering, proposes to accomplish the following work items to assist the Village with development of construction documents, permitting, bidding and construction administration. An approximate timeline is indicated at the end of the scope, and actual dates will be set to accommodate Village needs. The project is to be implemented through public bidding and construction by a contractor.

Survey and Soil Borings: A topographic survey was completed by V3 Companies in 2022. This will be the base plan for the design development and construction documents. Soil borings were also completed as a part of the building project and will be shared by the Village for reference by the shelter / pergola manufacturer for footing design. If additional survey or boring work is required, quotes will be obtained and submitted to the owner as reimbursables.



Design Development Plans and Review Meeting

The design team will prepare design development plans based on the approved Master Plan created in 2023. The plans will include detailed layout of amenities – listing site furniture, play equipment, fitness equipment with color choices, and basketball court choices. Three dimensional images of the playground will be prepared with color choices. An updated cost estimate will be prepared. A meeting will be held with the Village team to review plans and the updated costs. No electrical engineering is included. (1 virtual meeting)

Construction Plans, Specifications and Bid Proposal

Based on the approved design development plans, the Upland Design team will prepare a set of construction plans, specifications and bid proposal for public bidding. Construction documents will address the following:

- Existing Conditions and Removal
- Layout
- Grading, BMP/Stormwater and Drainage
- Soil Erosion Control
- Landscape Plantings & Restoration
- Construction Details
- General and Technical Specifications
- Bid Proposal Form

The specifications will cover each area of construction. A review meeting at 50% and 90% complete construction documents will take place with Village of Villa Park staff. The estimate of construction costs will be updated for each review meeting. OSLAD requirements will be incorporated into the bidding and construction documents per the IDNR agreement. Comments from the meetings will be added to the documents. (1 in-person meeting and 1 virtual meeting)

Permits: Permits will be prepared and submitted for the following:

- Village of Villa Park Building Permit
- DuPage County Stormwater Management Permit (Review to be conducted by Village)
- IEPA NOI SWPP Permit: Submitted Online (if final disturbance is over 1-acre)

No work is proposed in floodplain nor wetland areas for this project. Any permit fees will be paid for by the Village. If the project scope expands or it is later found that additional permits are required, additional professional scope and associated fees will be discussed with the Village.

Bidding

The bid documents will be distributed through Accurate Repro who will provide both digital and paper copies as requested by bidders. Upland Design will contact contractors with an invitation to bid. The Village will place the legal ad in a local paper and perform any other procedure as required by local purchasing policies. Upland Design will be available to answer questions during bidding, will be present at the bid opening, check bids for math accuracy, and review the bids with staff. A letter summarizing bids will be written and if necessary, references will be contacted. Upland will also be present at the board meeting when the bid is reviewed and awarded. (2 in-person meetings)

Contract Preparation: Once The Village reviews and awards the project, Upland Design Ltd will prepare a standard construction contract for the project and bind the specifications into one document. These will be sent out for contractor signature and Village signatures.

Construction Administration

Upon award of a contract, Upland Design and our design team will make fourteen (14) total site visits during construction. Village staff will make additional site visits during construction.

- Review and assist with contractor field orders, change orders and clarifications
- Review and comment on contractor provided closeout documents including warranties, manuals, and as-built drawings
- Fourteen (14) Construction Observation Site Visits
- Contractor submittals and pay applications will be reviewed by Upland Design Ltd prior to forwarding to the Village.
- Certified Payroll will not be reviewed or retained by Upland Design Ltd
- At project completion, a walk through with Village staff to develop a punch list will be completed

The Firm shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement. The Firm shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall the Firm be responsible for the Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents.

Timeline:

Description	Start Date	Estimated Completion Date
Survey and Soil Borings	March 2024	March 2024
Design Development	March 2024	April 2024
Construction Documents	May 2024	July 2024
Permitting	July 2024	August 2024
Bidding	August 2024	September 2024
Construction	September 2024	June 2025

Professional Fees

The following professional fees are lump sum for the work described in for professional services by Upland Design Ltd along with subconsultant CAGE Civil Engineering.

Design Development	\$ 12,630
Construction Plans, Specifications and Bid Proposal	\$ 52,625
Permitting	\$ 8,420
Bidding	\$ 4,210
<u>Construction Observation</u>	<u>\$ 27,365</u>

Total Professional Fee**\$ 105,250****Reimbursable Costs:**

Reimbursable items will include plotting and printing of drawings at the direct cost to Upland Design Ltd and mileage and toll reimbursement at the current IRS reimbursement rate. If soil borings are required, those will be completed and submitted as a reimbursable item.

Additional Site Visits can be requested by the Park District for a lump sum cost of \$860 per visit (including site visit report).

Excluded Services: Scope of services set forth in pages 1-4 are included in this agreement. Excluded services include but are not limited to the following: Hydrologic/hydraulic modeling the floodplain/floodway, wetland mitigation, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulation.

**CONTRACT
BETWEEN OWNER and FIRM
FOR PROFESSIONAL SERVICES
FOR LIONS PARK OSLAD DEVELOPMENT**

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181
Phone: 630-834-8500.....

The Owner

And

Upland Design Ltd.
24042 Lockport St., Suite 200
Plainfield, IL 60544
Phone: 815-254-0091.....

The Firm

Owner and Firm agree as set forth below:

1. Firm's Basic Services

The Firm agrees to provide its professional services in accordance with generally accepted standards of its profession. The Firm agrees to put forth-reasonable efforts to comply with codes, laws and regulations in effect as of the date of this contract. **See Page 1-4 for Project Scope of Services.**

2. Excluded Services

Scope of services set forth in pages 1-4 are included in this agreement. Excluded services include but are not limited the following The Firm and sub-consultants will not be responsible for the following: Hydrologic/hydraulic modeling the floodplain/floodway, wetland mitigation, archeological services, environmental testing, subsurface conditions and material testing, boundary survey, construction layout; construction scheduling; construction work; work-site safety, labor negotiations, permit fees or court appearances as part of these services.

Hazardous Materials: The scope of the Firm's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

3. Construction Phase Services

Firm and its sub-consultants shall not supervise, direct, or have control over Contractor's work. The Firm and sub-consultants shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. The Firm does not guarantee the performance of the construction contract by the Contractor and do not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

4. Firm's Insurance

The Contract documents shall include Firm's Proof of Insurance with Owner listed as certificate holder.

The Firm has and shall maintain during the term of this Agreement the following insurance:

- a. Worker's Compensation and Employer's Liability Insurance
The liability limits for the Worker's Compensation shall not be less than that required by law and the liability limits for Employer's Liability shall not be less than the amount of \$500,000.00 for each person.
- b. General Liability
The Landscape Architect shall provide, pay for, and maintain in effect, during the term of this Agreement, a policy of General Liability Insurance with limits of at least \$2,000,000 aggregate for bodily injury and \$1,000,000 aggregate for property damage.
- c. Comprehensive Automobile
Automobile Liability Insurance covering all owned vehicles with limits of not less than \$500,000 per occurrence for damage to property shall be provided by Landscape Architect.
- d. Professional Liability (Errors and Omissions)

The Landscape Architect shall provide, pay for, and maintain in effect, during the term of this Agreement, a policy of Professional Liability Insurance with a limit of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Owner Responsibilities

The Owner has designated **Greg Gola, Director of Parks, Recreation, and Fleet**, as the contact person(s) for this project. The Firm will direct correspondence and information to the contact person. The Owner will provide pertinent information to the Firm in a timely manner so as not to hinder or delay the Firm performing their work in a timely and cost effective manner throughout the project.

The Owner agrees to provide Firm with existing base information for the site and will assist the Firm with obtaining other information as requested. The Firm will rely on this information, without liability, on the accuracy and completeness of information provided by the Owner. The Owner agrees to advise Firm of any known or suspected contaminants at the Project Site and the Owner shall be solely responsible for all subsurface soil conditions.

Right of Entry: When entry to property is required for the Firm and/or sub-consultant to perform its services, the Owner agrees to obtain legal right-of-entry on the property.

6. Project Schedule

The Firm shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule. The Firm will attempt to make the Owner aware of events that will impact the Project schedule.

7. Compensation and Payments

The Owner shall pay to the firm the lump sum of \$105,250 for the work described herein plus the cost of reimbursable costs.

Firm shall submit request(s) for payment to the Owner. Payment requests shall be made monthly for that portion of the project that has been completed. The Owner agrees to make the requested payment within 30 days of submission of each payment request.

Reimbursable Costs: Firm will bill direct non-payroll expenses at cost plus 0%. Examples of expenses include copies, printing, boards, plans and handouts, postage, delivery and tolls. Mileage will be billed at current IRS rates.

Estimated Reimbursable Costs

Mileage at Current IRS rate	\$ 950
Printing	\$ 800
Total	\$ 1,750

Additional Services: At the request of the Owner, additional meetings or work may be added at the professional service rates listed herein. No additional work shall be added to the contract without written authorization from the Owner.

2024 Rate Sheet Hourly Billing Rates:

Principal Landscape Architect	\$246.00
Project Manager/Sr. LA	\$189.00
Landscape Architect	\$163.00
Landscape Designer II	\$152.00
Landscape Designer	\$145.00
Construction Administrator	\$145.00
Office Administrator	\$ 97.00
Intern	\$ 77.00

8. Suspension or Termination of Services

If the Owner in good faith determines that the Firm prosecutes or fails to prosecute its work in such manner as to hinder or delay the completion of the project, the Owner may serve written notice to the Firm setting forth any

complaint about Firm's performance of its work. The Firm shall have seven (7) days from receipt of such written notice in which to take corrective action. If the Firm fails to take appropriate corrective action within said seven (7) day period, the Owner may exercise the following remedies:

- a. Terminate the Firm's services by a written notice effective on the date such written notice is served on the Firm; and,
- b. Order the remaining necessary work be done by another Firm, if desired.
- c. If the Owner in good faith exercises the above remedies, Owner shall be responsible to pay the Firm only for the work performed prior to termination of the contract. The above remedies shall be Owner's sole and exclusive remedies in the event the Owner terminates the Firm's services under this provision.
- d. The Firm may terminate this Contract upon seven days written notice. If terminated, Owner agrees to pay the Firm for all Basic and Approved Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Owner fails to pay the Firm in full for services rendered or expenses incurred. The Firm shall have no liability because of such suspension of service or termination due to nonpayment.

9. Indemnification

To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Owner and its officers, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees and court costs arising out of or resulting from the performance of the Firm's work, provided that any such claim, damages, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, and (ii) is caused in whole or in part by any wrongful or negligent act or omission by the Firm, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the Paragraph. Firm shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, and employees against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of Firm's breach of any of its obligations under, or Firm's default of, any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts or Employee Benefits Acts.

To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Firm and its employees from and against all claims, demands, causes of actions, suits, losses, and expenses, including attorney's fees, paralegal and litigation expenses and court costs, arising out of or resulting from any act, conduct, negligence, or omission of the Owner or any one of whose acts or omissions the Owner may be liable, regardless of whether such claim, damage, loss or expense is attributable to bodily injury, sickness or death, injury to or destruction of tangible property, loss of use or other economic damages. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would exist as to any other party or person described in this paragraph. Owner shall similarly protect, indemnify and hold harmless the Firm and its employees against and from any and all claims, costs, causes of actions, demands, damages and expenses including attorney's fees, incurred by reason of Owner's breach of any of its obligations under, or owner's default of, any provisions of the Contract.

10. Dispute Resolution

Owner and Firm agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by an agreed upon mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

11. Ownership of Documents

Copies of the final bid documents may be retained by the Owner at the completion of the project for their records in both print and digital PDF versions. All instruments of professional service prepared by the Firm, including, but not limited to, drawings and specifications, are the property of the Firm, and these documents shall not be reused on other projects without Firm's written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by the Firm will be at the Owner's sole risk and without liability to the Firm or its employees, and subcontractors. Owner shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Owner from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

The Firm reserves the right to include representations of the Project in its promotional and professional materials.

12. Governing Law

This Agreement is governed by the laws of the State of Illinois.

13. Entire Agreement and Severability

This Agreement is the entire and integrated agreement between Owner and the Firm and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Firm. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

14. No Assignment

Neither party can assign this Agreement without the other party's written permission.

15. Expiration of Proposal

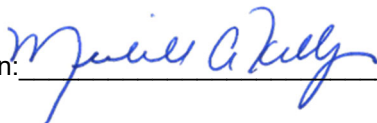
If this agreement is not accepted within 120 days, the offer to perform the described services is withdrawn and shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of _____, 2024.

Owner

Upland Design Ltd.

Sign: _____

Sign:  _____

By: _____

By: Michelle A. Kelly, President,
Upland Design Ltd



February 20, 2024

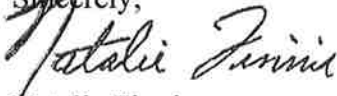
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

RE: OSLAD - Open Space Land Acquisition and Development (FY24) Application
Grant Award: \$600,000.00
OS 24-2564 Village of Villa Park - Lions Park

I am pleased to inform you that the above referenced project has been approved at the dollar amount indicated, as part of the State's OSLAD - Open Space Land Acquisition and Development (FY24) grant program. The quality of your plans to enhance open space opportunities for Illinois' citizens is recognized by your selection in this year's very competitive selection process.

You will soon be contacted with detailed information and instructions concerning implementation of your project and program compliance responsibilities. Please do not proceed with your project until you have received these instructions.

Once again, congratulations on being one of the successful applicants and thank you for your dedicated efforts to improve outdoor recreation opportunities in Illinois.

Sincerely,

Natalie Finnie
Director



MEMORANDUM

TO: Village Board of Trustees

FROM: Kevin Mantels, Assistant Village Engineer

DATE: March 11, 2024

SUBJECT: Resolution Authorizing a Software License Agreement with Environmental Systems Research Institute, Inc., (Esri) of Redlands, California, for a Three-Year Term at an Annual Cost Not to Exceed \$29,300.00

RECOMMENDED ACTION:

The Village has an existing agreement with Environmental Systems Research Institute, Inc., (or “Esri”) of Redlands, California, for GIS software licensing and support. The current agreement between the Village and Esri was approved in March 2021 for a three-year term that is up for renewal on 03/30/2024. Staff recommends authorizing a new software license agreement with Esri for a three-year term at an annual cost not to exceed \$29,300.00.

BACKGROUND:

GIS, which stands for “Geographic Information Systems”, is a software and technology platform for gathering, managing, analyzing, and utilizing location-based, or “geographic” data. The Village uses GIS extensively, and for a wide range of activities. GIS is used to collect and maintain information about the village’s infrastructure, including sewer and water mains, manholes, inlets, valves, fire hydrants, water meters, pump stations, public trees, parks, playgrounds, and much more. The software is also used to generate village maps, including utilities, zoning, address, and flood plain, among others. In more recent years, the village has also used the GIS platform to facilitate electronic data collection in the field and to automate various tasks.

DISCUSSION:

This software is utilized by the majority of departments in the Village, including Public Works, Community and Economic Development, Parks, and Police. Additionally, the information stored in our GIS system is incorporated into several programs and potential future programs, such as the GoGov software, Cityview, and Casselle, and will be incorporated into future asset management software. This ability to store asset information with geographic properties has expedited several village processes such as plan review, maintenance activities, and future planning. ERSI has become an internal part of almost all villages and cities.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
PURCHASE ORDER AND SMALL MUNICIPAL AND COUNTY GOVERNMENT
ENTERPRISE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC., FOR THE VILLAGE'S GIS SOFTWARE FOR A
THREE-YEAR TERM AT ANNUAL COST OF \$29,300.00**

WHEREAS, the Village of Villa Park, located in DuPage County, is a duly organized and validly existing non home rule municipality created and operating in accordance with powers granted to it by the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village desires to engage Environmental Systems Research Institute, Inc. ("Esri") for the purchase of the ArcGIS Software and provide the Services of the terms set forth in the proposed *Small Enterprise Agreement County and Municipality Government* ("Agreement"); and

WHEREAS, Esri has offered to provide the ArcGIS Software Licensing package for the Village's Geographical Information System at an annual cost of Twenty-Nine Thousand Three Hundred and 00/100 Dollars (\$29,300.00) for a three-year period term; and

WHEREAS, Section 2-220(a)(3) of Division 2 of Article II of Chapter 2 of the Villa Park Municipal Code exempts from the competitive bidding requirements purchase orders or contracts of whatever nature, for labor, services or work, where the board of trustees, by a two-thirds majority affirmative vote of its members, waive the requirement of open and competitive bidding; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is advisable, necessary and in the best interests of the public that the Village waive competitive bidding and enter into an Agreement with Esri.

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

Section 2. That the corporate authorities of the Village of Villa Park hereby approve the purchase order and the Small Enterprise Agreement County and Municipality Government, copies of which are attached hereto as Exhibit "A", and made part hereof ("Agreement"),

Resolution No. _____

contingent upon Esri's execution of certain Contractor Certifications required by law.

Section 3. The Village Manager is hereby authorized and directed to execute the Agreement and all necessary forms and documents and take all other necessary actions on behalf of the Village of Villa Park to effectuate the terms of the Agreement.

Section 4: That the competitive bidding requirements are waived in accordance with Section 2-220 of Division 2, of Article II, of Chapter 2 of the Villa Park Municipal Code.

Section 5: That this resolution shall be in full force and effect from and after its passage by a two-thirds (2/3) vote of the Village Board and approval according to law.

PASSED AND APPROVED this _____ day of _____, 2024

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

VILLAGE OF VILLA PARK

Nick Cuzzone, President
Village of Villa Park

ATTEST:

Hosanna Korynecky, Village Clerk
Village of Villa Park

Resolution No. _____

EXHIBIT "A"



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/2/2023 To: 12/31/2023*

Quotation # Q-492259

Date: October 2, 2023

Customer # 112952 Contract #

Village of Villa Park
Public Works
20 S Ardmore Ave
Villa Park, IL 60181-2610

ATTENTION: Dale Hessel
PHONE: (630) 834-8505 x6182
EMAIL: daleh@invillapark.com

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
			Subtotal:	\$87,900.00
			Sales Tax:	\$0.00
			Estimated Shipping and Handling (2 Day Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			Total:	\$87,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Angie Bramer	Email: abramer@esri.com	Phone: (909) 793-2853 x8378
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

BRAMERA

This offer is limited to the terms and conditions incorporated and attached herein.

Resolution No. _____

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)

ArcGIS Monitor

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard

ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

50 ArcGIS Online Viewers

50 ArcGIS Online Creators

10,000 ArcGIS Online Service Credits

50 ArcGIS Enterprise Creators

2 ArcGIS Insights in ArcGIS Enterprise

2 ArcGIS Insights in ArcGIS Online

5 ArcGIS Location Sharing User Type Extension (Online)

5 ArcGIS Location Sharing User Type Extension (Enterprise)

2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)

2 ArcGIS Utility Network User Type Extensions (Enterprise)

2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Resolution No. _____

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____ Telephone: _____

Address: _____ Fax: _____

City, State, Postal Code: _____ E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

Resolution No. _____

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

Resolution No. _____

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



October 2, 2023

Mr. Dale Hessel
Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181-2610

Dear Dale,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Angie Bramer



Quotation # Q-492259

Date: October 2, 2023

Customer # 112952 Contract #

Village of Villa Park
Public Works
20 S Ardmore Ave
Villa Park, IL 60181-2610

ATTENTION: Dale Hessel
PHONE: (630) 834-8505 x6182
EMAIL: daleh@invillapark.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/2/2023 To: 12/31/2023*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$87,900.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$87,900.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Angie Bramer	Email: abramer@esri.com	Phone: (909) 793-2853 x8378
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Location Sharing User Type Extension (Online)
 5 ArcGIS Location Sharing User Type Extension
 (Enterprise)
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)
 2 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



MEMORANDUM

TO: Village Board of Trustees

FROM: Brian Roche, Buildings and Grounds Superintendent

DATE: March 11, 2024

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Three-Year Contract with Langton Group of Woodstock, Illinois for the Landscape Maintenance Program in an Amount of \$97,790.

RECOMMENDED ACTION:

Staff recommends approval of a landscaping contract with Langton Group in the total amount of \$97,790 (\$31,628 for 2024, \$32,589 for 2025, and \$33,573 for 2026) for three years for the 2024, 2025 and 2026 landscape services. This contract would save the Village \$47,335 in staff salary during the life of the contract. If the Village is not satisfied with the quality of work produced, the contract would be subject to termination.

BACKGROUND: The Village of Villa Park maintains landscaping for 125 acres of land. This includes approximately 85 acres of parks and 40 acres of property and other land not owned by the Village (i.e., the Illinois Prairie Path and Great Western Trail properties). Because of manpower limitations, landscaping services for certain areas has historically been outsourced to professional organizations in order to ensure that the heavily trafficked areas of Villa Park are properly maintained.

The 2022 Landscape Maintenance Program consolidated landscaping services for these prime locations in Villa Park:

1. North Avenue – Medians and right-of-way between Villa Avenue and Joyce Street
2. Metra – North and south lots
3. Ardmore Avenue Streetscape – Metra lot to North Avenue

In 2022, the Village solicited proposals for the Landscape Maintenance Program services from 7 contractors and advertised the notice on the Village website, proposals were received from 3 contractors. Romano Landscape of Elmhurst, IL submitted the lowest responsible proposal in the amount of \$56,200 (\$27,600 for 2022 and \$28,600 for 2023). The contract was awarded to Romano Landscape for the consolidated landscape maintenance program in 2022 and renewed for 2023.

In 2022, Romano Landscape provided landscaping maintenance services for the Great Western Trail Landscape Beds from Villa Ave to Myrtle Ave in the amount of \$1,400. The landscaping contract

amounts for 2022 were \$29,000.

In 2023, Romano Landscape provided landscaping maintenance services for the Great Western Trail Landscape beds from Villa Ave to Myrtle Ave in the amount of \$2,000 and for the Fire Stations (81 and 82) in the amount of \$4,720. The landscaping contract amounts for 2023 were \$35,320.

DISCUSSION:The 2024 Landscape Maintenance Program consolidates landscaping services for these prime locations in Villa Park:

1. North Avenue – Medians and right-of-way between Villa Avenue and Joyce Street
2. Metra – North and south lots
3. Ardmore Avenue Streetscape – Metra lot to North Avenue
4. Fire Stations 81 and 82
5. Great Western Trail Landscape Beds – Villa Ave to Myrtle Ave
6. Ardmore Ave Bridge – North Ave to Ridge Rd

Staff wishes to continue consolidating the service of these labor-intensive areas to one vendor, which will provide consistent, quality service to the streetscape while simultaneously saving the Village money. This would allow staff to focus on other less labor intensive areas.

Each season the Village spends approximately 5,000 hours mowing and trimming 125 acres of land. These areas considered in the Landscape Maintenance Program amount to approximately 1,500 hours of staff time annually, or \$48,375, not including costs associated with equipment wear and tear. The remaining Village-owned property would be maintained by 7 full time employees and 4 part-time seasonal staff, which does not make reference to any additional hours spent maintaining Village-owned buildings, properties, and seasonal special events.

The properties and tasks to be completed as a part of the Landscape Maintenance Program are as follows:

- North Avenue – Medians and right-of-way between Villa Avenue and Joyce Street
 - Bi-weekly mowing and trimming
- Metra – North and south lots
 - Spring and fall cleanups
 - Installation of mulch
 - Weekly mowing and trimming
 - Weekly: Planting bed care, rock island bed care, deadheading plants, manual and chemical weed control, debris cleanup and ground cover maintenance
- Ardmore Avenue Streetscape – 17 Landscape Beds between Metra lot to North Avenue
 - Spring and fall cleanups
 - Installation of mulch
 - Weekly: Planting bed care, deadheading, manual and chemical weed control, debris cleanup and ground cover maintenance
- Fire Stations 81 and 82
 - Weekly mowing and trimming
- Great Western Trail Beds – 5 Landscape Beds between Villa Ave and Myrtle Ave
 - Monthly: Planting bed care, deadheading, manual and chemical weed control, debris cleanup and ground cover maintenance
 - Fall cleanup

- Ardmore Ave Bridge
 - Bi-weekly mowing and trimming

The Village solicited proposals for the Landscape Maintenance Program services from 18 contractors, the proposal was also published in the Daily Herald and posted on the Village website, proposals were received from 7 contractors as follows;

Year	Mark 1 Landscape, Inc	Bear Landscape Group	Romano Landscape LLC	Langton Group	Milieu Landscaping	Aronia Landscape Inc	TaskEasy by WorkWave
2024	\$41,830	\$35,790	\$37,515	\$31,628	\$41,275	\$36,730	\$100,237
2025	\$41,830	\$35,790	\$39,240	\$32,589	\$42,750	\$36,730	\$100,237
2026	\$43,088	\$35,790	\$41,375	\$33,573	\$44,725	\$37,406	\$100,237
Total	\$126,748	\$107,370	\$118,130	\$97,790	\$128,750	\$110,866	\$300,710

Langton Group of Woodstock, IL submitted the lowest responsible proposal in the amount of \$97,790 (\$31,628 for 2024, \$32,589 for 2025, and \$33,573 for 2026).

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING A THREE (3) YEAR CONTRACT WITH LANGTON GROUP PROPERTIES, LLC
OF WOODSTOCK, ILLINOIS FOR THE LANDSCAPE MAINTENANCE PROGRAM IN AN
AMOUNT OF \$97,790.00 (\$31,628.00 for 2024; \$32,589.00 for 2025; \$33,573.00 for 2026)**

WHEREAS, , the Village of Villa Park, located in DuPage County, is a duly organized and validly existing non-home rule municipality created and operating in accordance with powers granted to it by the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village issued a request for proposals for the Villa Park Landscape Maintenance program for the years 2024 through 2026 ("Project"); and

WHEREAS, of the proposals received by the Village, Langton Group Properties, LLC, of Woodstock, Illinois, submitted the lowest responsible proposal in the total amount of \$97,790.00; and

WHEREAS, Section 2-220(a)(3) of the Villa Park Municipal Code provides an exemption from bidding requirements for contracts where the corporate authorities by a two-thirds affirmative vote waive the requirement of open and competitive bidding; 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 accept said proposal and waive the requirement of open and competitive bidding for the Project.

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the citizens of the Village of Villa Park to accept the proposal from Langton Group Properties, LLC, of Woodstock, Illinois, and enter into a contract for the Project in a total amount of \$97,970.00.

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: 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: The Contract with Langton Group Properties, LLC, in the total amount of \$97,790.00, attached hereto as Exhibit A and incorporated herein, is hereby approved in substantially the form attached, and the Village President is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest on behalf of the Village said Contract, with such changes therein as shall be approved by the officials executing same.

Section 3: That pursuant to Section 2 220(a)(3) of the Villa Park Municipal Code, the

Resolution No. _____

requirement of open and competitive bidding provided under Division 2 of Article 2 is hereby waived.

Section 4: 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 2: This resolution shall be in full force and effect from and after its passage by a two-thirds vote of the Village Board and approval according to law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED this _____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT A

Resolution No. _____

CONTRACT

This Contract made between the Village of Villa Park (the “Village”) and Langton Group Properties, LLC (“the Contractor”) for the Village of Villa Park **2024-2026 Landscape Maintenance**.

The Contractor hereby agrees as hereinafter set forth:

1. The Work. For and in consideration of the payments to be made by the Village to the Contractor, and according to the terms herein, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

Weekly and bi-weekly mowing and trimming of Village properties as well as maintenance of landscape beds and plants, spring and fall cleanups, and mulching, and all other related work,

and to furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this Contract in strict compliance with the requirements contained in the Landscape Maintenance Request for Proposal and Appendices, including the Special Provisions, General Special Provisions, and Pay Item Special Provisions (excluding alternates), the Contractor’s Bid Form, the Contractor’s Certification, and the Contract Bond which are essential documents of and made a part of this Contract.

2. Contract Sum. The Village shall pay the Contractor for the performance of the Work, at the unit prices set forth below:

Item No.	2024 Season Item Description	Unit	Quantity	Unit Price	Total
1	Metra	Per Month	8	\$2,131.00	\$17,048.00
2	North Avenue Medians and Properties	Per Month	7	\$700.00	\$4,900.00
3	Ardmore Avenue Beds	Per Month	8	\$520.00	\$4,160.00
4	Ardmore Avenue Bridge	Per Month	7	\$320.00	\$2,240.00
5	Fire Station 81	Per Month	7	\$120.00	\$840.00
6	Fire Station 82	Per Month	7	\$120.00	\$840.00
7	Great Western Trail Beds	Per Month	8	\$200.00	\$1,600.00
2024 Total					\$31,628.00

Resolution No. _____

Item No.	2025 Season Item Description	Unit	Quantity	Unit Price	Total
1	Metra	Per Month	8	\$2,195.00	\$17,560.00
2	North Avenue Medians and Properties	Per Month	7	\$721.00	\$5,047.00
3	Ardmore Avenue Beds	Per Month	8	\$536.00	\$4,288.00
4	Ardmore Avenue Bridge	Per Month	7	\$330.00	\$2,310.00
5	Fire Station 81	Per Month	7	\$124.00	\$868.00
6	Fire Station 82	Per Month	7	\$124.00	\$868.00
7	Great Western Trail Beds	Per Month	8	\$206.00	\$1,648.00
2025 Total					\$32,589.00

Item No.	2026 Season Item Description	Unit	Quantity	Unit Price	Total
1	Metra	Per Month	8	\$2,261.00	\$18,088.00
2	North Avenue Medians and Properties	Per Month	7	\$743.00	\$5,201.00
3	Ardmore Avenue Beds	Per Month	8	\$552.00	\$4,416.00
4	Ardmore Avenue Bridge	Per Month	7	\$340.00	\$2,380.00
5	Fire Station 81	Per Month	7	\$128.00	\$896.00
6	Fire Station 82	Per Month	7	\$128.00	\$896.00
7	Great Western Trail Beds	Per Month	8	\$212.00	\$1,696.00
2026 Total					\$33,573.00

2024-2026 Grand Total: \$97,790.00

3. Contract Time. The Work will commence on April 15 and be completed by October 31 of each year, respectively, unless an extension of time is granted in accordance with the Specifications.

4. Progress Payments. On or before the first day of each month, the Contractor shall submit to the Village a written Application for Payment showing the value of Work (on a

Villa Park Landscaping Maintenance Contract - 2024-2026
Page 2 of 5

1197497-1

Resolution No. _____

percentage basis) completed. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services 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.*).

5. Assignment of Contract. The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

6. Notices. Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Matthew Harline, Village

Manager

b. If to Contractor:

Langton Group Properties, LLC
4510 Dean Street
Woodstock, Illinois 60098
Attn: Joseph Langton, Manager

c. Either party may change its mailing address by giving written notice to the other party as provided above. 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 paragraph.

7. Entire Contract. 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) Landscape Maintenance Request for Proposal and Appendices, including the Special Provisions, General Special Provisions, and Pay Item Special Provisions (excluding alternates)
- (3) Contractor's Bid Form
- (4) Contractor's Certification
- (5) Contract Bond

Villa Park Landscaping Maintenance Contract - 2024-2026
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Resolution No. _____

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 Contract shall control

8. Obligations Survive. The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

9. 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.

10. 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.

11. 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.

12. 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.

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.

14. Contractor Investigation. The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the Contract and is fully acquainted with the detailed requirements of the Work. By executing this

Resolution No. _____

Contract, the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

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 _____ 2024.

Contractor: Langton Group Properties, LLC

By _____
Joseph Langton, Manager

Executed by the Village, this ____ day of _____ 2024.

Village: Village of Villa Park

By _____
Nick Cuzzone, 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: Langton Group Properties, LLC

By _____
Joseph Langton, Manager

Village of Villa Park 2024 - 2026 Landscape Maintenance Request for Proposal Tabulation					Mark 1 Landscape, Inc 1540 Hecht Drive Suite K Bartlett, IL 60103		Bear Landscape Group Mike Charicki 630-335-6682 mc@bearlandscapegroup.com		Romano Landscape LLC Joe Romano 630-359-4317 romanolandscape@comcast.net		Langton Group 4510 Dean Street Woodstock IL 60098 815-338-2630 LangtonGroup@att.net	
Item #	Year	Item	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2024	METRA	Per Month	8	\$ 1,720.00	\$ 13,760.00	\$ 1,900.00	\$ 15,200.00	\$ 1,475.00	\$ 11,800.00	\$ 2,131.00	\$ 17,048.00
2	2024	NORTH AVE MEDIANS AND PROPERTIES	Per Month	7	\$ 1,850.00	\$ 12,950.00	\$ 1,100.00	\$ 7,700.00	\$ 795.00	\$ 5,565.00	\$ 700.00	\$ 4,900.00
3	2024	ARDMORE AVE BEDS	Per Month	8	\$ 510.00	\$ 4,080.00	\$ 600.00	\$ 4,800.00	\$ 1,375.00	\$ 11,000.00	\$ 520.00	\$ 4,160.00
4	2024	ARDMORE AVE BRIDGE	Per Month	7	\$ 440.00	\$ 3,080.00	\$ 420.00	\$ 2,940.00	\$ 250.00	\$ 1,750.00	\$ 320.00	\$ 2,240.00
5	2024	FIRE STATION 81	Per Month	7	\$ 380.00	\$ 2,660.00	\$ 260.00	\$ 1,820.00	\$ 350.00	\$ 2,450.00	\$ 120.00	\$ 840.00
6	2024	FIRE STATION 82	Per Month	7	\$ 380.00	\$ 2,660.00	\$ 230.00	\$ 1,610.00	\$ 250.00	\$ 1,750.00	\$ 120.00	\$ 840.00
7	2024	GREAT WESTERN TRAIL BEDS	Per Month	8	\$ 330.00	\$ 2,640.00	\$ 215.00	\$ 1,720.00	\$ 400.00	\$ 3,200.00	\$ 200.00	\$ 1,600.00
		Total 2024:			\$ 5,610.00	\$ 41,830.00	\$ 4,725.00	\$ 35,790.00	\$ 4,895.00	\$ 37,515.00	\$ 4,111.00	\$ 31,628.00
1	2025	METRA	Per Month	8	\$ 1,720.00	\$ 13,760.00	\$ 1,900.00	\$ 15,200.00	\$ 1,525.00	\$ 12,200.00	\$ 2,195.00	\$ 17,560.00
2	2025	NORTH AVE MEDIANS AND PROPERTIES	Per Month	7	\$ 1,850.00	\$ 12,950.00	\$ 1,100.00	\$ 7,700.00	\$ 815.00	\$ 5,705.00	\$ 721.00	\$ 5,047.00
3	2025	ARDMORE AVE BEDS	Per Month	8	\$ 510.00	\$ 4,080.00	\$ 600.00	\$ 4,800.00	\$ 1,425.00	\$ 11,400.00	\$ 536.00	\$ 4,288.00
4	2025	ARDMORE AVE BRIDGE	Per Month	7	\$ 440.00	\$ 3,080.00	\$ 420.00	\$ 2,940.00	\$ 275.00	\$ 1,925.00	\$ 330.00	\$ 2,310.00
5	2025	FIRE STATION 81	Per Month	7	\$ 380.00	\$ 2,660.00	\$ 260.00	\$ 1,820.00	\$ 370.00	\$ 2,590.00	\$ 124.00	\$ 868.00
6	2025	FIRE STATION 82	Per Month	7	\$ 380.00	\$ 2,660.00	\$ 230.00	\$ 1,610.00	\$ 260.00	\$ 1,820.00	\$ 124.00	\$ 868.00
7	2025	GREAT WESTERN TRAIL BEDS	Per Month	8	\$ 330.00	\$ 2,640.00	\$ 215.00	\$ 1,720.00	\$ 450.00	\$ 3,600.00	\$ 206.00	\$ 1,648.00
		Total 2025:			\$ 5,610.00	\$ 41,830.00	\$ 4,725.00	\$ 35,790.00	\$ 5,120.00	\$ 39,240.00	\$ 4,236.00	\$ 32,589.00
1	2026	METRA	Per Month	8	\$ 1,770.00	\$ 14,160.00	\$ 1,900.00	\$ 15,200.00	\$ 1,600.00	\$ 12,800.00	\$ 2,261.00	\$ 18,088.00
2	2026	NORTH AVE MEDIANS AND PROPERTIES	Per Month	7	\$ 1,905.00	\$ 13,335.00	\$ 1,100.00	\$ 7,700.00	\$ 850.00	\$ 5,950.00	\$ 743.00	\$ 5,201.00
3	2026	ARDMORE AVE BEDS	Per Month	8	\$ 525.00	\$ 4,200.00	\$ 600.00	\$ 4,800.00	\$ 1,500.00	\$ 12,000.00	\$ 552.00	\$ 4,416.00
4	2026	ARDMORE AVE BRIDGE	Per Month	7	\$ 455.00	\$ 3,185.00	\$ 420.00	\$ 2,940.00	\$ 300.00	\$ 2,100.00	\$ 340.00	\$ 2,380.00
5	2026	FIRE STATION 81	Per Month	7	\$ 392.00	\$ 2,744.00	\$ 260.00	\$ 1,820.00	\$ 400.00	\$ 2,800.00	\$ 128.00	\$ 896.00
6	2026	FIRE STATION 82	Per Month	7	\$ 392.00	\$ 2,744.00	\$ 230.00	\$ 1,610.00	\$ 275.00	\$ 1,925.00	\$ 128.00	\$ 896.00
7	2026	GREAT WESTERN TRAIL BEDS	Per Month	8	\$ 340.00	\$ 2,720.00	\$ 215.00	\$ 1,720.00	\$ 475.00	\$ 3,800.00	\$ 212.00	\$ 1,696.00
		Total 2026:			\$ 5,779.00	\$ 43,088.00	\$ 4,725.00	\$ 35,790.00	\$ 5,400.00	\$ 41,375.00	\$ 4,364.00	\$ 33,573.00
ALT 1		ALTERNATE 1: TURF WEED CONTROL APPLICATIONS	Per Acre	5	\$ 115.00	\$ 575.00	\$ 600.00	\$ 3,000.00	\$ 1,125.00	\$ 5,625.00	\$ 100.00	\$ 500.00
ALT 2		ALTERNATE 2: NORTH AVE TREE TRIMMING AND REMOVAL	Lump Sum	1	-	-	\$ 1,400.00	\$ 1,400.00	\$ 1,650.00	\$ 1,650.00	\$ 8,832.00	\$ 8,832.00
ALT 3		ALTERNATE 3: NORTH AVE LANDSCAPE BED MAINTENANCE	Per Month	7	\$ 1,760.00	\$ 12,320.00	\$ 1,020.00	\$ 7,140.00	\$ 950.00	\$ 6,650.00	\$ 400.00	\$ 2,800.00
ALT 4		ALTERNATE 4: NORTH AVE SPRING AND FALL CLEAN UP	Lump Sum	2	\$ 1,740.00	\$ 3,480.00	\$ 980.00	\$ 1,960.00	\$ 737.50	\$ 1,475.00	\$ 1,104.00	\$ 2,208.00
		Total Alt:			\$ 3,615.00	\$ 16,375.00	\$ 4,000.00	\$ 13,500.00	\$ 4,462.50	\$ 15,400.00	\$ 10,436.00	\$ 14,340.00
		Total 2024-2026			\$ 16,999.00	\$ 126,748.00	\$ 14,175.00	\$ 107,370.00	\$ 15,415.00	\$ 118,130.00	\$ 12,711.00	\$ 97,790.00
		Total 2024-2026 + Alt			\$ 20,614.00	\$ 143,123.00	\$ 18,175.00	\$ 120,870.00	\$ 19,877.50	\$ 133,530.00	\$ 23,147.00	\$ 112,130.00

Village of Villa Park 2024 - 2026 Landscape Maintenance Request for Proposal Tabulation					Milieu Landscaping 525 Enterprise Pkwy Lake Zurich, IL 60047 847-562-6890 kyle@milieu-design.com		Aronia Landscape Inc 1901 North Roselle Road Suite 800 Schaumburg, IL 60195 630-830-8745 elias@aronialandscape.com		TaskEasy by WorkWave Adrian Raso, Account Executive 801-503-8123 adrian.raso@workwave.com	
Item #	Year	Item	Unit	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2024	METRA	Per Month	8	\$ 1,643.75	\$ 13,150.00	\$ 1,195.00	\$ 9,560.00	\$ 6,500.00	\$ 52,000.00
2	2024	NORTH AVE MEDIANS AND PROPERTIES	Per Month	7	\$ 1,357.14	\$ 9,499.98	\$ 1,350.00	\$ 9,450.00	\$ 709.53	\$ 4,966.71
3	2024	ARDMORE AVE BEDS	Per Month	8	\$ 875.00	\$ 7,000.00	\$ 1,195.00	\$ 9,560.00	\$ 1,875.00	\$ 15,000.00
4	2024	ARDMORE AVE BRIDGE	Per Month	7	\$ 571.43	\$ 4,000.01	\$ 200.00	\$ 1,400.00	\$ 2,100.00	\$ 14,700.00
5	2024	FIRE STATION 81	Per Month	7	\$ 428.57	\$ 2,999.99	\$ 340.00	\$ 2,380.00	\$ 892.85	\$ 6,249.95
6	2024	FIRE STATION 82	Per Month	7	\$ 375.00	\$ 2,625.00	\$ 340.00	\$ 2,380.00	\$ 474.28	\$ 3,319.96
7	2024	GREAT WESTERN TRAIL BEDS	Per Month	8	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ 500.00	\$ 4,000.00
		Total 2024:			\$ 5,500.89	\$ 41,274.98	\$ 4,870.00	\$ 36,730.00	\$ 13,051.66	\$ 100,236.62
1	2025	METRA	Per Month	8	\$ 1,706.25	\$ 13,650.00	\$ 1,195.00	\$ 9,560.00	\$ 6,500.00	\$ 52,000.00
2	2025	NORTH AVE MEDIANS AND PROPERTIES	Per Month	7	\$ 1,414.29	\$ 9,900.03	\$ 1,350.00	\$ 9,450.00	\$ 709.53	\$ 4,966.71
3	2025	ARDMORE AVE BEDS	Per Month	8	\$ 906.25	\$ 7,250.00	\$ 1,195.00	\$ 9,560.00	\$ 1,875.00	\$ 15,000.00
4	2025	ARDMORE AVE BRIDGE	Per Month	7	\$ 592.86	\$ 4,150.02	\$ 200.00	\$ 1,400.00	\$ 2,100.00	\$ 14,700.00
5	2025	FIRE STATION 81	Per Month	7	\$ 439.29	\$ 3,075.03	\$ 340.00	\$ 2,380.00	\$ 892.85	\$ 6,249.95
6	2025	FIRE STATION 82	Per Month	7	\$ 382.14	\$ 2,674.98	\$ 340.00	\$ 2,380.00	\$ 474.28	\$ 3,319.96
7	2025	GREAT WESTERN TRAIL BEDS	Per Month	8	\$ 256.25	\$ 2,050.00	\$ 250.00	\$ 2,000.00	\$ 500.00	\$ 4,000.00
		Total 2025:			\$ 5,697.33	\$ 42,750.06	\$ 4,870.00	\$ 36,730.00	\$ 13,051.66	\$ 100,236.62
1	2026	METRA	Per Month	8	\$ 1,768.75	\$ 14,150.00	\$ 1,208.00	\$ 9,664.00	\$ 6,500.00	\$ 52,000.00
2	2026	NORTH AVE MEDIANS AND PROPERTIES	Per Month	7	\$ 1,471.43	\$ 10,300.01	\$ 1,363.00	\$ 9,541.00	\$ 709.53	\$ 4,966.71
3	2026	ARDMORE AVE BEDS	Per Month	8	\$ 950.00	\$ 7,600.00	\$ 1,208.00	\$ 9,664.00	\$ 1,875.00	\$ 15,000.00
4	2026	ARDMORE AVE BRIDGE	Per Month	7	\$ 628.57	\$ 4,399.99	\$ 213.00	\$ 1,491.00	\$ 2,100.00	\$ 14,700.00
5	2026	FIRE STATION 81	Per Month	7	\$ 471.43	\$ 3,300.01	\$ 353.00	\$ 2,471.00	\$ 892.85	\$ 6,249.95
6	2026	FIRE STATION 82	Per Month	7	\$ 410.71	\$ 2,874.97	\$ 353.00	\$ 2,471.00	\$ 474.28	\$ 3,319.96
7	2026	GREAT WESTERN TRAIL BEDS	Per Month	8	\$ 262.50	\$ 2,100.00	\$ 263.00	\$ 2,104.00	\$ 500.00	\$ 4,000.00
		Total 2026:			\$ 5,963.39	\$ 44,724.98	\$ 4,961.00	\$ 37,406.00	\$ 13,051.66	\$ 100,236.62
ALT 1		ALTERNATE 1: TURF WEED CONTROL APPLICATIONS	Per Acre	5	\$ 675.00	\$ 3,375.00	\$ -	\$ -	\$ 560.00	\$ 2,800.00
ALT 2		ALTERNATE 2: NORTH AVE TREE TRIMMING AND REMOVAL	Lump Sum	1	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 1,862.51	\$ 1,862.51
ALT 3		ALTERNATE 3: NORTH AVE LANDSCAPE BED MAINTENANCE	Per Month	7	\$ 3,000.00	\$ 21,000.00	\$ -	\$ -	\$ 177.38	\$ 1,241.66
ALT 4		ALTERNATE 4: NORTH AVE SPRING AND FALL CLEAN UP	Lump Sum	2	\$ 2,400.00	\$ 4,800.00	\$ -	\$ -	\$ 2,172.92	\$ 4,345.84
		Total Alt:			\$ 11,075.00	\$ 34,175.00	\$ -	\$ -	\$ 4,772.81	\$ 10,250.01
		Total 2024-2026			\$ 17,161.61	\$ 128,750.02	\$ 14,701.00	\$ 110,866.00	\$ 39,154.98	\$ 300,709.86
		Total 2024-2026 + Alt			\$ 28,236.61	\$ 162,925.02	\$ 14,701.00	\$ 110,866.00	\$ 43,927.79	\$ 310,959.87

*Submission reads \$3500



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; BASE PROPOSAL FOR 2024 SEASON

County DuPage

Local Agency Villa Park

Project Landscape Maintenance

Location Village of Villa Park

Schedule for Base Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	METRA	PER MONTH	8	2131	17048
2	NORTH AVE MEDIANS AND PROPERTIES	PER MONTH	7	700	4900
3	ARDMORE AVE BEDS	PER MONTH	8	520	4160
4	ARDMORE AVE BRIDGE	PER MONTH	7	320	2240
5	FIRE STATION 81	PER MONTH	7	120	840
6	FIRE STATION 82	PER MONTH	7	120	840
7	GREAT WESTERN TRAIL BEDS	PER MONTH	8	200	1600

Contractor's Proposal for Entire Base Proposal Improvements	Per Month Unit Total	
	4111	31428



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; BASE PROPOSAL FOR 2025 SEASON

County DuPage

Local Agency Villa Park

Project Landscape Maintenance

Location Village of Villa Park

Schedule for Base Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	METRA	PER MONTH	8	2195	17560
2	NORTH AVE MEDIANS AND PROPERTIES	PER MONTH	7	721	5047
3	ARDMORE AVE BEDS	PER MONTH	8	536	4288
4	ARDMORE AVE BRIDGE	PER MONTH	7	330	2310
5	FIRE STATION 81	PER MONTH	7	124	868
6	FIRE STATION 82	PER MONTH	7	124	868
7	GREAT WESTERN TRAIL BEDS	PER MONTH	8	206	1648

Contractor's Proposal for Entire Base Proposal Improvements	Per Month Unit Total	
	4236	32589



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; BASE PROPOSAL FOR 2026 SEASON

County DuPage

Local Agency Villa Park

Project Landscape Maintenance

Location Village of Villa Park

Schedule for Base Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	METRA	PER MONTH	8	2261	18088
2	NORTH AVE MEDIANS AND PROPERTIES	PER MONTH	7	743	5201
3	ARDMORE AVE BEDS	PER MONTH	8	552	4416
4	ARDMORE AVE BRIDGE	PER MONTH	7	340	2380
5	FIRE STATION 81	PER MONTH	7	128	896
6	FIRE STATION 82	PER MONTH	7	128	896
7	GREAT WESTERN TRAIL BEDS	PER MONTH	8	212	1696

Contractor's Proposal for Entire Base Proposal Improvements	Per Month Unit Total 4364	33573
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Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; ALTERNATE 1

County DuPage
 Local Agency Villa Park
 Project Landscape Maintenance
 Location Village of Villa Park

Schedule for Single Alternate Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
Alternate #1	TURF WEED CONTROL APPLICATIONS	PER ACRE	5	100	500

Contractor's Proposal for Entire Alternate 1 Improvements	500
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Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; ALTERNATE 2

County DuPage

Local Agency Villa Park

Project Landscape Maintenance

Location Village of Villa Park

Schedule for Single Alternate Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
Alternate #2	NORTH AVE TREE TRIMMING AND REMOVAL	L SUM	1	8832	8832

Contractor's Proposal for Entire Alternate 2 Improvements	8832
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Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; ALTERNATE 3

County DuPage
Local Agency Villa Park
Project Landscape Maintenance
Location Village of Villa Park

Schedule for Single Alternate Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
Alternate #3	NORTH AVE LANDSCAPE BED MAINTENANCE	PER MONTH	7	400	2800

Contractor's Proposal for Entire Alternate 3 Improvements	2800
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Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; ALTERNATE 4

County DuPage
 Local Agency Villa Park
 Project Landscape Maintenance
 Location Village of Villa Park

Schedule for Single Alternate Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
Alternate #4	NORTH AVE SPRING AND FALL CLEANUP	LUMP SUM	2	1104	2208

Contractor's Proposal for Entire Alternate 4 Improvements	2208
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References:

Village of Skokie

5127 W. Oakton St

Skokie, IL 60077

Brad Maggi

847-673-0500

Bradley.maggi@skokie.org

4/22 – 11/24

\$59,000 yearly

City of Rockford

425 E State Street

Rockford, IL 61104

Harry Noble

779-348-7619

harry.noble@rockfordil.gov

4/22 - current

\$40,000 yearly

City of Aurora

720 N Broadway

Aurora, IL 60505

Abby Schuler

630-710-0331

schulera@aurora.il.us

4/19 – current

\$47,970 yearly

School District #26

2109 Crystal Lake Road

Cary, IL 60013

Steve Fields

847-639-7788

steve.fields@cary26.org

4/18 – current

\$177,800 yearly

4510 Dean Street
Woodstock, IL 60098

Office 815-338-2630 Fax 815-338-2634
LangtonGroup@ATT.net

Elk Grove Park District

499 Biesterfield Rd

Elk Grove Village, IL 60007

Eliseo Vences

847-690-1432

evences@elkgrovecparks.org

4/22 – current

\$105,000 yearly

Village of Pingree Grove

555 Reinking Rd

Pingree Grove, IL 60140

Pat Doherty

847-464-5533

pdoherty@pingreegrove.org

4/22 - current

\$80,000 yearly

Mundelein Park District

1401 N Midlothian Road

Mundelein, IL 60060

Rob Foster

847-388-5463

rfoster@mundeleinparks.org

4/22 – current

\$70,000 yearly



LANGT-1

OP ID: ME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 105 Vernon Hills, IL 60061 Tasia Kerstein	847-367-2633	CONTACT NAME: Tasia Kerstein PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS:
INSURED Langton Snow Solutions, Inc. 4510 Dean Street Woodstock, IL 60098		INSURER(S) AFFORDING COVERAGE INSURER A: Pekin Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 24228

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		006347706	09/15/2023	09/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			005887158	09/15/2023	09/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			005894515	09/15/2023	09/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	005882879	09/15/2023	09/15/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Addl insds are added to the GL policy w/respect to work prfmd by the named insd as required by signed written contract: Village of Villa Park.

CERTIFICATE HOLDER

CANCELLATION

VILLVIL Village of Villa Park 20 Ardmore Avenue Villa Park, IL 60181	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Request For Proposal

Landscape Maintenance

Proposals should be submitted to the Village by February 23, 2024.

Village of Villa Park

Parks, Buildings, and Grounds Department

Brian Roche, Superintendent of Parks, Buildings, and Grounds
Office at 42 W Home Avenue, Villa Park, Illinois 60181
Contact Info, broche@invillapark.com (630) 834-3051

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SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 (referred to hereinafter as the Standard Specifications); and the “Supplemental Specifications and Recurring Special Provisions”, adopted January 1, 2022. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence and shall govern. Where no conflict exists, the said Specifications shall apply to this Contract as if repeated in their entirety herein.

DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village of Villa Park for performance of prescribed work.

Department, Owner or Village. The Village of Villa Park, DuPage County, Illinois.

Engineer. The Resident Engineer who is the authorized representative of the Village of Villa Park in immediate charge of the engineering details of a construction project.

LOCATION OF PROJECT

Metra – 349 N Ardmore Ave.

North Ave. Medians and Properties – Along North Ave from Villa Ave to Joyce St.

Ardmore Ave. Landscape Beds – From North Ave. to E Terrace St.

Ardmore Ave. Bridge – From North Ave. to E Sunset Dr.

Fire Station 81 – 1440 Ardmore Ave.

Fire Station 82 – 102 W Plymouth Ave.

Great Western Trail Landscape Beds – From S Myrtle Ave. to Villa Ave.

DESCRIPTION OF PROJECT

This project consists of mowing and trimming of Village properties as well as maintenance of landscape beds and plants, spring and fall cleanups, and mulching.

PERIOD OF COVERAGE

The initial term of this agreement will begin on or about April 15, 2024 through October 31, 2024 with the Village option of a renewal for an additional two years in one-year increments based on pricing for the 2025 and 2026 seasons:

- Second year: On or about April 15, 2025 through October 31, 2025
- Third year: On or about April 15, 2026 through October 31, 2026

Actual start and stop dates are subject to change based on the weather and as determined by the Village.

MAINTENANCE MANAGEMENT

The qualified acceptable Contractor is responsible for the management of the total ground's maintenance effort. This is to include the planning and programming of all services described herein, performance of those services and compliance with all record and reporting requirements.

SPECIFIC REQUIREMENTS

The qualified acceptable Contractor is responsible for maintaining each parcel of land with a clean, crisp appearance in accordance with the terms of this contract.

STANDARDS

All materials and workmanship must be in accordance with generally accepted methods and standards of the industry and be consistent of the highest quality and the standards of the Village of Villa Park. The Contractor shall perform all duties in a timely and workmanlike manner.

FREQUENCY OF MOWING

Mowing will begin on or about April 15, mowing at Metra will be completed once (1) a week, mowing at North Ave will be completed once (1) every two weeks, mowing at Ardmore Ave will be completed once (1) every two weeks, mowing at Fire Stations will be completed once (1) a week, mowing will continuing through or about October 31. Cuttings may be reduced or adjusted based on weather conditions, growth rate, etc., but must be coordinated with the Village.

MOWING SCHEDULE

The Contractor will provide to the Village a weekly mowing schedule that allocates adequate personnel and equipment to complete the entire weekly mowing. The Contractor must maintain this schedule with the ability to catch up on time lost due to unsuitable weather or turf conditions. The qualified acceptable Contractor shall provide a mowing schedule for each property to be maintained at least one week prior to the start of the mowing season. The schedule will show the day of the week and time for each property. Any changes to the schedule must be approved by the Superintendent of Parks, Buildings and Grounds.

The Contractor will notify the Owner of any changes to the schedule.

The Contractor will provide the next week schedule by the end of the previous week. Cancellation of a scheduled weekly mowing, or any portion of the mowing, is permitted by the Village if any part of the scheduled mowing is determined to be unnecessary or undesirable by the Village. Incompletion of any portion of the scheduled weekly work by the end of the week deemed necessary will not be paid in full for that location. The Owner agrees to provide notice of cancelation by noon of the day preceding scheduled work to be canceled.

Due to the noise ordinance, mowing will not be able to start before 7:00 am.

Due to Village ordinance, all mowing must stop at dusk

Inclement Weather Rescheduling:

- a) Contractor may cancel all or part of a scheduled mowing due to inclement weather. It is the responsibility of the Contractor to contact the Village on or before 9:00 a.m. of the day to be canceled, when such cancellation is desired.
- b) Inclement weather shall be defined as weather that both the Contractor and Village agree makes the accomplishment of quality work unfeasible, unusually time consuming, or potentially dangerous, or harmful. In the event mutual agreement cannot be reached for a particular mowing, the inclement weather determination shall be made by the Contractor. However in the event the Village feels then Contractor abuses this provision, the Village reserves the right to cancel this Contract.
- c) Any part of a scheduled mowing that is canceled due to inclement weather shall be rescheduled by the Contractor to a date within three calendar days (including weekends) of the cancellation. Work completed on a weekend will not be paid differently than weekday work.

LANDSCAPE MAINTENANCE VILLAGE OF VILLA PARK

- d) Any portion of a mowing that is canceled and not rescheduled shall not result in a mowing charge.
- e) In the event of on-going wet weather, the Contractor and the Village will negotiate a strategy to accomplish the necessary work.
- f) Contractor will return calls and respond within two (2) hours.

In areas of poor drainage which adversely affect the work of the Contractor, the Contractor shall be responsible for informing the Village of the affected area. The Village will have discretionary authority to waive work quality standards in areas which both the Village and the Contractor agree are problematic.

EQUIPMENT

Contractor will provide the Village with a list of owned or leased equipment. A deck size of 60 inches or larger can be used for open areas. Walk behind mowers will be used around buildings and obstacles and for steep slopes. Walk behind mowers with baggers will be used for the pool area for the collection of grass clippings. Mowing equipment shall be kept in good, safe operating condition with sharp blades so that grass is cut properly and in such condition that oil and gasoline are not leaked onto turf areas. Mowers shall have the grass shoots closed off to eliminate objects thrown from mowers. All mowers shall be equipped with anti-scalping decks.

All tools shall be clean/sterile, sharp, in proper working order and shall be checked for safety by the landscape contractor before starting work on Village of Villa Park properties. All pruning tools shall be hook and blade (by-pass) type. No anvil type pruning tools shall be used.

FUELING AND OILING

Spilled gasoline and oil kills grass. Mowers will not be fueled or oiled in grass areas or hard court surfaces; they shall be moved to paved areas for this function.

The contractor will immediately clean up hazardous material spills. It is the contractor's responsibility to repair turf areas damaged by improper fueling or oiling of equipment.

Any quantity of gas or oil spilled, within the Village, should be reported immediately to the designated Village representative(s).

PERSONNEL

The Contractor's Contract Administrator must be available by phone and email.

Contractor shall have in its employ, or under its control, sufficient qualified and competent personnel to perform work promptly and in accordance with a schedule or work program. Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. Workers shall act appropriately and professionally at all times, and refrain from offensive language, gestures or actions while on Village maintained sites. The Village may require the Contractor not to assign any employee the Village deems incompetent, careless, insubordinate, or otherwise objectionable to work on Village projects.

All persons working on Village property must be well mannered, a minimum of 18 years of age, maintain proper hygiene and be uniformed so that they may be recognized by Village of Villa Park personnel and patrons.

INTERACTIONS WITH THE PUBLIC

The Contractor and its representatives may be contacted in some manner by residents/users of the Village properties. The employee(s) shall be instructed to politely inform the citizens to direct their comments and/or questions to the Village of Villa Park at 42 W Home Ave, Villa Park IL 60181, or by calling 630-834-3051.

MOWING

All turf grass areas shall be mowed as needed during the growing period to maintain a neat appearance as follows:

- a) Turf shall be maintained to a height range of two and one half (2 1/2) inches to four (4) inches depending on current weather and turf conditions or unless specified otherwise in this agreement. Mower blades shall be sharpened and remain sharpened throughout the contract period. Either rotary or reel type mowing equipment is acceptable provided an even cut over all mown areas is maintained. Riding mowers shall be equipped with suitable flotation tires and mowing decks adjusted to ensure that lawn areas are not scalped or cut too low. Mowing at each site shall be completed within one day.
- b) Grass mowing shall be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting. Grass clippings shall be removed immediately off adjacent sidewalks and pavement.
- c) Prior to mowing the contractor shall remove all rubbish, debris and trash, which includes rocks, paper, and other portable objects within maintenance area,

**LANDSCAPE MAINTENANCE
VILLAGE OF VILLA PARK**

lodged in shrubs, hedges, fences and along foundation walls. The contractor shall remove the rubbish and debris and dispose of it off the Village property in a manner acceptable to all County, State and Local Ordinances. Litter and debris shall be collected and removed weekly even if a decision is made not to mow turf areas.

- d) Grass clippings shall be removed where grass clippings are not spread evenly over the area.
- e) All grass shall be neatly trimmed around all fixed structures, footpaths, beds and paved areas at a height consistent with the mowed lawn areas.
- f) Safety shielding and other manufacturer amenities on all equipment shall remain operational at all times and it shall be the contractor's sole responsibility to ensure the safety of his/her operations.
- g) Excess grass on sidewalks, paved areas, beds or tree rings shall be cleaned off upon completion of mowing operations.
- h) Mowing shall be conducted in such a manner and at such times that will not interfere with the public use of said areas and/or adjoining areas. A mowing schedule shall be coordinated with the Superintendent of Parks, Buildings and Grounds.
- i) Final Appearance, Bagging of cut grass and raking of leaves is required at the pool location. Mowing patterns shall be such that the clippings are evenly distributed, not windrowed into noticeable deposits. Any noticeable deposits will need to be distributed by additional mowing or by using a blower. At the Villages discretion, unevenly distributed grass clippings may have to be picked up. Grass clippings will not be allowed to accumulate on hard surface areas. Mowing patterns will be established and equipment operated so that the height of cut is uniform and no scalping occurs. Mowing pattern will be consistent throughout the lawn area and satisfactory to the Village. The direction of the mowing pattern will be altered, approximately ninety degrees weekly to prevent the creation of mower wheel patterns and uneven compaction of soils. Trees, shrubs and other plants should not be "barked" by running into them with the mowing equipment. The first two (2) pass cuts along property boundaries, around buildings, tennis courts, parking lots and play pits should be made in a reversed direction to prevent blowing of clippings onto adjacent property or into the play pit, tennis courts, parking lots or landscape beds.
- j) The Contractor will not mow, walk or use any equipment on turf areas when frost is present, where standing water is present, or in areas saturated with water. Turf areas are considered saturated when water puddles in footsteps. If mowing cannot be delayed and Contractor has obtained the Village's

LANDSCAPE MAINTENANCE VILLAGE OF VILLA PARK

permission, the Contractor may use a smaller piece of equipment that will not cause visible damage to the turf. If a site cannot be cut due to wet conditions, Contractor shall use string trimmers to knock down tall grass until mowing can be completed.

- k) The Village of Villa Park reserves the right to suspend mowing at any location at any time for any reason. Should this occur, the Village will not be charged the mowing fee stated in the contract for said facility.

TRIMMING

All areas will be trimmed at the time of each mowing to give grounds a professionally maintained appearance. Trimming around trees, shrubs, cultivated areas, walks, playgrounds, beds, fences, poles, walls, valves and other similar objects shall match the height and appearance of surrounding vegetation. Adjoining sidewalks and other pavement shall be cleaned of debris. Debris shall be removed from sites and disposed of off the Village property by the contractor. Trimming around woody plants shall be done in such a manner so no bark damage occurs from mowers, string-trimmers or other tools. The contractor shall be responsible for repair or replacement (at the Village of Villa Park's option) of planting material or other property damaged as a result of the contractor's operations under this agreement.

WEEDS

Weeds growing from sidewalk cracks along curb lines, along shrub beds or roadway edges so as to detract from the appearance of the site should be mechanically removed weekly during each mowing cycle, and are the responsibility of the contractor.

For the purposes of this contract, the tree rings and shrub bed mulched areas will be considered turf areas. If Contractor has questions whether vegetation is a weed or suitable plant material, Contractor must contact Village before maintaining areas.

Weeds actively growing in mulched areas of tree rings and shrub beds should be mechanically removed weekly during each mowing cycle and are the responsibility of the Contractor.

GENERAL CLEAN-UP

The Contractor shall keep the project site and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. All debris will be kept clear from all areas being maintained. All walkways, driveways, plant beds and

landscaped areas shall be kept clean of all clippings, litter and other debris before leaving the job site.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall exercise precautions at all times for persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall keep all roads open for traffic and provide warning signs and barricades as required by law, IDOT or other regulatory agency. **The contractor shall be solely responsible for the health and safety of its workers.** Roadways in each direction shall be kept open to traffic at all times. As traffic on many of the roadways in the areas included in this agreement operates at high speeds, the actual work of loading and unloading materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it becomes necessary to move a slow moving piece of equipment for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time it occupies any portion of the traveled roadway. This escort vehicle shall be equipped with an amber colored, rotating-type warning light mounted to the rear of the escort vehicle at a minimum height of six (6) feet. Additionally, no contractor equipment or materials shall be stored on the pavement or roadway shoulder at any time.

The Contractor shall promptly remedy damage and loss to Village property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Village or anyone directly or indirectly employed by Village, or by anyone for whose acts Village may be liable, and not attributable to the fault or negligence of the Contractor.

GENERAL REPORTING OF DAMAGES AND COMMUNICATION

Any vandalism, storm damage or Contractor damage to the Village properties or to any of the trees, bushes, play equipment, buildings, vehicles in parking lots, or objects located in the Village properties will be reported to the Village as soon as possible by the Contractor by calling (630) 834-3051. The Contractor will respond to calls from the Village with a response time not exceeding 2 hours.

Property Damage

- a) Wherever any existing material, equipment or facility is damaged by the Contractor, the cost of repair or replacement shall be charged to the Contractor. Items covered by this provision include, but are not limited to curbs, sidewalks,

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lawns (to include scalped areas ruts or depressions), plantings, limbing or gouging of trees or shrubs, signs, light poles, vehicles etc.

- b) Injuries to any person and damage to any mowing site, the property of any employee at that site, customer or any property not belonging to the Contractor shall be reported immediately to the Village. Any costs for this damage or injury will be reimbursed by the Contractor.
- c) Repair work due to damages caused by the Contractor shall be coordinated through, and subject to the approval of the Village. Repairs shall be made with like materials in a manner acceptable to the Village.
- d) Contractor shall acquaint themselves with the location of utilities, which may be encountered or be affected by their work, and shall be responsible for damage caused by neglect to provide proper precautions or protection.
- e) The Contractor shall repair, to its original state, any landscape damaged by failure to provide proper and adequate protection, to the satisfaction of the Village, or remove and replace with new materials or plantings at the Contractor's expense.

ACCIDENT NOTIFICATION

In the event of accidents of any kind which involve the general public and/or private or public property, the Contractor shall immediately notify the Police and Owner and shall provide a full accounting of all details of the accident. The Contractor shall furnish the Owner copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

CONTACT PERSON

The Contractor shall provide the name and mobile number of the supervisor of the crew assigned to the Village of Villa Park. This information shall be given to the Superintendent of Parks, Buildings and Grounds.

Contractor shall attend on-site maintenance meetings scheduled by the Village to review and address concerns as needed or requested by the Village.

SPECIAL EVENTS

Locations where the Village has Special Events will need to be mowed prior to event set up. The Village will contact the Contractor and coordinate mowing of the property before that week's scheduled mowing.

GENERAL SPECIAL PROVISIONS

QUALIFICATIONS OF CONTRACTORS

Contractors will comply with all applicable Federal, State and local laws and requirements, and will further meet the qualifications prescribed in this and other applicable portions of these provisions.

Contractors, in submitting a Proposal, certifies that Contractor is in compliance with all applicable Federal, State, and local laws and requirements, and that Contractor further meets the qualifications prescribed in this and other applicable portions of these provisions. Engineer's determination as to the compliance and qualifications of the Contractor will be final, and Contractor, in submitting a Proposal, agrees to be bound by that determination.

Contractor, in submitting a Proposal, certifies that Contractor is in compliance with the following requirements and qualifications. Contractor further certifies that Contractor is able to provide written evidence of Contractor's compliance with the following requirements and qualifications. Contractor shall, upon request by Engineer, submit such written evidence within five (5) calendar days of the Engineer's request, as well as any other written evidence which Engineer may deem necessary for the purpose of evaluating Contractor's qualifications.

- (a) Contractor shall be qualified to do business in the State of Illinois.
- (b) Contractor shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).
- (c) Contractor shall be able to provide a street address and description of the Contractor's place of business, and the mailing address of the business, if different from the street address.
- (d) Contractor shall be able to provide the number of years Contractor has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.
- (e) Contractor shall be able to provide a list of the property and equipment available to the Contractor.
- (f) Contractor shall be able to provide a financial statement demonstrating that the Contractor has the financial resources to meet all obligations related to the Work.

**LANDSCAPE MAINTENANCE
VILLAGE OF VILLA PARK**

- (g) Contractor shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Contractor shall be able to provide current certificate(s) of insurance for the insurance policies held by Contractor, demonstrating that Contractor holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.
- (h) Contractor shall have performed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Contractor shall be able to provide a list of all projects of a similar nature performed by Contractor in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Contractor's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Contractor agrees the Village may contact for the purpose of verifying Contractor's performance and references.
- (i) Contractor shall be able to provide a list of three (3) references (name, address and telephone number) with knowledge of the integrity and business practices of the Contractor. Such references may not be persons who have been employed by Contractor as employees.
- (j) Contractor shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.
- (k) Contractor shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Contractor as a prime contractor, against Contractor as a subcontractor, or against Contractor as a party in any other capacity; or against subcontractors or suppliers performing work for Contractor or under Contract held by Contractor.
- (l) Contractor shall be able to provide a list of Contracts defaulted.
- (m) Contractor shall be able to provide a statement indicating whether or not Contractor has ever filed bankruptcy.
- (n) Contractor shall be able to provide a list of all officers of the firm, which list shall also indicate those officers who, while in the employ of the firm or in the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.

LANDSCAPE MAINTENANCE VILLAGE OF VILLA PARK

- (o) Contractor shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Contractor shall be able to provide the names and technical experience of such personnel, as well as statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.
- (p) Contractor shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Contractor for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Contractor currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.
- (q) Contractor shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Contractor shall be able to provide evidence of Contractor's participation in such apprenticeship and training programs.
- (r) Contractor shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.
- (s) Contractor shall be able to provide such other information as may assist the Village in determining whether the Contractor is adequately prepared to fulfill the Contract.

These requirements and qualifications are not intended to discourage submitting proposals, to make it difficult for qualified Contractors to submit Proposals, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow the Village to obtain sufficient information about Contractor's financial state, available equipment, personnel, and previous work experience so that the Village may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

AWARD OF CONTRACT

The Village of Villa Park reserves the right to award the contract to the lowest responsible Contractor for the Base Proposal, or for the Base Proposal plus any combination of the Alternate(s), based upon the Village's best interests. Providing the lowest Proposal on

LANDSCAPE MAINTENANCE VILLAGE OF VILLA PARK

the Base Proposal or an individual Proposal Alternate does not guarantee the Contractor will be awarded the contract, as the Contractor will need to be the lowest Contractor on the combination of the Base Proposal and Proposal Alternates that the Village ultimately selects at its own discretion.

Each Contractor must submit Proposals for the Base Proposal to be eligible for the award of the contract. Failure to do so may result in rejection of the CONTRACTOR's Proposal. Contractors are not required to submit Proposals for any or all of the Alternates.

SUBCONTRACTORS

Add the following paragraph to the end of Article 108.01 of the Standard Specifications:

"The apparent low Contractor shall submit to the Village within 3 calendar days after the receipt of Proposals, a list of the names of Contractor's proposed subcontractors and material suppliers along with a description of the work to be performed or the materials to be supplied by each."

INSURANCE

Insurance and indemnification shall be in accordance with applicable sections of the Standard Specifications, and shall also be in accordance with the "IRMA Contractual Insurance Guidelines", incorporated herein as Appendix C. If a conflict is determined to exist between the requirements prescribed in the Standard Specifications and the requirements prescribed in the IRMA Contractual Insurance Guidelines, such conflict will be resolved as follows:

- a. If a particular type of insurance coverage is required by one standard but not by both, that type of insurance coverage will be required.
- b. If the minimum limits of insurance coverage required by one standard differ from those required by the other standard, the higher minimum limits of insurance coverage will prevail.
- c. If any other conflicts are determined to exist between the requirements prescribed in the two standards, the stricter of the two requirements will prevail. The Village will make the final determination as to what constitutes a stricter requirement.

MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein.

Revise Article 671.02, Basis of Payment, to read:

“671.02 Basis of Payment. This work will not be paid for separately but shall be included in the unit Proposal prices of the items for which this work applies.”

WORKING HOURS

Working hours will be between 7:00 A.M. and Dusk, Monday through Friday, excluding holidays as designated by the Contract.

Contractor will not permit the performance of Work outside these working hours without Owner's written consent, which may be given after prior written request to Engineer, except as otherwise required for the safety of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents.

If Contractor permits the performance of Work outside these working hours, Contractor will compensate Owner for the costs of inspection and other services provided by Engineer. Owner will determine the rates at which such inspection and other services are to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

HOLIDAYS

Revise the list of legal holidays in Article 107.09 of the Standard Specifications to read:

New Year's Day	Thanksgiving Day
Easter	<u>Thanksgiving Friday</u>
Memorial Day	<u>Christmas Eve</u>
Independence Day	Christmas Day
Labor Day	<u>New Year's Eve</u>

OPERATION OF WATER DISTRIBUTION FACILITIES

Contractor shall not operate any water distribution facilities, including, but not limited to, valves or hydrants. If Contractor requires the operation of such facilities, Contractor shall

provide a minimum of 48 hours' notice to the Village and the Village will operate such facilities.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

DIFFERING SITE CONDITIONS

Contractor is encouraged to visit and inspect the site, and to make record of existing conditions. No additional compensation will be granted to the Contractor as a result of site conditions encountered during the work that differ from those anticipated or assumed by the Contractor.

FINAL INSPECTION

Final inspection shall be in accordance with Article 105.13 of the Standard Specifications, except as modified herein.

Revise the second paragraph of Article 105.13, Final Inspection, to read:

"If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall comply with such instructions within 14 calendar days of receipt of such instructions. The Contractor shall give the Engineer not less than 48 hours' notice, in writing, prior to beginning any such corrective work. Upon completion of all corrective work, the Contractor shall give the Engineer notice in writing. Upon receipt of such notice, the Engineer will make another inspection which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of the date of final inspection."

USE OF FIRE HYDRANTS

Revise Article 107.18, Use of Fire Hydrants, of the Standard Specifications to read:

"107.18 Use of Fire Hydrants. If Contractor requires water for the completion of construction operations, and desires to obtain water from the Village, the Contractor shall

LANDSCAPE MAINTENANCE VILLAGE OF VILLA PARK

make written application to the Village. If such application is approved by the Village, the Contractor shall obtain water from the fire hydrant located at 100 West Home Avenue, adjacent to the Village of Villa Park Fleet Maintenance Garage. Contractor's use of said hydrant and methods of obtaining water shall be in compliance with all applicable ordinances, rules, and regulations concerning such use. Contractor shall furnish all labor and equipment necessary to make a connection to said hydrant, and to obtain and transport water.

Prior to obtaining water, Contractor shall make written application to the Village for temporary use of a hydrant meter. If the application for temporary use of a hydrant meter is approved, the Contractor shall provide a deposit of three-thousand dollars (\$3,000.00) to the Village for the temporary use of said hydrant meter, which deposit will be held by the Village until such time that the meter is returned to the Village by the Contractor in satisfactory condition. Contractor shall use said hydrant meter when obtaining water, and shall comply with all conditions for the use of said meter. Contractor shall return the hydrant meter to the Village within 24 hours of project completion and within 24 hours of any request by the Village that the hydrant meter be returned.

If Contractor makes application for temporary use of a hydrant meter and the application is not approved, Contractor shall make record of the quantity of water obtained, along with the date and time obtained, and shall report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue. If such use takes place outside of the normal working hours of the Public Works Department, Contractor shall report such information immediately upon the commencement of normal working hours.

Contractor shall not use, operate or obtain water from any hydrants other than the hydrant prescribed. Contractor shall not obtain water from the Village for construction operations or activities not under contract with the Village.

If a water main break occurs and the Village determines that the water main break is a result of Contractor's use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract, or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village's costs.

DUST AND TRAFFIC CONTROL

Description. This work shall consist of furnishing, installing, maintaining, relocating, and removing dust and traffic control measures. This work shall be in accordance with applicable portions of Section 107, Section 280, Section 282, and Division 700 of the Standard Specifications, and as described herein.

LANDSCAPE MAINTENANCE VILLAGE OF VILLA PARK

Contractor shall provide dust control measures as needed or as deemed necessary by the Village. Such measures shall be sufficient for preventing the transmission of dust and all other airborne material or particulate beyond the limits of the construction site. Such measures may include the application of water by approved methods, the mechanical sweeping of the construction site or adjacent areas, or other measures as necessary. Such measures shall conform to all applicable laws and regulations.

Contractor shall provide traffic control measures as needed or as deemed necessary by the Village.

Traffic control measures shall include, but not be limited to, flaggers for vehicles and equipment entering or leaving the site; and barricades on any driveway entrances or sidewalks to which access is to be restricted. Contractor shall be responsible for ensuring that all traffic control devices are in satisfactory condition, conform to minimum reflectivity standards, and are equipped with beacons. Traffic control devices shall be either Type II barricades, Type III barricades, or barrels. Traffic cones or similar will not be considered acceptable traffic control devices and will not be permitted.

Method of Measurement. This work will be included in the cost of the contract and will not be measured for payment.

Basis of Payment. This work will not be paid for but will be included in the cost of the contract.

WEATHER LIMITATIONS

Inclement Weather Rescheduling:

Contractor may cancel all or part of a scheduled mowing due to inclement weather. It is the responsibility of the Contractor to contact the Village on or before 9:00 a.m. of the day to be canceled, when such cancellation is desired.

Inclement weather shall be defined as weather that both the Contractor and Village agree makes the accomplishment of quality work unfeasible, unusually time consuming, or potentially dangerous, or harmful. In the event mutual agreement cannot be reached for a particular mowing, the inclement weather determination shall be made by the Contractor. However in the event the Village feels then Contractor abuses this provision, the Village reserves the right to cancel this Contract.

Any part of a scheduled mowing that is canceled due to inclement weather shall be rescheduled by the Contractor to a date within three calendar days (including weekends) of the cancellation.

LANDSCAPE MAINTENANCE VILLAGE OF VILLA PARK

Any portion of a mowing that is canceled and not rescheduled shall not result in a mowing charge.

In the event of on-going wet weather, the Contractor and the Village will negotiate a strategy to accomplish the necessary work.

Contractor will return calls and respond within two (2) hours.

In areas of poor drainage which adversely affect the work of the Contractor, the Contractor shall be responsible for informing the Village of the affected area. The Village will have discretionary authority to waive work quality standards in areas which both the Village and the Contractor agree are problematic.

RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the protection of all equipment and materials. Any equipment or materials which are stolen, missing, lost, damaged or vandalized shall be the Contractor's responsibility to replace or repair as needed at no additional cost to the contract.

The Contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the Contractor at Contractor's expense.

PAY ITEM SPECIAL PROVISIONS

The Village reserves the right to accept the base Proposal, the base Proposal and any combination of alternates, or to reject all Proposals.

BASE PROPOSAL

PAY ITEM #1-#7 – METRA, NORTH AVE MEDIANS AND PROPERTIES, ARDMORE AVE BEDS, ARDMORE AVE BRIDGE, FIRE STATION 81, FIRE STATION 82, GREAT WESTERN TRAIL BEDS

Description. This work shall consist of,

#1 At Metra,

Spring cleanup work to consist of removing all trash and non-natural debris, removal of all leaves and landscape debris, cut back grasses and bushes and deadhead perennials, spring cleanup work to be performed in all landscape beds along north and south side of train tracks.

Furnish and install premium mulch in all landscape beds along north and south sides of train tracks.

Weekly mowing and trimming of turf areas on property, weekly visits to planting beds to maintain a neat and weed free bed, weekly visits to rock areas to maintain and keep weed free, deadheading of plants and perennials, combination of manual and chemical weed control, cleanup of dead plant material and remove debris from site, cleanup of litter and garbage inside landscape beds, maintain and trim ground cover and shrubs twice per season.

The contractor shall perform a fall cleanup of all areas by the removal of all accumulated papers, sticks, leaves, spent herbaceous plants, stones, trash, and other debris from lawn areas, flower beds, walks, fence lines, parking areas and stairways. All annuals shall be removed, trim shrubs and roses as appropriate and non-winter interest perennials such as daylilies, Hosta's, ferns, geraniums, allium, coneflowers, Stella Doro, bluettes, phlox and coreopsis shall be trimmed down and material removed by the contractor and disposed of properly. This work shall be performed at some time during the first three weeks of November depending on the weather. Ornamental grasses, groundcover and other perennials such as Heuchera, sedum and hardy chrysanthemums shall be left uncut to maintain their appearance through winter until spring cleanup to prevent root-rot.

Method of Measurement. This work will be measured for payment on a per month basis. No measurement will be made of any of the individual components of this work.

**LANDSCAPE MAINTENANCE
VILLAGE OF VILLA PARK**

Basis of Payment. This work will be paid for at the contract per month price for METRA which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

#2 At North Ave Medians and Properties,

Bi-Weekly mowing and trimming of turf areas.

Method of Measurement. This work will be measured for payment on a per month basis. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for at the contract per month price for NORTH AVE MEDIANS AND PROPERTIES which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

#3 At Ardmore Ave Beds,

A total number of 17 beds along Ardmore Ave from North Ave to E Terrace St.

Spring cleanup work consists of removing all trash and non-natural debris, removal of all leaves and landscape debris, cutting back grasses and bushes and deadhead perennials, spring cleanup work to be performed in all landscape beds.

Furnish and install premium mulch in all landscape beds.

Weekly visits to planting beds to maintain a neat and weed free bed, combination of manual and chemical weed control, deadhead plants and perennials, clean up litter and garbage inside beds, maintain and trim ground cover and shrubs twice per season.

The contractor shall perform a fall cleanup of all areas by the removal of all accumulated papers, sticks, leaves, spent herbaceous plants, stones, trash, and other debris from lawn areas, flower beds, walks, fence lines, parking areas and stairways. All annuals shall be removed, trim shrubs and roses as appropriate and non-winter interest perennials such as daylilies, Hosta's, ferns, geraniums, allium, coneflowers, Stella Doro, bluettes, phlox and coreopsis shall be trimmed down, and material removed by the contractor and disposed of properly. This work shall be performed at some time during the first three weeks of November depending on the weather. Ornamental grasses, groundcover and other perennials such as Heuchera, sedum and hardy chrysanthemums shall be left uncut to maintain their appearance through winter until spring cleanup to prevent root-rot.

Method of Measurement. This work will be measured for payment on a per month basis. No measurement will be made of any of the individual components of this work.

**LANDSCAPE MAINTENANCE
VILLAGE OF VILLA PARK**

Basis of Payment. This work will be paid for at the contract per month price for ARDMORE AVE BEDS which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

#4 At Ardmore Ave Bridge,

Bi-Weekly mowing and trimming of turf areas.

Method of Measurement. This work will be measured for payment on a per month basis. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for at the contract per month price for ARDMORE AVE BRIDGE which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

#5 At Fire Station 81,

Weekly mowing and trimming of turf areas.

Method of Measurement. This work will be measured for payment on a monthly sum basis per site. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for in the monthly sum price for FIRE STATION 81 which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

#6 At Fire Station 82,

Weekly mowing and trimming of turf areas.

Method of Measurement. This work will be measured for payment on a monthly sum basis per site. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for in the monthly sum price for FIRE STATION 82 which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

#7 At Great Western Trail Beds,

A total number of 5 beds along the Great Western Trail from Villa Ave to Myrtle Ave.

The Contractor shall perform monthly visits to planting beds to maintain a neat and weed free beds, deadheading of plants and perennials, combination of manual and chemical weed control, cleanup of dead plant material and remove debris from site, cleanup of litter and garbage inside landscape beds, maintain and trim ground cover and shrubs twice per season.

The contractor shall perform a fall cleanup of all areas by the removal of all accumulated papers, sticks, leaves, spent herbaceous plants, stones, trash, and other debris from lawn areas, flower beds, walks, fence lines. This work shall be performed at some time during the first three weeks of November depending on the weather.

Method of Measurement. This work will be measured for payment on a monthly sum basis per site. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for in the monthly sum price for GREAT WESTERN TRAIL BEDS which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

ALTERNATE #1 – TURF WEED CONTROL APPLICATIONS

Description. This work shall consist of liquid chemical weed control and granular fertilizer to turf areas, all chemicals to meet all current standards and regulations. Applicators and operators must have proper licensing. The chemical weed control and fertilizer shall be submitted to the Village for approval prior to application. The Village shall have the right to reject the products prior to application.

Method of Measurement. This work will be measured for payment on a per acre basis. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for at the contract per acre price per occurrence for TURF WEED CONTROL APPLICATIONS, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

ALTERNATE #2 – NORTH AVE TREE TRIMMING AND REMOVAL

Description. This work shall consist of trimming trees to maintain an aesthetically pleasing and natural shape. Dead wood shall be removed at the proper time of year to minimize disease and insect infestation and so not to interfere with any flowering or

LANDSCAPE MAINTENANCE VILLAGE OF VILLA PARK

fruiting characteristics of the tree. This work will also consist of removal of dead trees, trees that are dead are to be cut and the stump is to be ground out down to 24 inches, material from grinding to be removed off site, holes to be filled with topsoil and seeded. All trimming equipment shall be properly cleaned, all trimming to be performed by a certified arborist.

Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for at the contract lump sum price per occurrence for NORTH AVE TREE TRIMMING AND REMOVAL, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

ALTERNATE #3 – NORTH AVE LANDSCAPE BED MAINTENANCE

Description. This work shall consist of an initial edging, mulching and trimming of plants in landscape beds, bi-weekly visits to planting beds to maintain a neat and weed free bed, combination of chemical and manual weed control, deadhead plants and perennials, cleanup dead plant material and debris, cleanup litter and garbage inside beds,

Method of Measurement. This work will be measured for payment on a per month basis. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for at the contract per month price for NORTH AVE LANDSCAPE BED MAINTENANCE, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

ALTERNATE #4 – NORTH AVE SPRING AND FALL CLEANUP

Description. Spring cleanup work to consist of removing all trash and non-natural debris, removal of all leaves and landscape debris, cut back grasses and bushes and deadhead perennials, spring cleanup work to be performed in all landscape beds.

Fall cleanup work to consist of cleanup of all areas by the removal of all accumulated papers, sticks, leaves, spent herbaceous plants, stones, trash, and other debris from lawn areas, flower beds, walks, fence lines, parking areas and stairways. All annuals shall be removed, trim shrubs and roses as appropriate and non-winter interest perennials such as daylilies, Hosta's, ferns, geraniums, allium, coneflowers, Stella Doro, bluettes, phlox and coreopsis shall be trimmed down and material removed by the contractor and disposed of properly. This work shall be performed at some time during the first three weeks of November depending on the weather. Ornamental grasses, groundcover and

**LANDSCAPE MAINTENANCE
VILLAGE OF VILLA PARK**

other perennials such as Heuchera, sedum and hardy chrysanthemums shall be left uncut to maintain their appearance through winter until spring cleanup to prevent root-rot.

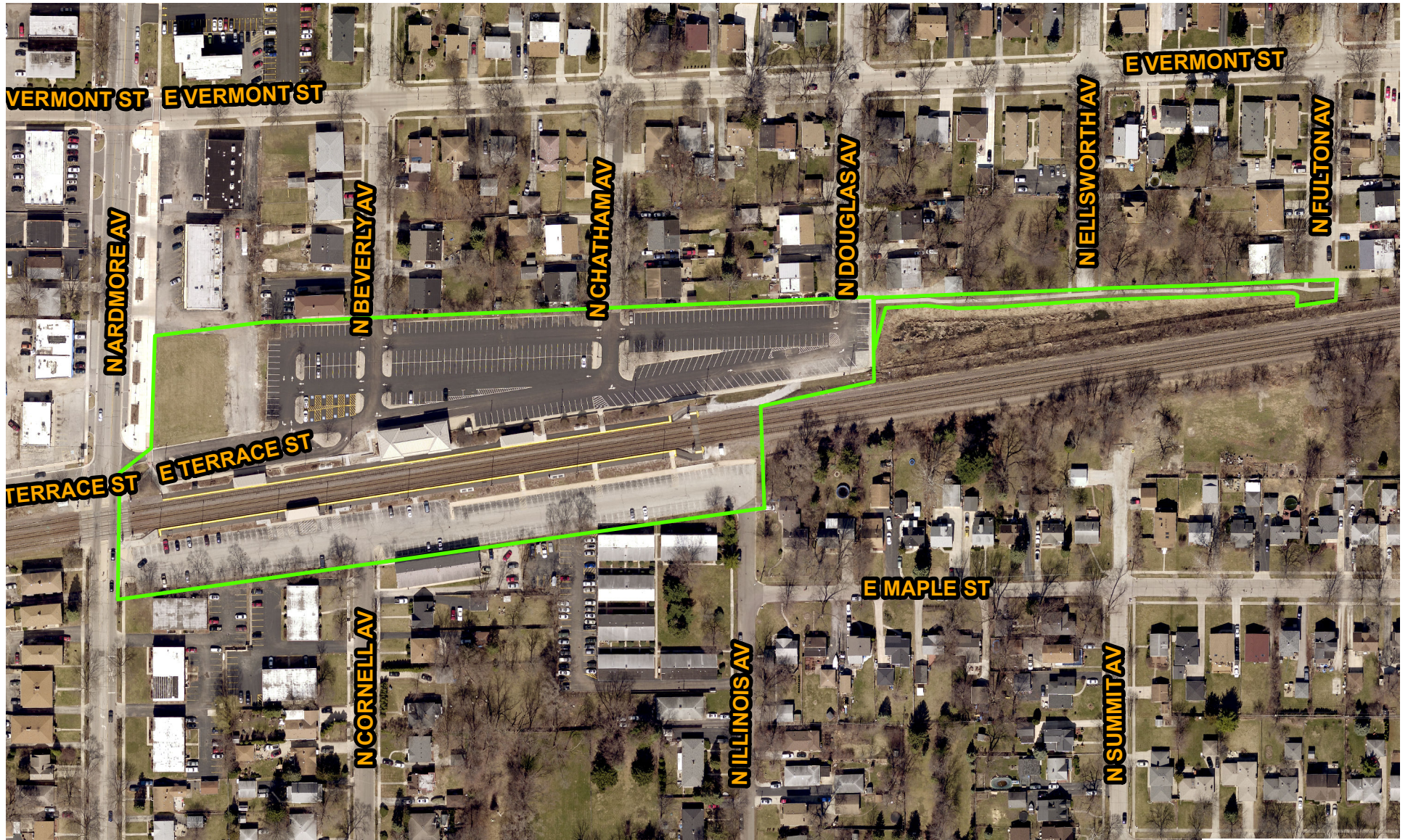
Method of Measurement. This work will be measured for payment on a lump sum basis. No measurement will be made of any of the individual components of this work.

Basis of Payment. This work will be paid for at the contract lump sum price per occurrence for NORTH AVE SPRING AND FALL CLEANUP, which price shall include all labor, equipment, materials, and other costs necessary to complete the work as described.

**LANDSCAPE MAINTENANCE
VILLAGE OF VILLA PARK**

APPENDIX A

LOCATION MAPS



**Village of Villa Park
Landscape Maintenance
Metra**

Legend

 Boundary

The attached location maps are provided for informational purposes only and the Village does not guarantee their accuracy. Actual limits of demolition and removal will be determined in the field. Contractor shall be responsible for verifying all existing conditions in the field.

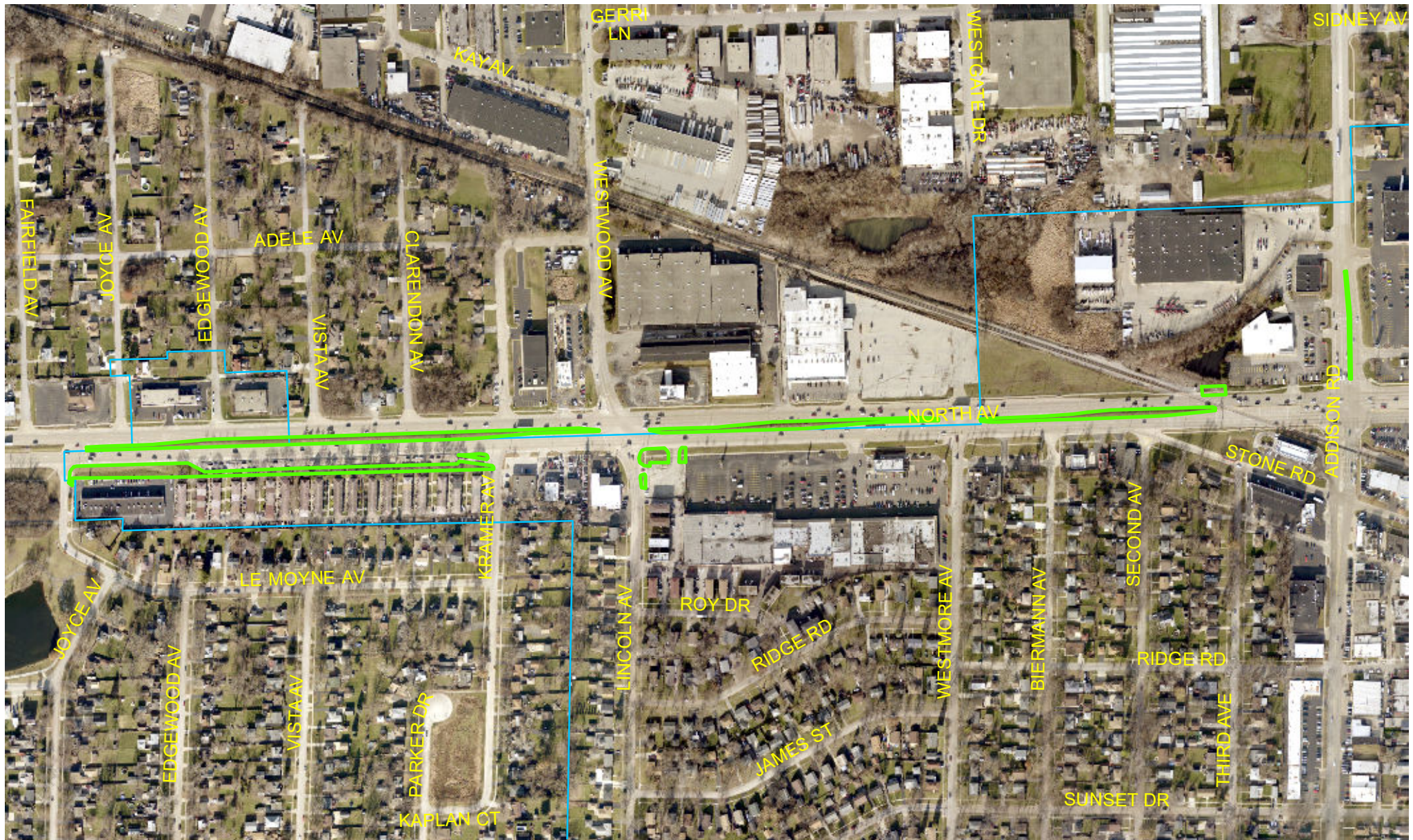
The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness of the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.



Not to Scale

Map Created By Brian Roche



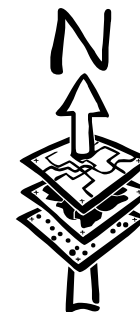


Village of Villa Park Landscape Maintenance North Ave, Joyce Ave to Addison Ave

Legend

 Boundary

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Map Created by Brian Roche

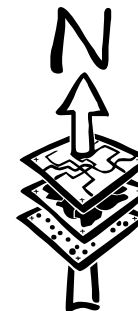


Village of Villa Park **Landscape Maintenance** **North Ave, Villa Ave to Addison Ave**

Legend

Boundary

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Map Created by Brian Roche



**Village of Villa Park
Landscape Maintenance
Ardmore Ave Beds
North of Bridge**

Legend

● Ardmore Ave Beds

The attached location maps are provided for informational purposes only and the Village does not guarantee their accuracy. Actual limits of demolition and removal will be determined in the field. Contractor shall be responsible for verifying all existing conditions in the field.

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N



Not to Scale

Map Created By Brian Roche





**Village of Villa Park
Landscape Maintenance
Ardmore Ave Beds
South of Bridge**

Legend

- Ardmore Ave Beds

The attached location maps are provided for informational purposes only and the Village does not guarantee their accuracy. Actual limits of demolition and removal will be determined in the field. Contractor shall be responsible for verifying all existing conditions in the field.

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Not to Scale

Map Created By Brian Roche





**Village of Villa Park
Landscape Maintenance
Fire Station 82, 102 W Plymouth**

Legend

 Boundary

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Map Created by Brian Roche





**Village of Villa Park
Landscape Maintenance
Fire Station 81, 1440 Ardmore Ave**

Legend

 Boundary

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Map Created by Brian Roche





Village of Villa Park Landscape Maintenance Ardmore Ave Bridge

Legend

Boundary

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Map Created by Brian Roche



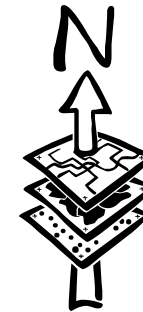


Village of Villa Park Landscape Maintenance Great Western Trail Beds

Legend

- Landscape Areas

The enclosed materials and documentation are being provided pursuant to a request for information, which has been submitted, to the Village of Villa Park, Illinois. The Village expressly disclaims any responsibility for the accuracy of completeness of the materials and documentation provided, and any use thereof is at the requestor's sole and exclusive risk and expense.



Map Created by Brian Roche

**LANDSCAPE MAINTENANCE
VILLAGE OF VILLA PARK**

APPENDIX B

IRMA CONTRACTUAL INSURANCE GUIDELINES

IRMA

CONTRACTUAL INSURANCE GUIDELINES

I. INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

CG2037 - Completed Operations – (Exhibit C)

Required if box is checked ☒ ; and

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured

Required if box is checked ☒ ; and

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Coverage required for employee exposure to lead, if box is checked ☐

- E. Builder Risk Property Coverage with member as loss payee

Required if box is checked ☐.

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Required if box is checked ☐.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$6,000,000 or a project/contract specific aggregate of \$3,000,000.

- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary as respects the member, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor'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.
5. If any commercial general liability insurance is being provided under an excess

or umbrella liability policy that does not “follow form,” then the Contractor shall be required to name the member, its officials, employees, agents and volunteers as additional insureds.

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by member. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers’ Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the member, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers’ compensation coverage applies under contractor’s coverage rather than member’s if the member is borrowing, leasing or in day to day control of contractors employee.

Required if box is checked ☐.

C. Professional Liability (Required if box is checked ☐)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

Each insurance policy required shall have the member expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, employees, agents and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

II. INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its

officials, employees and agents as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be retained by the member to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

III. SAFETY/LOSS PREVENTION

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured, the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT

C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Exhibit D (Example)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Name of Contractor	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Name of Insurance Company	NAIC # Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR Owners & Cont.Prot. (OCP) if requested GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N	N/A	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested)			Policy Number Inserted	Policy Start Date	Policy start Date	\$1,000,000 per occurrence or as requested

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.

No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026). Coverage to additional insured is primary. Additional Insured: Member, its officials, employees, agents and volunteers.

* Member named as cancellation notice recipient.

CERTIFICATE HOLDER

CANCELLATION

Name of Member	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. *
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

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ACORD 25 (2010/05)

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Villa Park

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

BDE SPECIAL PROVISIONS
For the November 18, 2022 Letting

The following special provisions indicated by a “check mark” are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192	3	☐	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436	6	☐	Blended Finely Divided Minerals	April 1, 2021	
80241	7	☐	Bridge Demolition Debris	July 1, 2009	
50531	8	☐	Building Removal	Sept. 1, 1990	Aug. 1, 2022
50261	9	☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80384	10	☐	Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	11	☒	Completion Date (via calendar days)	April 1, 2008	
80199	12	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	13	☐	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	14	☐	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	15	☒	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434	16	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	17	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80229	18	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80433	19	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80422	20	☐	High Tension Cable Median Barrier	Jan. 1, 2020	Jan. 1, 2022
80443	21	☐	High Tension Cable Median Barrier Removal	April 1, 2022	
80442	22	☐	Hot-Mix Asphalt	Jan. 1, 2022	Aug. 1, 2022
* 80446	23	☐	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
80444	24	☐	Hot-Mix Asphalt - Patching	April 1, 2022	
80438	25	☐	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80411	26	☐	Luminaires, LED	April 1, 2019	Jan. 1, 2022
80045	27	☐	Material Transfer Device	June 15, 1999	Jan. 1, 2022
80418	28	☐	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80430	29	☐	Portland Cement Concrete – Haul Time	July 1, 2020	
34261	30	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
* 80445	31	☐	Seeding	Nov. 1, 2022	
80395	32	☐	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	33	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127	34	☐	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397	35	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	36	☐	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
* 80437	37	☒	Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
80435	38	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2022
80410	39	☐	Traffic Spotters	Jan. 1, 2019	
20338	40	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80318	41	☐	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	42	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
* 80439	43	☒	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80440	44	☐	Waterproofing Membrane System	Nov. 1, 2021	
80302	45	☐	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427	46	☒	Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	47	☐	Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2022 Standard Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80425	Cape Seal	Sections 405, 1003	Jan. 1, 2020	Jan. 1, 2021
80387	Contrast Preformed Plastic Pavement Marking	Articles 780.08, 1095.03	Nov. 1, 2017	
80402	Disposal Fees	Article 109.04(b)	Nov. 1, 2018	
80378	Dowel Bar Inserter	Articles 420.03, 420.05, 1103.20	Jan. 1, 2017	Jan. 1, 2018
80421	Electric Service Installation	Articles 804.04, 804.05	Jan. 1, 2020	
80415	Emulsified Asphalts	Article 1032.06	Aug. 1, 2019	
80423	Engineer's Field Office and Laboratory	Section 670	Jan. 1, 2020	
80417	Geotechnical Fabric for Pipe Underdrains and French Drains	Articles 1080.01(a), 1080.05	Nov. 1, 2019	
80420	Geotextile Retaining Walls	Article 1080.06(d)	Nov. 1, 2019	
80304	Grooving for Recessed Pavement Markings	Articles 780.05, 780.14, 780.15	Nov. 1, 2012	Nov. 1, 2020
80416	Hot-Mix Asphalt – Binder and Surface Course	Sections 406, 1003, 1004, 1030, 1101	July 2, 2019	Nov. 1, 2019
80398	Hot-Mix Asphalt – Longitudinal Joint Sealant	Sections 406, 1032	Aug. 1, 2018	Nov. 1, 2019
80406	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Sections 406, 1030	Jan. 1, 2019	Jan. 2, 2021
80347	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Sections 406, 1030	Nov. 1, 2014	July 2, 2019
80383	Hot-Mix Asphalt – Quality Control for Performance	Sections 406, 1030	April 1, 2017	July 2, 2019
80393	Manholes, Valve Vaults, and Flat Slab Tops	Articles 602.02, 1042.10	Jan. 1, 2018	Mar. 1, 2019
80424	Micro-Surfacing and Slurry Sealing	Sections 404, 1003	Jan. 1, 2020	Jan. 1, 2021
80428	Mobilization	Article 671.02	April 1, 2020	
80412	Obstruction Warning Luminaires, LED	Sections 801, 822, 1067	Aug. 1, 2019	
80359	Portland Cement Concrete Bridge Deck Curing	Articles 1020.13, 1022.03	April 1, 2015	Nov. 1, 2019
80431	Portland Cement Concrete Pavement Patching	Articles 701.17(e)(3)b, 1001.01(d), 1020.05(b)(5)	July 1, 2020	
80432	Portland Cement Concrete Pavement Placement	Article 420.07	July 1, 2020	
80300	Preformed Plastic Pavement Marking Type D - Inlaid	Articles 780.08, 1095.03	April 1, 2012	April 1, 2016
80157	Railroad Protective Liability Insurance (5 and 10)	Article 107.11	Jan. 1, 2006	
80306	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Section 1031	Nov. 1, 2012	Jan. 2, 2021
80407	Removal and Disposal of Regulated Substances	Section 669	Jan. 1 2019	Jan. 1, 2020
80419	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Articles 280.02, 280.04, 1080.02, 1080.03, 1081.15	Nov. 1, 2019	July 1, 2021
80408	Steel Plate Beam Guardrail Manufacturing	Article 1006.25	Jan. 1, 2019	
80413	Structural Timber	Article 1007.03	Aug. 1, 2019	
80298	Temporary Pavement Marking	Section 703, Article 1095.06	April 1, 2012	April 1, 2017
80409	Traffic Control Devices – Cones	Article 701.15(a), 1106.02(b)	Jan. 1, 2019	
80288	Warm Mix Asphalt	Sections 406, 1030, 1102	Jan. 1, 2012	April 1, 2016
80414	Wood Fence Sight Screen	Article 641.02	Aug. 1, 2019	April 1, 2020

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal
- Building Removal with Asbestos Abatement
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days



Village of Villa Park
20 South Ardmore Avenue, Villa Park, Illinois 60181

**SCHEDULE OF PRICES; BASE PROPOSAL
FOR 2024 SEASON**

County DuPage
Local Agency Villa Park
Project Landscape Maintenance
Location Village of Villa Park

Schedule for Base Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	METRA	PER MONTH	8		
2	NORTH AVE MEDIANS AND PROPERTIES	PER MONTH	7		
3	ARDMORE AVE BEDS	PER MONTH	8		
4	ARDMORE AVE BRIDGE	PER MONTH	7		
5	FIRE STATION 81	PER MONTH	7		
6	FIRE STATION 82	PER MONTH	7		
7	GREAT WESTERN TRAIL BEDS	PER MONTH	8		

Contractor's Proposal for Entire Base Proposal Improvements	Per Month Unit Total	
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Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; BASE PROPOSAL FOR 2025 SEASON

County DuPage
Local Agency Villa Park
Project Landscape Maintenance
Location Village of Villa Park

Schedule for Base Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	METRA	PER MONTH	8		
2	NORTH AVE MEDIANS AND PROPERTIES	PER MONTH	7		
3	ARDMORE AVE BEDS	PER MONTH	8		
4	ARDMORE AVE BRIDGE	PER MONTH	7		
5	FIRE STATION 81	PER MONTH	7		
6	FIRE STATION 82	PER MONTH	7		
7	GREAT WESTERN TRAIL BEDS	PER MONTH	8		

Contractor's Proposal for Entire Base Proposal Improvements	Per Month Unit Total	
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Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; BASE PROPOSAL FOR 2026 SEASON

County DuPage
Local Agency Villa Park
Project Landscape Maintenance
Location Village of Villa Park

Schedule for Base Proposal

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	METRA	PER MONTH	8		
2	NORTH AVE MEDIANS AND PROPERTIES	PER MONTH	7		
3	ARDMORE AVE BEDS	PER MONTH	8		
4	ARDMORE AVE BRIDGE	PER MONTH	7		
5	FIRE STATION 81	PER MONTH	7		
6	FIRE STATION 82	PER MONTH	7		
7	GREAT WESTERN TRAIL BEDS	PER MONTH	8		

Contractor's Proposal for Entire Base Proposal Improvements	Per Month Unit Total	
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Village of Villa Park
20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; ALTERNATE 1

County DuPage
Local Agency Villa Park
Project Landscape Maintenance
Location Village of Villa Park

Schedule for Single Alternate Proposal
(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
Alternate #1	TURF WEED CONTROL APPLICATIONS	PER ACRE	5		

Contractor's Proposal for Entire Alternate 1 Improvements	
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20 South Ardmore Avenue, Villa Park, Illinois 60181

County DuPageLocal Agency Villa ParkProject Landscape Maintenance

Location Village of Villa Park

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
Alternate #2	NORTH AVE TREE TRIMMING AND REMOVAL	L SUM	1		

Contractor's Proposal for Entire Alternate 2 Improvements



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; ALTERNATE 3

County DuPage
Local Agency Villa Park
Project Landscape Maintenance
Location Village of Villa Park

Schedule for Single Alternate Proposal
(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
Alternate #3	NORTH AVE LANDSCAPE BED MAINTENANCE	PER MONTH	7		

Contractor's Proposal for Entire Alternate 3 Improvements	
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Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181

SCHEDULE OF PRICES; ALTERNATE 4

County DuPage
Local Agency Villa Park
Project Landscape Maintenance

Location Village of Villa Park

Schedule for Single Alternate Proposal
(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
Alternate #4	NORTH AVE SPRING AND FALL CLEANUP	LUMP SUM	2		

Contractor's Proposal for Entire Alternate 4 Improvements	
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LANDSCAPING SERVICES CONTRACT

BY AND BETWEEN THE

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

AND

LANGTON SNOW SOLUTIONS INC.,

DBA LANGTON GROUP, WOODSTOCK, ILLINOIS

VILLAGE OF VILLA PARK
20 S. ARDMORE AVENUE
VILLA PARK, ILLINOIS 60181

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

LANDSCAPING SERVICES CONTRACT

This Contract made this 6th day of March, 2024 between the Village of Villa Park, Illinois, an Illinois municipal corporation, (the “Village”), and Langton Snow Solutions Inc., DBA Langton Group, an Illinois corporation, (the “Contractor”), for Landscaping Services for the Village of Villa Park, Illinois.

In consideration of the mutual terms and covenants set forth in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Contractor agree as follows:

ARTICLE 1. DEFINITIONS

Wherever in the Contract the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.1 Village. The Village of Villa Park, Illinois.

1.2 Village Manager. The Village of Villa Park, Illinois, Village Manager.

1.3 Contract. The written Agreement between the Village and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and materials required to complete the Work in an acceptable manner, including authorized extensions thereof and the basis of payment.

1.4 Contractor. Langton Snow Solutions Inc., DBA Langton Group, an Illinois corporation.

1.5 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.6 Extra Work. An item of Work not provided for in the Contract as awarded but found essential and germane to the satisfactory completion of the Contract within its intended scope as determined by the Village Manager.

1.7 Materials. Any substances specified for use in the performing the Work.

1.8 Superintendent of Parks, Buildings and Grounds. The Village of Villa Park Superintendent of Parks, Buildings and Grounds, acting as the authorized representative of the Village of Villa Park Village Manager.

1.9 Work. Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful performance of the obligations undertaken by the Contractor under the terms of the Contract.

ARTICLE 2. THE WORK

2.1 Intent of the Contract. The intent of the Contract is to prescribe a complete outline of Work which the Contractor undertakes to do in full compliance with the terms of the Contract. The Contractor shall perform all Work and such additional, extra, and incidental Work as may be necessary to complete the Work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the Contract.

2.2 The Work. For and in consideration of the payments to be made by the Village to the Contractor, the Contractor shall perform the Work set forth in this Contract in compliance with all of the terms and the requirements of this Contract and with any Change Orders executed by the Village and the Contractor after execution of this Contract.

2.2.1 Services Performed. This project consists of mowing and trimming of Village properties as well as maintenance of landscape beds and plants, spring and fall cleanups, and mulching.

2.3 Alterations, Cancellations, Extensions, Deductions and Extra Work. The Village reserves the right to make, in writing, at any time during the Work, changes or alterations in the Work and the performance of Extra Work to satisfactorily complete the Work. The Work may be increased, decreased or omitted. Such changes, alterations and Extra Work shall not invalidate the Contract. The Contractor shall perform the Work as altered. If the alterations or changes significantly change the character of the Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village Manager may determine to be fair and equitable.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village Manager before Work is started. Such authorizations shall set up the items of Work involved and the method of payment for each item. Under no circumstances shall the Contractor undertake Extra Work without notification to the Village Manager and receipt of written authorization as provided herein. Claims for Extra Work which have not been authorized in writing by the Village Manager will be rejected.

ARTICLE 3. CONTRACT TERM AND RENEWAL

3.1 Period of Coverage. The initial term of this agreement will begin on or about April 15, 2024 through October 31, 2024 with the Village option of a renewal for an additional two years in one-year increments based on pricing for the 2025 and 2026 seasons:

- Second year: On or about April 15, 2025 through October 31, 2025
- Third year: On or about April 15, 2026 through October 31, 2026

Actual start and stop dates are subject to change based on the weather and as determined by the Village.

ARTICLE 4. CONTRACT REQUIREMENTS

4.1 Familiarity with Contract Requirements. Prior to execution of the Contract, the Contractor:

4.1.1 shall carefully examine the provisions of the Contract, inspect in detail the site of the proposed Work, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the Work;

4.1.2 conclusively assures and warrants to the Village that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the Work;

4.1.3 shall be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the Contract requirements; and

4.1.4 shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the Contractor to make these examinations or gain an understanding of the Contract requirements.

4.2 Certifications. The executed Contract shall be accompanied by a Contractor's Certification in the form provided by the Village. The Contractor shall certify the following:

4.2.1 Illinois Taxes. The Contractor shall certify that, if it is a partnership, it is and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

4.2.2 Bid Rigging. The Contractor shall certify that, if it is a partnership, it has and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

4.2.3 Drug-free Workplace. The Contractor shall certify that it will provide a drug-free workplace by:

4.2.3.1 Publishing a statement:

4.2.3.1.1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

4.2.3.1.2 Specifying the actions that will be taken against employees for violations of such prohibition;

4.2.3.1.3 Notifying the employee that, as a condition of employment on such contract, the employee will:

4.2.3.1.3.1 abide by the terms of the statement; and

4.2.3.1.3.2 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;

4.2.3.2 Establishing a drug-free awareness program to inform employees about:

4.2.3.2.1 the dangers of drug abuse in the workplace;

4.2.3.2.2 the Contractor's policy of maintaining a drug-free workplace;

4.2.3.2.3 any available drug counseling, rehabilitation, and employee assistance program; and

4.2.3.2.4 the penalties that may be imposed upon employees for drug violations;

4.2.3.3 Making it a requirement to give a copy of the statement required by subparagraph 4.2.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

4.2.3.4 Notifying the Village within ten (10) days after receiving notice under subparagraph 4.2.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

4.2.3.5 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;

4.2.3.6 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;

4.2.3.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

4.2.4 Educational Loan. The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4.2.5 Human Rights Number. The Contractor shall certify that at the time the Contractor submitted a bid on this Contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

4.2.6 Prohibited Interest in Contract. The Contractor shall certify that:

4.2.6.1 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

4.2.6.2 if the Contractor's stock is traded on a nationally recognized securities market, 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.

4.2.7 Gift Ban.

4.2.7.1 The Contractor shall certify that 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 2-333 of Chapter 2 of the Villa Park Municipal Code; and

4.2.7.2 The Contractor shall certify that 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 2-333 of Chapter 2 of the Villa Park Municipal Code.

4.2.8 Patriot Act. The Contractor shall certify 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 and that the Contractor 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.

ARTICLE 5 CONTROL OF WORK

5.1 Authority of Village Manager. All Work of the Contract shall be completed to the satisfaction of the Village Manager. The decision of the Village Manager shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and Work; the manner of performance; acceptable rates of progress on the Work; the interpretation of the Contract and

specifications; the fulfillment of the Contract; the measurement of quantities and payment under the Contract; and the determination of the existence of changed or differing site conditions.

The Village Manager will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract or failure to carry out orders of the Village Manager. The Work may also be suspended at the Contractor's risk for such periods as the Village Manager may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest.

The Contract does not require the Village to provide the Contractor with direction or advice on how to do the Work. If the Village approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the Village.

In case of failure on the part of the Contractor to execute Work ordered by the Village Manager, the Village Manager may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such Work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

Authority to authorize Work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$25,000.00 may be exercised by a written change order of the Village Manager. Authority to increase the amount payable to the Contractor in all other instances may only be exercised by written change order signed by the Village President and authorized by a due and proper vote of the Village Board.

5.2 Conformity with Contract. All Work performed and all materials furnished shall be in conformity with the Contract. All Work or material which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be remedied and corrected in an acceptable manner by and at the expense of the Contractor.

The Village reserves the right to accept Work produced by the Contractor if the Village Manager finds the noncompliant materials or the nonconforming Work are in close conformity with the Contract. In this event, the Village Manager shall document the basis of acceptance by Contract modification which may provide for an appropriate adjustment in the Contract price for such Work or materials as the Village Manager deems necessary to conform to the determination. The determination of the Village will be based on the best judgment of the Village Manager and shall be final and binding. Work done contrary to instructions given by the Village Manager or any Extra Work done without written approval given by the Village Manager will be considered unacceptable and will not be paid for under the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the Contract of remedies for the use of unacceptable materials or for unacceptable Work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the Village Manager made under the provisions of this Article, the Village Manager will have authority to cause the unacceptable Work to be corrected and to deduct the cost from any monies due or to become due the Contractor.

5.3 Cooperation by Contractor. The Contractor shall give the Work constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village Manager, appointed inspectors and other contractors in every way possible.

5.4 Authority and Duties of the Superintendent of Parks, Buildings and Grounds. The Superintendent of Parks, Buildings and Grounds is authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Superintendent of Parks, Buildings and Grounds is not authorized to alter or waive the provisions of the Contract. The Superintendent of Parks, Buildings and Grounds is not authorized to issue instructions contrary to the terms of the Contract or to act as foreman for the Contractor. The Superintendent of Parks, Buildings and Grounds has the authority to reject defective Work or material and to suspend any Work being improperly performed.

5.5 Inspection of Work. All materials and each part or detail of the Work shall be subject at all times to inspection by the Village Manager and the Superintendent of Parks, Buildings and Grounds. The Village Manager and the Superintendent of Parks, Buildings and Grounds shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

ARTICLE 6 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

6.1 Laws to be Observed. The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work; and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the Work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the Village and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

6.2 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

6.3 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

6.4 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

6.5 Foreign Corporation. The Contractor shall be an Illinois corporation or limited liability company or if the Contractor is a foreign (non-Illinois) corporation or limited liability company, the Contractor shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

6.6 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

6.7 Worker's Compensation Insurance. Prior to the approval of its Contract by the Village, the Contractor shall furnish to the Village certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all Work to be performed under the terms of the Contract has been completed and accepted according to the General Conditions and Special Provisions; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the Work by the Village, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the Contract.

6.8 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

6.8.1 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.

6.8.2 if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability 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.

6.8.3 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.

6.8.4 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 Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor

organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor 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.

6.8.5 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 Village, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6.8.6 permit access to all relevant books, records, accounts and Work sites by personnel of the Village 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.

6.8.7 include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed so that such provisions of this Contract will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the Village and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 6.8, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the Village, and the Contract may be cancelled 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.

6.9 Non-Segregated Facilities. The Contractor shall 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 subparagraph, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he 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 subcontracts 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 it will retain such certifications in its files.

6.10 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

6.11 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Village indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the Village, to furnish said Village with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Village may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the Village for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

6.12 Public Convenience and Safety. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the Work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No Work shall be performed during any legal holiday period, except with the written permission of the Village Manager. The legal holidays will include:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

6.13 Protection and Restoration of Property. If private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the Village Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Contract complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Village and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the bid prices of the Contract, and no additional compensation will be allowed.

6.14 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the Village for the payment thereof, may be retained by the Village for said purpose until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

6.15 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this Article or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

6.15.1 Worker's Compensation and Employer's Liability.

6.15.1.1 Worker's compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

6.15.1.2 Employer's Liability.

- 6.15.1.2.1** Each Accident \$1,000,000
- 6.15.1.2.2** Disease-policy limit \$1,000,000
- 6.15.1.2.3** Disease-each employee \$1,000,000

6.15.2 Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- 6.15.2.1** General Aggregate Limit \$2,000,000
- 6.15.2.2** Products-Completed Operations Aggregate Limit \$2,000,000
- 6.15.2.3** Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Village, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Work and operations performed.

6.15.3 Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage Liability - Each occurrence Limit \$1,000,000

6.15.4 Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

6.15.5 All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work until notification of the date of final inspection.

6.15.6 Termination or refusal to renew shall not be made without 30 days' prior written notice to the Village by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

6.15.7 All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the Contract.

6.16 Minimum Scope of Insurance. Coverage shall be at least as broad as:

6.16.1 Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

6.16.2 Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

6.16.3 Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

6.17 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 (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

6.18 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

6.18.1 General Liability and Automobile Liability Coverages.

6.18.1.1 The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's Work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

6.18.1.2 The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

6.18.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

6.18.1.4 The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor'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.

6.18.1.5 If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.

6.18.1.6 All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

6.18.2 Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from Work performed by Contractor.

6.19 Verification of Coverage. The Contractor shall, prior to the Village's executing the Contract, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each 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 Village and are to be received and approved by the Village before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to demand full certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Village with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

6.20 Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.21 Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this Contract.

6.22 Contractor Safety Responsibility. Nothing in this Contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete

supervision and achievement of workplace safety. Any inspection of the Work conducted by the Village, and the officers and employees of the Village, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the Contract. Additionally, the Contractor guarantees to the Village a safe workplace shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor shall require this workplace safety guarantee of all subcontractors and shall expressly require the Village to be a third party beneficiary of each guarantee.

6.23 Contractor's Responsibility for Work. All Work of the Contract, including Work added to the Contract, shall be under the charge and care of the Contractor.

6.24 Personal Liability of Public Officials. In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the Village Manager thereby, there shall be no personal liability upon the Village Manager or authorized representative, it being understood in such matters they act as agents and representatives of the Village. By entering into this Contract with the Village, the Contractor covenants that it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Village for any action or omission done or not done in the course of their administration of this Contract. The Contractor shall pay all attorneys' fees and all costs incurred by the Village, its officers, and employees on account of action or suit in violation of this Article.

6.25 No Waiver of Legal Rights. The Village shall not be precluded or stopped by final acceptance or final payment, or any payment made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor; or from showing any such payment is incorrectly made; or the Work or materials do not in fact conform to the Contract. The Village shall not be precluded or estopped, by final acceptance, final payment, or any payment in accordance therewith, from recovering from the Contractor such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. A waiver on the part of the Village of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

ARTICLE 7 PROSECUTION AND PROGRESS

7.1 Subletting of Contract. The Contractor acknowledges that the Village is induced to enter into this Contract by, among other things, the qualifications of the Contractor. The Contract shall be deemed to be exclusive between Village and Contractor. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the Village Manager. The Village may refuse to accept any substitute Contractor for any reason.

7.2 Prosecution of the Work. The Contractor shall begin the Work to be performed under the Contract expeditiously when directed by the Director of Public Works. The Work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

7.3 Labor, Methods, and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the Work to full completion in the manner and time required by the Contract. All workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have sufficient experience in such Work and in the operation of the equipment required to perform all Work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Village Manager, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village Manager, be removed at once by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Village Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Village Manager may suspend the Work by written notice until such orders are complied with.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in performing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that can be demonstrated to the Village Manager as satisfactory to accomplish the Contract Work in conformity with the requirements of the Contract. When the Contract specifies that the Work be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Village Manager. If the Contractor desires to use a method or type of equipment other than specified in the Contract, it may request authority from the Village Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with the Contract requirements. If, after trial use of the substituted methods or equipment, the Village Manager determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall correct the deficient Work and replace it with Work of specified quality or take such other corrective action as the Village Manager may direct. No change will be made in basis of payment for the Work involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

7.4 Suspension of Work. The Village Manager shall have authority to suspend the Work whole or in part, when conditions at the site of the Work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the Work, and when the Contractor does not comply with the Contract or orders of the Village Manager. Orders to suspend or resume Work shall be complied with immediately. The Contractor shall not suspend Work without written authority from the Village Manager. The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any Work stoppage caused by any labor or jurisdictional

disputes arising out of the assignment of Work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier.

7.5 Default on Contract. If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the completion of said Work within the specified time, or shall perform the Work unsuitably, as determined by the Village Manager, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in a manner approved by the Village Manager or otherwise fails to conform to the terms of the Contract, the Village Manager shall give notice in writing to the Contractor of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required, the Village shall, upon written certificate from the Village Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option, it may take over the Work, and may complete the Work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. The Contractor shall bear any extra expenses incurred by the Village in completing the Work, including all increased cost for completing the Work, and all damages sustained, or which may be sustained, by the Village by reason of such breach, refusal, neglect, failure, or discontinuance of Work by the Contractor. After all the Work contemplated by the Contract has been completed, the Village Manager will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Village to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor shall be liable to the Village and shall pay the difference to the Village on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Section 7.7.

7.6 Termination of the Contractor's Responsibility. Whenever the Work called for by the Contract has been completely performed on the part of the Contractor and all of the Work has been approved by the Village Manager and accepted by the Village according to the Contract, and the final payment paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of Work including, but not limited to, Sections 6.14, 6.15, 6.24 and 6.25.

7.7 Termination for Public Convenience. The Village may, by written order, terminate the Contract or any portion thereof after determining that proceeding with or completing the Work as originally contracted for would not be in the public interest and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the Contract,

or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of Work included in its Contract have been completed, payment will be made for the actual amount of Work completed. Termination of a Contract will not relieve the Contractor of the responsibility of correcting defective Work as required by the Contract.

ARTICLE 8 PAYMENT

8.1 Taxes. The Village is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

8.2 Scope of Payment. Payment to the Contractor will be made for the actual Work performed and accepted or material furnished and accepted according to the Contract. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the Village; for all risks of every description connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Contract. Any payment made prior to final acceptance of the Work by the Village shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the Work or the quality of the materials used in or about the Work under the Contract, nor any damage due or attributable to such defective Work, which defective Work, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The Village Manager shall be the sole judge of such defective Work, imperfections or damage, and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

8.3 Partial Payments.

8.3.1 The Contractor shall submit to the Village Manager an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract monthly price.

Year	Location	Amount	Billing Frequency	Total Months
2024	METRA	\$ 2,131.00	Per Month	8
2024	NORTH AVE MEDIANS AND PROPERTIES	\$ 700.00	Per Month	7
2024	ARDMORE AVE BEDS	\$ 520.00	Per Month	8
2024	ARDMORE AVE BRIDGE	\$ 320.00	Per Month	7
2024	FIRE STATION 81	\$ 120.00	Per Month	7
2024	FIRE STATION 82	\$ 120.00	Per Month	7
2024	GREAT WESTERN TRAIL BEDS	\$ 200.00	Per Month	8

Year	Location	Amount	Billing Frequency	Total Months
2025	METRA	\$ 2,195.00	Per Month	8
2025	NORTH AVE MEDIANS AND PROPERTIES	\$ 721.00	Per Month	7
2025	ARDMORE AVE BEDS	\$ 536.00	Per Month	8
2025	ARDMORE AVE BRIDGE	\$ 330.00	Per Month	7
2025	FIRE STATION 81	\$ 124.00	Per Month	7
2025	FIRE STATION 82	\$ 124.00	Per Month	7
2025	GREAT WESTERN TRAIL BEDS	\$ 206.00	Per Month	8

Year	Location	Amount	Billing Frequency	Total Months
2026	METRA	\$ 2,261.00	Per Month	8
2026	NORTH AVE MEDIANS AND PROPERTIES	\$ 743.00	Per Month	7
2026	ARDMORE AVE BEDS	\$ 552.00	Per Month	8
2026	ARDMORE AVE BRIDGE	\$ 340.00	Per Month	7
2026	FIRE STATION 81	\$ 128.00	Per Month	7
2026	FIRE STATION 82	\$ 128.00	Per Month	7
2026	GREAT WESTERN TRAIL BEDS	\$ 212.00	Per Month	8

8.4 Payment approval. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

ARTICLE 9. GENERAL PROVISIONS

9.1 Governing Law. All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full. This Contract shall be governed by the laws of the State of Illinois.

9.2 Severability of Clauses. The illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of this Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

9.3 Waiver of Breach. The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

9.4 Written Notice. Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, via overnight delivery (UPS or FedEx), or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery, addressed to the above parties as follows:

A. If to Village: Village of Villa Park
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager
Email: mharline@invillapark.com

B. If to Contractor: Langton Snow Solutions Inc., DBA Langton Group.
4510 Dean Street
Woodstock, IL 60098
Attn: Brian Shamash
Email: brian.langtongroup@gmail.com

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. 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 paragraph.

9.5 Obligations Survive. The obligations or duties imposed upon the Contractor under the Contract shall survive any closeout of the Work or termination of the Contract.

9.6 Successors and Assigns. The Village and the Contractor each binds itself, its successors and assigns and legal representative to other party hereto and the successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.

9.7 Independent Contractor. The Contractor is an independent contractor and in providing its services 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.

9.8 Permits and Fees. The Contractor is not responsible for any permits or fees which might be assessed upon the Village by federal, state or local government. When the Village authorizes or directs in writing the acquisition of such permits or payment of such fees, the Village will reimburse the Contractor the amount paid for all such permits and fees.

9.9 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 three (3) years after payment. In addition, the Village or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate Work space, in order to conduct audits in compliance with this article.

9.10 Confidentiality. The Contractor shall keep all information concerning the Work confidential, except for communications incident to completion of the Work between the Village, the Contractor and the public, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity

approved by the Village and communications in connection with filings with governmental bodies having jurisdiction over the Work.

9.11 Cooperation with Village's Consultants. The Contractor shall cooperate with any consultant retained by the Village, but the Contractor shall not be contractually responsible for such consultants.

9.12 Entire Contract. This Contract represents the entire and integrated Contract 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 Contractor.

9.13 Contractor Record Retention. The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Village under the contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the Village. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

9.14 Contractor's Certification. The Certification Form attached hereto shall be executed by the Contractor and it is agreed that the assurances contained in Certification Form are each a material representation of fact upon which reliance is placed by the Village in entering into this agreement with the Contractor.

This Contract is executed that day and year first written above.

Village:

Village of Villa Park

By: _____
Nick Cuzzone, Village President

Attest:

By: _____
Hosanna Korynecky, Village Clerk

Contractor:

Langton Snow Solutions Inc., DBA Langton Group

By: _____


Attest:

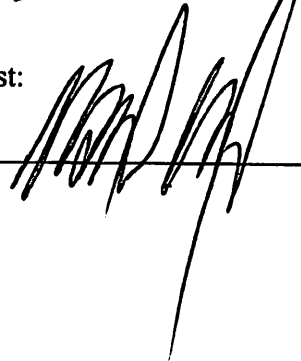
By: _____


EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED B OWNERS, LESSEES OR
CONTRACTORS B SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED B DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED B OWNERS, LESSEES OR
CONTRACTORS B COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II B Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products/completed operations hazard."

CG 20 37 07 04

8 ISO Properties, Inc., 2004

EXHIBIT D (EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER Fully Completed				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED COVERAGES Fully Completed				INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company		NAIC # Completed Completed Completed Completed	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD-L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 G COMMERCIAL GENERAL LIABILITY G CLAIMS MADE G OCCUR G OWNERS & CONT PROT ((IF REQUIRED)) G _____ GEN=L AGGREGATE LIMIT APPLIER PER: G POLICY GPROJECT G LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 G ANY AUTO CA001 G ALL OWNED AUTOS G SCHEDULED AUTOS G HIRED AUTOS G NON-OWNED AUTOS	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
		G ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY G OCCUR G CLAIMS MADE G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS= LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
	OTHER Professio	Policy Number		Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
Additional Insured: Village of Villa Park, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			

EXHIBIT E**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by 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.

I, Brian Shemich, hereby certify that I am the Executive Assistant of
(Name of Owner or Officer) (Title or Office)
Langston Group, and as such, hereby represent and warrant to the Village
(Name of Contractor)
of Villa Park, a municipal corporation, 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 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Villa Park, 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) 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.
- (D) 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 2.333 of Chapter 2 of the Villa Park Municipal Code; and
- (E) 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 2.333 of Chapter 2 of the Villa Park Municipal Code.
- (F) 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 and that the Contractor 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.

- (G) the Contractor 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, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor'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 Contractor 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.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village of Villa Park in writing within seven (7) days.

Dated: March 7, 2024

Contractor: LANGTON GROUP
US/ODEAN ST
Waukegan IL 60088

By: [Signature]

Brian Shamash

(Print Name of Owner or Officer)

Executive Account Manager

(Title or Office)

STATE OF ILLINOIS)

) ss.

COUNTY OF Illinois)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

Brian Shamash

(Name of Owner or Officer)

known to me to be the Executive Account Manager of

(Title or Office)

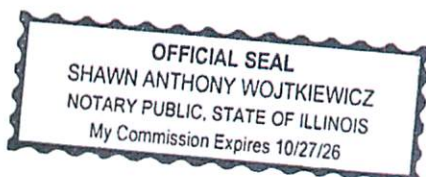
Langton Group

(Name of Contractor)

, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: March 7th, 2024

[Signature] [Signature] [Signature]
Notary Public





MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: March 11, 2024
SUBJECT: Discussion Gaza Resolution

RECOMMENDED ACTION:

Staff has no recommendation.

BACKGROUND:

At the last two meetings there have been members of the public, some of whom are residents, who asked the Board to pass a resolution regarding a cease fire in the current Gaza conflict. At the request of the Board this has been added to the agenda as a topic for discussion.

DISCUSSION:

Staff awaits direction from the Board on how to proceed.