

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

Board of Trustees

Next Ordinance No. 4346
Next Resolution No. 23-28

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

Village Board of Trustees

June 12, 2023

7:00 PM

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

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

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Public Comments on Agenda Items

4. Amendments to the Agenda

5. Proclamations

6. Consent Agenda

- 6.a Minutes from the Regular Meeting of the Board of Trustees on May 22, 2023 and Minutes from Coffee with the Board on June 3, 2023.

Approval of the Minutes from the Regular Meeting of the Board of Trustees on May 22, 2023 and Minutes from the Coffee with the Board on June 3, 2023.

[Minutes May 22 2023.docx](#)

[Minutes Coffee with Board June 3 2023.pdf](#)

- 6.b Bill Listing from the Weeks of May 22 and 29, 2023 and June 5, 2023 in a Total Amount of \$2,673,564.72

[2023-0530 CY23 Weekly Chk Report.pdf](#)

[2023-0515 CY23 Weekly Chk Report.pdf](#)

[2023-0605 CY23 Weekly Chk Report.pdf](#)

7. First Reading on Ordinances to be Codified

- 7.a An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending Water Rates

The City of Chicago and the DuPage Water Commission have increased water rates, effective May 1, 2023. As we have done in the past, this ordinance will increase the water rate that the Village charges its customers by 5% which equates to 21 cents per 1,000 gallons to cover the increase. If approved, this new rate will be implemented on bills mailed out at the end of June, due on or about July 20, 2023.

[Memo_-_Amending_Water_Rates_and_Charges__2023.docx](#)

[ORD_-_Amending_Water_Rates__2023.docx](#)

[BoT Memo-ORD_DWC_email_2023.docx](#)

- 7.b An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Reduce by One and Increase by One the Maximum Number of Licenses Permitted Under the Class I Liquor License

The current owner of 53 E. St Charles Road, doing business as El Barrio, has applied for a Class I liquor license to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises. The previous owners of the establishment at this location, Montecasino have surrendered their license upon the sale of the property. The owners have successfully completed the background checks and the Liquor Commission. With the surrendering of the Montecasino Class I liquor license and the issuance of a Class I license to El Barrio, the total number of Class I liquor licenses is ten (10). The Liquor Commission recommends approval of the issuance of this license.

[Memo - El Barrio III Class I Liquor License.pdf](#)

[ORD_-_Add_Class_I_License_-_El_Barrio_III Final.docx](#)

8. Ordinances

- 8.a An Ordinance Authorizing the Sale of Surplus Personal Property Owned by the Village of Villa Park (2018 Dodge Charge SRT Hellcat).

The Village is in possession of a 2018 Hellcat Dodge Charger. The car was obtained by seizure during a police investigation. The car is a bright orange sports car with a seven hundred horsepower (700 HP) engine and runs on premium fuel only, which has to be purchased directly at market rate. The vehicle has no use to the Village, however it maintains a high market value. The Village is seeking to declare the vehicle surplus in order to sell the vehicle. The proceeds from the sale could go to purchase a new car for detectives in the Police Department, or other equipment needed by the police or other departments. Staff recommends the Board give authorization to the Village Manager to sell the personal property owned by the Village, namely one Hellcat Dodge Charger.

[BOT_Memo_ORD_Declare Hellcat Charger Surplus 12June2023.docx](#)

[Ord Authorizing the Sale of Surplus Personal Property_-_One_Hellcat_Charger.docx](#)

- 8.b An Ordinance of the Village of Villa Park, DuPage County, Illinois, Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method (Charley's Auto Service)

Perry Environmental is working to fulfill the obligations of the Illinois Environmental Protection Agency's (EPA's) Site Remediation Program (SRP) to obtain a No Further Remediation (NFR) letter for soil and groundwater contamination related to the property located at 134 W. St. Charles Road, currently owned by Charles Pickerill. This ordinance prohibits the use of groundwater as a supply of potable water through the installation and/or use of private potable water supply wells with revisions as required from the Illinois Environmental Protection Agency. Staff recommends approval of this ordinance.

[BOT_Memo_ORD_Groundwater Charleys Auto 12June2023.pdf](#)

[Villa Park Ordinance Groundwater Potable Water - Charley's Auto Service - 4-5-23.DOCX](#)

[Exhibit A Groundwater Ordinance Charleys Auto.pdf](#)

[Exhibit B PROPERTIES INCLUDED IN GROUNDWATER ORDINANCE.docx](#)

- 8.c Ordinance to Approve the Non-Exclusive Public Utility Easement Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless

This ordinance is for the sale of a eight-foot (8ft) easement along the southern property line of 729 N. Ardmore otherwise known as the Public Works Yard to Chicago SMSA Partnership d/b/a Verizon Wireless. This will allow Verizon to run a fiberoptic connection to their tower that is currently located on that property. The Village Board previously set the purchase price at \$3,000 for this easement in closed session. Staff recommends approval.

[Memo- Easement for Verizon.docx](#)

[Ordinance Authorizing the Execution of a Non-Exclusive Public Utility Agreement between Verizon and The Village of Villa Park..docx](#)

[Non-Exclusive Public Utility Easement Agreement -729 N. Ardmore - Clean 6.8.23.pdf](#)

[South Addison_Survey_11-18-202254.pdf](#)

9. Resolutions

- 9.a Resolution of the Village of Villa Park, DuPage County, Illinois Waiving the Bidding Requirements and Approving a Five-Year Purchase Agreement with Axon Enterprise, Inc. for the Purchase and Police Body Worn Cameras and Related Equipment and Services in a Total Amount Not To Exceed \$261,200.06.

The Police Department is seeking to enter into a five-year agreement with Axon Enterprise, Inc. to provide body worn cameras, video storage, video redaction, supplies, equipment, warranty and training. Per 50 ILCS 706 Law Enforcement Body Worn Camera Act, the Village must employ the use of officer-worn cameras by January 1, 2025. The Department is seeking to purchase fifty (50) body worn cameras which includes equipment for all full and part-time officers, community service officers, Chief, and Deputy Chiefs. A waiver of bids is required due to Axon Enterprise, Inc. being a sole source provider of technology. The budgetary impact for calendar year 2023 for the initial purchase, implementation and training

is \$86,490. Calendar years 2024 through 2027 will have an annual cost of \$43,678 for a total contract price of \$261,201. Staff recommends approval of this resolution.

[Axon BWC Agenda Memo.docx](#)

[RESO - Approving Agreement with Axon Enterprise, Inc. for Purchase of Body Worn Cameras and Related Services and Equipment.docx](#)

[Q-419299-45071.923MM.pdf](#)

[Sole Source_Axon Camera.pdf](#)

[Warranty - LE Products_ENG \(1\).PDF](#)

9.b

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase of Fourteen (14) Panasonic FZ-55 Toughbook Mobile Computers From CDS Office Technologies through Sourcewell Purchasing Cooperative, in a Total Amount of \$42,364.00

The Villa Park Police Department currently operates fourteen (14) patrol vehicles which are equipped with Panasonic CF-54 Toughbook Mobile Computers. These mobile computers were purchased in year 2016 and are outdated and no longer covered under warranty. Police Department and village IT staff have determined that the computers are in need of replacement to keep up with current technology, security features, and law enforcement software updates. Staff recommends passage of the resolution to purchase fourteen (14) Panasonic FZ-55 Toughbook Mobile Computers from CDS Office Technologies using Sourcewell Law Enforcement Contract for Toughbook Computers, Contract #090122-PNA .

[BoT Memo-RES-Authorizing Purchase of 14 MDTs - 12June2023.docx](#)

[Resolution Approving the Purchase of Fourteen Mobile Computers Through Sourcewell Purchasing Cooperative.docx](#)

[Panasonic Contract 090122.pdf](#)

[Quote 499416.pdf](#)

9.c

Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park and Kluber, Inc, for Professional Services for the Villa Park Facility Condition Assessment and Deferred Maintenance Plan in an Amount Not to Exceed \$69,775.00.

For calendar year 2023, the Village budgeted to complete a comprehensive facility condition assessment plan. A facility condition assessment and deferred maintenance plan is a combined process that analyzes all the architectural and engineering systems of a building, such as roof, walls, HVAC, electrical, plumbing, etc. and compiles the results in a document with a rating system of those elements to help determine useful life, prioritize corrective work and anticipated costs. Staff sought proposals from three companies which would include the twelve (12) village owned facilities. Staff is recommending proceeding with Kluber for the Facility Condition Assessment and Deferred Maintenance Plan in an amount not to exceed \$69,775. Funds in the amount of \$70,000 are

budgeted in line item 67.502.02.402 for CY 2023 to complete this project. Staff recommends approval of this Resolution.

[Board Memo - Facility Condition Assessment - Kluber Inc.pdf](#)

[Resolution Authorizing Agreement between Villa Park and Kluber, Inc. for Professional Architectural and Engineering Facility Support Services - Facility Condition Assessment.docx](#)

[Villa Park - Professional Services Agreement with Kluber, Inc. - Facility Condition Assessment 6.7.23\(1147841.2\).pdf](#)

[Kluber Inc - Village of Villa Park - Facility Condition Assessment.pdf](#)

- 9.d Resolution of the Village of Villa Park Authorizing an Intergovernmental Agreement with County of DuPage, Illinois for the Lufkin Pond Basin Project

This intergovernmental agreement (IGA) is with DuPage County for the expansion of the Lufkin Pond Basin Project. The County is utilizing a portion of their American Rescue Plan Act (ARPA) to fund the expansion of the Lufkin Pond Basin to alleviate some of the stormwater flooding that the Village has historically experienced. This project was identified in the previously adopted Sugar Creek Watershed Plan performed by DuPage County to expand the existing pond to allow for additional storm water storage. This project was designed in coordination with the Village Park Department as to enhance the Village's Open Space Lands Acquisition and Development Grant (OSLAD) and to allow for an additional 7 acre feet of stormwater storage. The County is not requesting any financial assistance from the Village to complete this project but an intergovernmental agreement is required for their contractor to perform the work. Staff recommends that this IGA be approved so that the County can begin the project later this month to allow the project be completed by this fall.

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

[Memo- IGA with DuPage County for Lufkin Pond.docx](#)

[Resolution Authorizing Intergovernmental Agreement between County of DuPage and Village of Villa Park for the Lufkin Park Pond Basin Project \(2\).docx](#)

[IGA Villa Park Lufkin Park Pond FINAL.pdf](#)

[Reduced Size File- Lufkin Park Sign Rendering 5-2-2023.jpg](#)

- 9.e Resolution Approving and Authorizing a Parking Easement Agreement Between Hawthorneworld Villa Park LP and the Village of Villa Park

The Hawthorne Development Corporation, Inc. of Burr Ridge, Illinois (Hawthorne) is in breach of our Redevelopment Agreement (RDA) including failure to deed the property back for 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-211.

While the easement is not the final resolution of that section of the RDA, it is an effective method by providing access use to the Village in the interim.

[BOT_Memo_RES-Authorizing Agrmt w Hawthorneworld for Easement.pdf](#)

[Resolution Approving and Authorizing Execution of a Parking Easement Agreement - Hawthorneworld Villa Park and The Village of Villa Park.docx](#)

[Parking Easement Agreement - Hawthorneworld Villa Park LP and Village of Villa Park - FINAL Clean 6.8.23 \(1\).pdf](#)

[Mortgagee Consent - City National Bank of Florida, as Collateral Assignee_Village of Villa Park.pdf](#)
[Mortgagee Consent - Hawthorneworld Villa Park LP_Village of Villa Park.pdf](#)

10. Public Comments on Non-Agenda Items

11. New Business

11.a Community F.U.N. Commission Request for Additional Funds

F.U.N. Commission requested \$1,000.00 to be set side in the FY2023 budget for a new event dubbed "Fall Festival". The FUN Commission has further defined this event as Autumn Jubilee event to be held on Saturday, September 30, 2023, from 2:00 to 7:00 PM at the Gazebo. The commission is requesting \$3,025.00 additional funds to hold the event which includes payment for Parks Staff at the overtime rate. Staff has no recommendation about the additional funding. Furthermore staff is willing to participate and cooperate with the FUN, but feels that the authority of Staff to direct and deny requests to Commissions needs to be defined in policy and adopted by the Board.

[BOT_Memo_NB-Community F.U.N. Commission Request for Additional Funds.pdf](#)

[FUN Commission Budget as submitted.pdf](#)

[F.U.N Commission_Autumn Jubilee Expense Request.pdf](#)

12. Old Business

12.a Discussion Regarding Recording of Parks and Recreation Advisory Commission Meetings

12.b Union Place Villa Park Project at the Metra Station

The development group would consider revising its project. It could reduce the size of the project to one five story building rather than two seven story buildings. The 151 unit assisted living, memory care, and independent living building would be elongated over the entire site allowing it to go from seven to five stories. They would also incorporate the train station into the building and preserve the parking spaces for commuters.

Before the development group expends time and resources investigating the feasibility of a revised proposal, it would like to know if the Board would support a five-story project.

[BoT Memo OB-Union_Place_Villa_Park_Memo_12June23.docx](#)

13. Village Clerk's Report

14. Village Trustees' Report

15. Village President's Report

16. Village Manager's Report

17. Executive Session

17.a Pursuant to 5ILCS 120/2:

(c)(1) regarding the "appointment, employment, compensation, discipline, performance or dismissal of specific employees"; and (c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

18. Adjournment

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

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Admin Asst

Submitting Department: Village Manager's Office

Item Type: Minutes

Agenda Section: Consent Agenda

Subject:

Minutes from the Regular Meeting of the Board of Trustees on May 22, 2023 and Minutes from Coffee with the Board on June 3, 2023.

Suggested Action:

Approval of the Minutes from the Regular Meeting of the Board of Trustees on May 22, 2023 and Minutes from the Coffee with the Board on June 3, 2023.

Attachments:

[Minutes May 22 2023.docx](#)

[Minutes Coffee with Board June 3 2023.pdf](#)

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

Village Board of Trustees

May 22, 2023

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
MAY 22, 2023**

1. Call to Order – Roll Call.

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

2. Pledge of Allegiance.

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

President Cuzzone said Item 6.a., the swearing in of Deputy Chief Brandon Mitsuka and Lieutenant Todd Gutzmer, would take place at this time.

Fire Chief Stapleton introduced Lieutenant Todd Gutzmer and Deputy Chief Brandon Mitsuka and Clerk Korynecky administered the oath of office.

3. Public Comments on Agenda Items.

Resident Christine Murphy referred to Item 13.a. and spoke against the proposed WellQuest development and referred to Item 13.b. and spoke in support of the transfer of the parking lot to the Village by EcoTerra. Resident Reid Goodrich referred to Item 13.a. and said the proposed WellQuest development is too large for the area and referred to item 13.b. and said the parking lot should be transferred back to the Village. Resident Al Bulthuis referred to Item 13.a. and spoke against selling the Village parking lot to WellQuest.

4. Amendments to the Agenda.

5. Proclamations.

5.a. Proclamation by President Cuzzone designating June 17, 2023 as Veterans Remembrance Day in the Village of Villa Park.

Cooper Merrinette, Eagle Scout candidate with Boy Scout Troop 99 from Downers Grove, spoke about the June 17, 2023 Veterans Remembrance Day for 3 veterans from WWI, 3 veterans from WWII and 1 veteran from the Korean War.

5.b. Proclamation by President Cuzzone designating May 2023 as Military Appreciation Month in Villa Park, Illinois.

6. Presentation.

6.a. Promotions: The swearing in of Deputy Chief Brandon Mitsuka and Lieutenant Todd Gutzmer.

7. Consent Agenda.

7.a. Minutes from the Regular Meeting of the Board of Trustees on April 24, 2023.

7.b. Coffee with the Board Minutes from May 6, 2023 Meeting.

7.c. Bill Listing for the Weeks of May 8 and 15, 2023 in a Total Amount of \$778,331.84.

7.d. Minutes from the Committee of the Whole Meeting on May 8, 2023 and Minutes from the Regular Meeting of the Board of Trustees on May 8, 2023.

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

8. First Reading on Ordinances to be Codified.

8.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article 7, Entitled "Parking", Article 9, Entitled "Site Design and Performance Standards" and Article 14, Entitled "Measurements and Definitions" of the Villa Park Zoning Ordinance.

As noted in the past, the current Zoning Ordinance has some deficiencies in the text as a result of the process in which it was drafted and adopted. A year ago, a series of text amendments had been proposed to the Planning and Zoning Commission and recently adopted by the Village Board. In a continued effort to remove inconsistencies and add clarification for the day-to-day enforcement and interpretation, this is the first read of an ordinance to address Article 7 "Parking", Section 7.10 "Accessible Parking", Article 9 "Site Design and Performance Standards", Section 9.3 "Visibility Triangles", Article 14 "Measurements and Definitions", Section 14.2 "Definitions". The Planning and Zoning Commission unanimously recommended approval of the amendments.

Motion to waive first reading was made by Trustee Kozar and seconded by Trustee Patrick. Trustee Corkery spoke in favor of keeping the first reading. Roll call vote tallied six (6) ayes made by Trustees Cordova, Kumar, Kozar, Alfano, Patrick and President Cuzzone and one (1) nay by Trustee Corkery. Motion carried.

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

9. Ordinances.

9.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation of Use of Potable Water Supply Wells or by Any Other Method (Charley's Auto Service).

Perry Environmental is working to fulfill the obligations of the Illinois Environmental Protection Agency's (EPA's) Site Remediation Program (SRP) to obtain a No Further Remediation (NFR) letter for soil and groundwater contamination related to the property located at 134 W. St. Charles Road, currently owned by Charles Pickerill. This ordinance prohibits the use of groundwater as a supply of potable water through the installation and/or use of private potable water supply wells with revisions as required from the Illinois Environmental Protection Agency. Staff recommends approval of this ordinance.

Manager Harline said staff is waiting for final verification and asked that the item be postponed.

Motion to postpone until the necessary information is received was made by Trustee Kumar and seconded by Trustee Patrick. Residents who go through the process to remediate were thanked. Roll call vote tallied seven (7) ayes made by Trustees Cordova, Corkery, Alfano, Kumar, Kozar, Patrick and President Cuzzone. There were no nays. Motion carried.

9.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Repealing the "Sunset Clause" of Ordinance No. 4727 Related to the Designation of Local Truck Routes Set Forth in Section 14-121 or Article 1 of Chapter 14 of the Village of Villa Park Municipal Code.

On March 14, 2022, the President and Board of Trustees of the Village of Villa Park adopted Ordinance No. 4727 which specified local truck routes and codified them under Section 14-121. These routes are for streets under the authority of the Village and, if not so designated, trucks could choose any route that is the shortest to their destination. If an ordinance is not passed, the truck routes will no longer be enforceable. Truck routes are: Monterey Avenue, from Fairfield Avenue to Wildwood Avenue; St. Charles Road, from Westmore Avenue to Salt Creek; Villa Avenue, from Wildwood Avenue to St. Charles Road; Wildwood Avenue, from Villa Avenue to Monterey Avenue. Staff recommends approval of the ordinance.

Motion to approve the ordinance was made by Trustee Kumar and seconded by Trustee Corkery. Manager Harline provided clarification. Roll call vote tallied seven (7) ayes made by Trustees Alfano, Cordova, Kozar, Patrick, Corkery, Kumar and President Cuzzone. There were no nays. Motion carried.

10. Resolutions.

10.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Agreement with the Villa Park Historical Society for Leasing 220 S. Villa Avenue and Museum Services.

The Villa Park Historical Society (VPHS) has operated the Villa Park Historical Museum since at least 1987 when the Village entered into a lease agreement with VPHS to operate the Museum at the historic Ardmore Train Station at 200 S. Villa Avenue. This agreement is intended to continue that relationship with VPHS to lease property necessary for operation of the local historical museum and visitor's center. The agreement automatically renews with procedures to terminate if necessary. Staff recommends approval of the resolution.

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

10.b. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with R.W. Dunteman Company of Addison, Illinois, for Construction of the Michigan and Vermont Project in an Amount Not to Exceed \$1,496,030.00.

The Michigan and Vermont Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway and improve water system capacity and reliability. Construction for this project is budgeted for CY 2023. This project was publicly advertised for bids and competitively bid with five bids received. R.W. Dunteman Company of Addison, Illinois, submitted the lowest qualified responsible bid. Staff recommends approval of a contract with R.W. Dunteman Company of Addison, Illinois, for construction of the Michigan and Vermont Improvement Project in an amount not to exceed \$1,496,030.00. The Village has been awarded grant funding of up to \$600,000 for the construction of the project through the Community Development Block Grant (CDBG). Funding for the construction will be from the Street Improvement and Water Supply Funds. This item satisfies the Strategic Short-Term Complex Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Kumar. Public Works Director Guerra provided clarification. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Alfano, Corkery, Cordova, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

10.c. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd. of Woodridge, Illinois, for Phase III Construction Engineering of the Michigan and Vermont Improvement Project in an Amount Not to Exceed \$182,906.93.

The Michigan and Vermont Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway and improve water system capacity and reliability. Staff recommends approval of an engineering services agreement with V3 Companies, Ltd. of Woodridge, Illinois, for Phase III construction engineering of the Michigan and Vermont Improvement Project in an amount not to exceed \$182,906.93. Funding for these engineering services will be from the Street Improvement and Water Supply Funds.

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

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

10.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Johler Demolition of Arlington Heights, Illinois, for the Demolition Project of the Community Recreation Building at 320 E. Wildwood Avenue in an amount not to exceed \$88,045.

To prepare Lions Park to be the site of the new recreation center, it is vital that the existing Community Recreation Building and other structures at 320 E. Wildwood Avenue be taken down and removed. Bids for the demolition of the Community Recreation Building were publicized on March 29, 2023, and eleven bids were received and opened on April 25, 2023. Johler Demolition of Arlington Heights, Illinois, was the lowest responsible bidder in an amount of \$88,045. After a review of qualifications and references, staff requests the bid be awarded to Johler Demolition in an amount not to exceed \$88,045. Funding for this project has been budgeted in the Building Improvement Fund account number 67.502.02.401. Staff recommends approval of the resolution.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cordova. Brian Roche, Supt. of Parks and Grounds, provided information on the timing of the demolition. Director Guerra provided additional information on utility disconnects. Roll call vote tallied seven (7) ayes made by Trustees Kumar, Kozar, Patrick, Corkery, Cordova, Alfano and President Cuzzone. There were no nays. Motion carried.

10.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, to Approve the Quotes from Rush Truck Center to Repair Public Works Truck #9, a 2008 International Truck, for a Total Amount of \$47,120.80.

Public Works Truck #9, a 2008 International apprentice or grappling truck, experienced engine failure while in use the week of May 1st. After an initial evaluation by the Village Fleet Department, it was determined that the engine was substantially damaged. The truck was towed to Rush Truck Center for further investigation by Rush. It was determined that the engine would have to be rebuilt or replaced. Additionally, they found that both the diesel particulate filter (DPF) and the diesel oxidation catalyst (DOC) were plugged along with the exhaust gas recirculation (EGR) cooler was leading and 95% plugged. These components are required to be operational by the State of Illinois and need to be replaced. Rush Truck Center has supplied the Village of a quote to rebuild the engine in place at a cost of \$31,415.04 and to replace the diesel exhaust components for a cost of \$15,705.76, for a total repair cost of \$47,120.80 from the Equipment Replacement Fund account number 65.502.02.402. Due to the importance of this truck in the Public Works Fleet and its frequent use, Public Works staff, in conjunction with the Fleet Department, recommends approval of the quotes so Truck #9 can be repaired and back into service as soon as possible.

Motion to approve the resolution was made by Trustee Kumar and seconded by Trustee Alfano. Discussion ensued on the warranty, maintenance schedules and continued use of the truck. Director Guerra and Parks and Recreation Director Gola responded to questions from the board. Roll call vote tallied seven (7) ayes made by Trustees Kozar, Kumar, Patrick, Cordova, Corkery, Alfano and President Cuzzone. There were no nays. Motion carried.

10.f. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Local Task Force Agreement with the United States Department of Justice.

This agreement would permit the Village Manager with the assistance of the Police Chief of Villa Park to assign an officer to a special duty in cooperation with Federal Law Enforcement should it become feasible to do so.

This agreement would help satisfy the Village's Long-Term Routine Goal "Continue to commit to a long-term equipment/fleet replacement plan including a replacement schedule."

Motion to approve the resolution was made by Trustee Kozar and seconded by Trustee Patrick. Police Chief Rivas provided additional information on the agreement and possible benefits. Roll call vote tallied seven (7) ayes made by Trustees Cordova, Corkery, Alfano, Kozar, Kumar, Patrick and President Cuzzone. There were no nays. Motion carried.

11. Public Comments on Non-Agenda Items.

Trustee Patrick read an email from resident Mark Paulson referring to the recent No Mow May and cited ways the program could be more beneficial for pollinating.

12. New Business.

13. Old Business.

13.a. WellQuest Development Project at the Villa Park Metra Station.

WellQuest Living, in cooperation with Dial Corporation and Iceberg Development, has proposed a senior living development consisting of two buildings. One seven story building would consist of 70 units for independent living. The second building would also be seven stories with 151 units for assisted living and memory care residents. The project named Union Place Villa Park is contingent upon WellQuest purchasing the Village's Metra parking lot. The Board would have to declare the property surplus property to go through with the sale. Staff recommends the Board either grant staff permission to negotiate an agreement with WellQuest to sell the property with certain stipulations, or let WellQuest know that the Village is not willing to sell its parking lot.

Discussion ensued on parking required for commuters and the train station. Economic Development Director Burke provided clarification. Consensus of the board was to direct staff to inform WellQuest that

their proposal on the height of the buildings, the number of parking spaces and their plan for the train station is not acceptable.

13.b. Update on EcoTerra.

While staff was encouraged by the replacement of the standard chain-link fence with the opaque fencing on the construction site, the transfer of the property to the Village and other progress on the renegotiation of a second amendment Redevelopment Agreement have been slow. Staff is requesting that Hawthorne provide the Village legal access to the parking lot in lieu of transfer of the property.
Manager Harline provided an update.

14. Village Commission Reports.

14.a. Environmental Concerns Commission

Acceptance of Minutes from February 23 and March 23, 2023 Meetings.

14.b. Planning & Zoning Commission Chair Report for April 13 and May 11, 2023 Meetings.

14.c. Environmental Concerns Commission (Bike, Pedestrian and Transit Subcommittee)
Acceptance of Minutes from March 23, 2023 Meeting.

15. Village Clerk's Reports.

Clerk Korynecky had no report or recommendations.

16. Village Trustees' Report.

Trustee Patrick said Jefferson Pool is getting ready to open and some employment positions are available. He thanked President Cuzzone and staff for tonight's two proclamations. He gave an update on Villa Park Youth Baseball. He also thanked the first responders and congratulated the new Fire Department Lieutenant and Deputy Chief.

Trustee Cordova said he attended the recent ribbon cutting at Sugar Creek Golf Course.

Trustee Kozar said discussion of video recording of the Parks and Recreation Advisory Commission meetings was not on today's agenda and asked that it be included on the next agenda.

Trustee Alfano congratulated the recent Willowbrook graduates. She thanked the Environmental Concerns Commission and the Community F.U.N. Commission for their work on the recent recycling event. She also reminded residents of the Memorial Day program at Cortesi Park at 11 a.m. on May 29.

Trustee Kumar wished residents a happy Memorial Day and thanked Cooper Merrinette for his Eagle Scout project for the veterans. She also congratulated the Willowbrook graduates.

Trustee Corkery had no report or recommendations.

17. Village President's Report.

President Cuzzone announced a meeting at Village Hall on Thursday, May 25, from 3 to 6 p.m. for builders and contractors to discuss the process for pulling permits and other related information. He said Coffee with the Board will be on Saturday, June 3, at 9 a.m. at Village Hall. He said the Environmental Concerns Commission will be providing a final update on the amount of material recycled at the recent Spring Sweep. He invited residents to the Memorial Day program at Cortesi Park on May 29 at 11 a.m. He commented on an accident caused by a driver running a stop sign and asked residents to drive responsibly and obey the stop signs. He said Love Your Neighbor Day is scheduled on September 16 from 9 a.m. to 4 p.m.

sponsored by the Christian Church of Villa Park. For more information, log on

loveyourneighbor15@yahoo.com or call 630-833-7262. President Cuzzone asked Attorney Wolf to clarify if more than two trustees attend a commission meeting is a violation of the Open Meetings Act.

Attorney Wolf provided clarification and said trustees attending a commission meeting would not be in violation of the Open Meetings Act or speaking during Public Comments on the agenda.

18. Village Manager's Report.

Manager Harline reminded residents that the LRS distribution of trash and recycling carts will be begin on June 12. He referred to the recent Cop on the Roof Police event for Special Olympics and said it was very successful. He said he would like the board to tour the Village buildings on Home Avenue on June 12 during the COW to look at the condition of the buildings. He also said additional sponsorships are needed for the 4th of July parade.

19. Executive Session.

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

(c)(1) regarding the appointment, employment, compensation, discipline, performance or dismissal of specific employees.

(c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

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

There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Cordova, Corkery, Kumar, Kozar, Alfano, Patrick and President Cuzzone. There were no nays. Motion carried.

20. Adjournment.

Motion to adjourn was made by Trustee Patrick and seconded by Trustee Kumar. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 10:40 p.m.

Respectfully submitted

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on June 12, 2023.

MINUTES

Coffee with the Board

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

June 3, 2023

9:00a.m.

Village Board Present: President N. Cuzzone, Trustee J. Kozar, Trustee J. Cordova, Trustee C. Alfano.

Attendees: Donna Noxon, Charlotte Daniels, Christine Murphy, Tim Alund, Joe Amore, Holly Sloan, J. Squires, Jerry Dyer, Andy Ancy, Sidney & Kathryn Kenyon, Vicki Flaskamp, Cheryl Tucker, Reed Goodrich, Al Bulhuis, Jennifer Speaker, Susan Cartwright, Cindy Wood, additional unknown attendee. Executive Assistant to Village Manager, Cheryl Wagner present.

Meeting called to order at 9:00 A.M.

Discussion Items:

President Cuzzone discussed items from May Coffee with the Board. He advised clean-up was being done along Division Street. Sunset and Wisconsin paving is larger project than first anticipated. It will be included on upcoming projects. The trucks on Jackson will be finished soon, then Lufkin begins. Inspectors went to Great Western Trail to inspect yards that run parallel. Notice went out. Michigan and Vermont Phase II is currently being completed. A resident's complaint about their cottonwood tree was reviewed, it was trimmed.

President Cuzzone advised the Economic Director has new businesses to report. Casey's will be opening on June 22nd. Everyone is looking forward to that. Other businesses include a Spa, Mr. Grill Express, Daily Outlet, Marciano's and dermatologist that have opened.

Joe Amore advised the Police Department was holding a bike safety and registration sign-up at the Great Western Trail from 12pm to 2pm today. He advised the Maple Avenue improvement areas have dying sod and the sewer/pipe line area does too. He reminded people that building permits are for your safety, and any repairman that refuses to get one is a red flag. Discussions started about permits and the permit meeting recently held. (A permit handout was available.) President Cuzzone advised some permit fees may go up and some may go down. Permits will be discussed June 12th, and there will be a 1st & 2nd reading. The Board of Trustees will have all the information and explanations.

Jennifer Speaker from Youth Baseball advised the 24th and 25th of June is the All Star Weekend. She thanked the Village for maintaining the fields and said they are very appreciative. She did inquire why the lights at Lions Field were not working. President Cuzzone advised utilities may have been disconnected due to the CRB demolition. Also that bids for concrete and steel have started for the site and hope to break ground this summer.

Charlotte Daniels recently moved to Villa Park and inquired why there is no curb at Princeton and Elm. She advised there are ruts and mud all over. She noted a speeding issue as well. She spoke to the police about this and wants a speed monitor. Trustee Kozar advised speed cameras would be best not speed monitors. He suggested we have a public meeting regarding speed cameras as the problem is all over the

Village. President Cuzzone advised the curb issue was discussed with the previous administration, and remains part of the long range plan.

Reed Goodrich advised he has been here a long time and Vermont has always been a problem. He wants the police department to put officers on Vermont to write tickets. President Cuzzone advised we do very in-depth things that residents may not see, but we're working on it. Trustee Kozar advised the police department is short staffed due to previous Manager who cut the department to bare bones. He also brought up our helping other departments (i.e. Monterey chase... Addison, Lombard). He advised we could have another officer with all the OT.

Andy on Westmore wanted to say thank you for fixing Elm. On a separate issue, he advised he tried to look up the street repairs on Westmore on our website, but it was a complete loop around. President Cuzzone advised we are working on the website, revamping in July.

Cindy Wood from Harvard advised she did some background on the Community Development Director and inquired if he had two municipal jobs. She asked how much customer service he can give the residents. President Cuzzone advised he gives quite a bit, responds quickly and is here every day even though he had a recent injury. Ms. Wood went on to permits and advised if the homeowner does the work and fails and inspection they will be charged an additional \$75.00.

Tim Alund discussed the dead trees by the Prairie Path on the Villa side. He advised we should want to keep it nice as other people come through from other towns. He mentioned tree stumps filled with dog waste bags. Trustee Kozar said he wanted to correct something about trees. He misspoke. The information he had about the trees had issues. He advised the Village cut more trees than it planted. He referred to the Arbor Day proclamation being just words. Mr. Alund advised he is in the same boat. Com Ed, and others don't want trees near the lines. President Cuzzone did advise Adopt-a-Tree will allow a resident to adopt a tree on the parkway and your name goes on the Boardroom plaque. It is \$250.00 and you can pick the tree from a list.

Mr. Kenyon from Ardmore advised there are 2800 schools in Illinois and the water is high in lead content. He advised 3 of Villa Park's schools are above the limit and wanted to know where the Village is with a service line plan. Trustee Cordova advised the water bottle stations tested clear and clean. The stations show when filters need changing. He advised the government has a program to give grants for water cleaning assistance. He advised all Villa Park schools have clean water. President Cuzzone advised we started an inventory program for pipes/connections. It is not always the service pipe that contains lead but the water fountains and connections that contains the lead. We are checking homes when we go there for inspections, and projects in the Village as we go. We have had some project costs increase, that's why it is important to get legislative representatives involved. Our Public Works department is speaking with the IEPA to get money as well. Trustee Cordova suggested we come together as a community and send out a template type letter to our legislators for assistance. This problem is everywhere, not just in Illinois. Trustee Kozar advised Diane Sherlock Blair had a conversation in Springfield about this topic. He suggested residents email her and let her know we support the idea. Al B. advised the Village came to check his line. He received a letter first, then they called and came out to inspect it. President Cuzzone advised Villa Park did apply years ago for assistance, but Chicago and downstate low income areas were awarded most of the money. Trustee Cordova said the lead pipes by his house looked terrible and the water flow was down to a trickle.

Trustee Cordova departed due to a previous commitment (9:45am)

Donna Noxon inquired about the June 12th Agenda and why the Parks and Rec recording topic is on it. Why is it only them? President Cuzzone advised they effect monetary decisions and that there will be comments and discussions on the topic. Trustee Kozar inquired what else do you want taped? She advised some Commission have not submitted minutes in years. Donna suggested if they do one, they should do them all. She advised the cost would be 3k-4k to tape a meeting. Trustee Kozar advised that is incorrect.

President Cuzzone advised that Parks and Rec represent major funding items. Donna advised they're not spending thousands of dollars. Vicki advised that Planning and Zoning and Traffic and Safety should be taped. Trustee Kozar advised the taping of meetings will allow people to go back and watch the meetings.

Reed Goodrich wanted to discuss 13b. known as Hawthorne. He would like this item flagged on the Agenda. He wants it fully read. He advised there is "wordsmithing" on the Agenda. The Agenda says "Access to parking lot" in lieu of title. That is a question of easement and the wording glosses over that. He wants to know how Hawthorne got the title to the Metra lot and other lot they built. How did it happen, and don't we have recourse? Whoever did it did not do their duty. Trustee Kozar said Mr. Goodrich hit it on the head. The last attorney wrote a bad agreement, and we have no claw back. It is malpractice. President Cuzzone advised we are addressing it and things are being done. It is not something for here. It is a process and cannot be discussed here. Mr. Goodrich asked who has the intestinal fortitude to do something? Trustee Kozar advised we are in the dialog stage. Multiple conversations at once started. Mr. Goodrich said there needs to be public discussions. On that note, the Permit meeting came up and suggestions were made for meetings to be later in the evening, not at 3 or 4pm.

Cindy Wood inquired if our Finance Director has the authority to write checks. She then asked if he was an employee of GOVHR or the Village. President Cuzzone advised he is a contracted employee from GOVHR, which was a savings for the Village. The next question was whether or not he signs checks for the Village. Trustee Kozar advised the Check Runs are on the Agenda and his signature is approved by the Board. The next question was whether the Permits will be presented to the Board on the 12th. President Cuzzone advised it is up for a 1st reading. Conversation continued about having a meeting that would allow more people to attend. Trustee Kozar suggested pulling the permits for the past 2 years and sending all the contractors' emails with a meeting date. Another suggestion was to put the Permit information in with the water bill as an insert. Donna Noxon asked if the Permit costs are parallel to other municipalities. President Cuzzone advised we did look at other municipalities, and we need to get them where they need to be. We are changing the structure; we are not trying to penalize people that get permits. A resident stated that people cannot afford permits and are being extorted. President Cuzzone stated people are not being extorted. The resident disagreed and said people won't do the work on their houses and it will be a ghetto. He stated he doesn't want to be forced to get a permit. He wants to be able to work on his house without a permit, it is his property. He stated he'd get one if he doesn't know how to do the work. He also feels that a flat fee is not fair, and a company should pay more than an individual. He wants someone to protect the people.. President Cuzzone reminded him that some things you don't need a permit to do. Christine Murphy advised the permits are in alignment with the International Permit Fees. Donna Noxon advised she had a solar installation done and was happy to get an inspection. She advised that not having inspections can harm your neighbors. Cheryl Tucker advised that revamping it should help the residents – comparable to getting the contractors in – rather than 6 permits, streamline it to 1 permit fee though. Holly Sloan advised the Permit chart has no key and if the chart shows cheaper costs, how did they get the numbers? President Cuzzone advised there is no "key". Trustee Kozar advised it was a chart of conclusions. President Cuzzone advised again there will be more discussion on it, it will not be voted on June 12th. Additional comments about additions and inspections came up. President Cuzzone advised that everything follows Code requirements. Multiple talking continued. What happens if it is inspected and leaks? Village should pay. Trustee Kozar advised Village takes your money, but they are not responsible on what they have signed off on, I have had that happen on my property.

Vicki F. inquired if we could paint the fire hydrants, they look really bad. She suggested we ask the scouts to do it. Another resident said the Fire Dept handles that.

No other attendees wished to speak.

Meeting adjourned at 10:21 A.M

Respectfully submitted,
President Cuzzone

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Bill Listing

Agenda Section: Consent Agenda

Subject:

Bill Listing from the Weeks of May 22 and 29, 2023 and June 5, 2023 in a Total Amount of \$2,673,564.72

Suggested Action:

Attachments:

[2023-0530 CY23 Weekly Chk Report.pdf](#)

[2023-0515 CY23 Weekly Chk Report.pdf](#)

[2023-0605 CY23 Weekly Chk Report.pdf](#)



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on June 12, 2023

Covering weekly check runs dated for:

May 30, 2023/CY23..... \$193,459.57

1 of 1

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0530", "0522 INT"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.231145 P&Z DEPOSIT: MISCELLANEOUS						
GRAF, CARLA & ROBERT	PZ-23-0005	0	REFUND OF P&Z FILE	500.00	.00	
Total 10.231145 P&Z DEPOSIT: MISCELLANEOUS:				500.00	.00	
Total :				500.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.655 PLANNING & ZONING COMMISSION						
GRAF, CARLA & ROBERT	PZ-23-0005	0	REFUND OF P&Z FILE	150.00 ✓	.00	
Total 10.511.00.655 PLANNING & ZONING COMMISSION:				150.00	.00	
Total PUBLIC AFFAIRS:				150.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.270 MAINT OF OFFICE EQUIPMENT						
CDS OFFICE TECHNOLOGIES	1533605	0	MEMORY	158.00	✓ .00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:				158.00	.00	
Total MANAGER:				158.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.210 TELEPHONE						
BAIG,RANA	JAN/FEB 2023	0	PERS DEVICE PHONE REIM; JANUARY 2023	24.99 ✓	.00	
BAIG,RANA	JAN/FEB 2023	0	PERS USAGE PHONE REIM; JANUARY 2023	24.99 ✓	.00	
BAIG,RANA	JAN/FEB 2023	0	PERS USAGE PHONE REIM; FEBRUARY 2023	24.99 ✓	.00	
BAIG,RANA	JAN/FEB 2023	0	PERS DEVICE PHONE REIM; FEBRUARY 2023	24.99 ✓	.00	
Total 10.513.00.210 TELEPHONE:				99.96	.00	
10.513.00.299 OTHER CONTRACTUAL SERVICES						
SIKICH LLP	16922	0	AUDIT SERVICES FOR FYE 12-31-2022	7,725.00 ✓	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				7,725.00	.00	
Total FINANCE:				7,824.96	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.289 INSPECTORS FEES						
B & F CONSTRUCTION CODE SERVICES	17611	0	PLUMBING INSPECTIONS	386.68 ✓	.00	
CHADA, MICHAEL	APRIL 2023	0	PLUMBING INSPECTIONS	300.00 ✓	.00	
Total 10.514.00.289 INSPECTORS FEES:				686.68	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES						
WASHU LLC	202	0	APRIL CAR WASHES - CD	6.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				6.00	.00	
Total COMMUNITY DEVELOPMENT:				692.68	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.270 MAINT OF OFFICE EQUIPMENT						
GFC LEASING	I00823303 5/23	0	COPIERS/PRINTERS LEASE; 6/5-7/4/23	2,492.66	.00	
GORDON FLESCH CO. INC	IN14204034	0	COPIER USAGE 2/1-5/1/23	630.30	.00	
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:				3,122.96	.00	
Total CENTRAL SERVICES:				3,122.96	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES						
JOHNSON CONTROLS SECURITY SOLU	38817146	0	PW WIRELESS ALARM MONITORING	152.90 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				152.90	.00	
10.516.00.315 BUILDING MAINT SUPPLIES						
SR PRODUCTS	8701	0	PD ROOF REPAIRS	262.42 ✓	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:				262.42	.00	
Total BUILDINGS & GROUNDS:				415.32	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES						
CINTAS CORPORATION #344	4155251309	0	FLT UNIFORMS MATS TOWELS	58.46	.00	
Total 10.518.00.215 SHOP SERVICES:				58.46	.00	
10.518.00.309 GAS & DIESEL FUEL						
AL WARREN OIL COMPANY INC	W1560472	0	FLT BIO DIESEL 998 GALS	3,096.28	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:				3,096.28	.00	
Total GARAGE:				3,154.74	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.299 OTHER CONTRACTUAL SERVICES						
B & F CONSTRUCTION CODE SERVICES	17611	0	COMPLIANCE INSPECTIONS	280.01	✓ .00	
Total 10.519.00.299 OTHER CONTRACTUAL SERVICES:				280.01	.00	
Total ENGINEERING:				280.01	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES						
COLLEGE OF DU PAGE	14971	0	TRNG-BACKGROUND INVESTIGATIONS-SGT KRUPICZOWICZ	523.00 ✓	.00	
COLLEGE OF DU PAGE	REISSUE 14423/14	0	CSO TRAINING-A. BUCUR,, POLICE ACADEMY-S. MOLEND	3,960.60 ✓	3,960.60	05/22/2023
COLLEGE OF DU PAGE	REISSUE 14423/14	0	TRING-POLICE PUBLIC SAFETY CYCLIST-OFC KITCHING	400.00 ✓	400.00	05/22/2023
ILLINOIS ASSN OF CHIEFS OF	13169	0	ILACP ANNUAL CONFERENCE-CHIEF RIVAS,DC MCCANN, DC	687.00 ✓	.00	
NORTH EAST MULTI-REGIONAL	324447	0	VEHICLE OPS-RESCUE TACTICS-VORTEX TRNG-SGT KRUP	650.00 ✓	.00	
PACENTI, DORIS	CK # 1163	0	DUPAGE CHIEFS-ADMINI PROFESSIONALS LUNCHEON-CHIE	100.00 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:				6,320.60	4,360.60	
10.520.01.263 POST RETIREMENT BENEFITS						
BREGMAN, MARC	MAY 2023	0	POST RETIREMENT BENEFIT; MAY 2023	125.00 ✓	.00	
MCNAMARA, JAMES J	MAY 2023	0	POST RETIREMENT BENEFIT; MAY 2023	125.00 ✓	.00	
ZORICH, EDWARD	MAY 2023	0	POST RETIREMENT BENEFIT; MAY 2023	125.00 ✓	.00	
Total 10.520.01.263 POST RETIREMENT BENEFITS:				375.00	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES						
10-41 INCORPORATED	05-01-2023-01	0	MENTAL HEALTH SUPPORT FOR PD STAFF-CHAPLAIN PROG	2,000.00 ✓	.00	
JOHNSON CONTROLS SECURITY SOLU	38817152	0	PD WIRELESS FIRE ALARM MONITORING	116.10 ✓	.00	
SHAUGHNESSY, KEVIN W	0502	0	POLYGRAPH TESTING SVCS FOR PT OFC APPLICANT	240.00 ✓	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				2,356.10	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES						
WASHU LLC	201	0	44 CAR WASHES- APRIL	132.00 ✓	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				132.00	.00	
10.520.09.301 UNIFORMS						
ARTISTIC ENGRAVING	20999	0	MERIT INVESTIGATOR BADGE-DET SGT KRUPICZOWICZ	126.00 ✓	.00	
JG UNIFORMS INC	112459	0	BULLETPROOF VEST & COVER -DET BANASZEWSKI	1,100.00 ✓	.00	
JG UNIFORMS INC	112460	0	BULLETPROOF VEST & COVERS-DET E. HAIMANN	1,475.00 ✓	.00	
O'HERRON CO INC, RAY	2267536	0	UNIFORM SHIRTS FOR OFC. J. KUBISH	149.98 ✓	.00	
O'HERRON CO INC, RAY	2268195	0	UNIFORM SHIRTS DET. LAY	292.71 ✓	.00	
O'HERRON CO INC, RAY	2268894	0	L/S UNIFORM SHIRT AND PATCHES FOR OFC. J. KUBISH	42.99 ✓	.00	
O'HERRON CO INC, RAY	2269776	0	FITTED POLICE CAP, PATCHES-OF J.PRIEST	42.99 ✓	.00	
O'HERRON CO INC, RAY	2270188	0	POLICE HAT, PATCH-OF G. GRABOWSKI	38.99 ✓	.00	
Total 10.520.09.301 UNIFORMS:				3,268.66	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.09.333 RANGE SUPPLIES						
O'HERRON CO INC, RAY	2266443	0	PEPPER SPRAY	168.75 ✓	.00	
O'HERRON CO INC, RAY	2267065	0	40MM RANGE AMMUNITION	3,256.00 ✓	.00	
O'HERRON CO INC, RAY	2270964	0	RANGE AMMUNITION-PEPPERBALL PROJECTILES	573.00 ✓	.00	
Total 10.520.09.333 RANGE SUPPLIES:				3,997.75	.00	
Total POLICE:				16,450.11	4,360.60	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.263 POST RETIREMENT BENEFITS						
BLASKOVICH, ERIC	MAY 2023	0	POST RETIREMENT BENEFIT; MAY 2023	125.00 ✓	.00	
SPARGER, JEFFREY	MAY 2023	0	POST RETIREMENT BENEFIT; MAY 2023	125.00 ✓	.00	
VICELLI, LOUIS	MAY 2023	0	POST RETIREMENT BENEFIT; MAY 2023	125.00 ✓	.00	
Total 10.521.01.263 POST RETIREMENT BENEFITS:				375.00	.00	
10.521.22.301 UNIFORMS						
TURNOUTRENTAL LLC	35471	0	COMPLETE ENSEMBLE RENTAL, NEW HIRES	2,555.00 ✓	.00	
Total 10.521.22.301 UNIFORMS:				2,555.00	.00	
Total FIRE:				2,930.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES						
LAKESHORE RECYCLING SYSTEMS	3660143	0	TRASH & BRUSH REMOVAL APRIL 2023	138,201.12	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				138,201.12	.00	
Total GARBAGE:				138,201.12	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.270 MAINT OF OFFICE EQUIPMENT						
GFC LEASING	I00823303 5/23	0	COPIERS/PRINTERS LEASE; 6/5-7/4/23	170.73 ✓	.00	
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:				170.73	.00	
Total STREET:				170.73	.00	
Total CORPORATE FUND:				174,050.63	4,360.60	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
19.520.01.212 LEGAL SERVICES - POLICE DUI SMITH & FULLER	5970	0	LEGAL SVCS-APR DUI PROSECUTIONS	2,815.20 ✓	.00	
Total 19.520.01.212 LEGAL SERVICES - POLICE DUI:				2,815.20	.00	
Total POLICE:				2,815.20	.00	
Total DUI TECHNOLOGY FUND:				2,815.20	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.401 CAPITAL OUTLAY						
NUTOYS LEISURE PRODUCTS	54171	0	CORTESI OUTDOOR TABLES & CHAIRS	4,964.00 ✓	.00	
ROJEK, ANGELA J	051723	0	CY23 PARKS FLOWERS	896.50 ✓	.00	
Total 27.502.01.401 CAPITAL OUTLAY:				5,860.50	.00	
Total GENERAL:				5,860.50	.00	
Total TIF 5 FUND - KENILWORTH:				5,860.50	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.44403 FALL/WNTR/SPRG PROGRAM REV						
MAZZA, VICTORIA	156542	0	CLASS CANCELLATION	84.00 ✓	.00	
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:				84.00	.00	
Total :				84.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.270 MAINT OF OFFICE EQUIPMENT						
GFC LEASING	I00823303 5/23	0	COPIERS/PRINTERS LEASE; 6/5-7/4/23	273.17 ✓	.00	
GFC LEASING	I00823303 5/23	0	COPIERS/PRINTERS LEASE; 6/5-7/4/23	307.16 ✓	.00	
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:				580.33	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES						
A & P GREASE TRAPPERS INC	220895	0	ICC GREASE TRAP CLEANING	225.00 ✓	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:				225.00	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES						
SANSONE, ANTHONY	06.01.23	0	06.01.23 CONCERT PERFORMANCE	1,100.00 ✓	1,100.00	05/22/2023
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:				1,100.00	1,100.00	
35.502.36.282 RENTAL/LEASE						
SCHOOL DISTRICT 45	1593	0	MARCH 2023 ADULT WOMENS VOLLEYBALL GYM RENTAL JA	187.50 ✓	.00	
SCHOOL DISTRICT 45	1594	0	CY23 APRIL - ADULT WOMENS VOLLEYBALL GYM RENTAL JA	187.50 ✓	.00	
SCHOOL DISTRICT 45	1595	0	CY23 MARCH - YOUTH FUTSAL GYM RENTAL JACKSON AUX	100.00 ✓	.00	
Total 35.502.36.282 RENTAL/LEASE:				475.00	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES						
ALL STAR SPORTS INSTRUCTION INC	233026	0	CY23 YOUTH CONTRACTUAL ATHLETIC INSTRUCTION	590.00 ✓	.00	
SMITH, VIOLET R	050223	0	CY23 ADULT YOGA CONTRACTUAL PROG.	315.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				905.00	.00	
Total GENERAL:				3,285.33	1,100.00	
Total RECREATION FUND:				3,369.33	1,100.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.270 MAINT OF OFFICE EQUIPMENT						
GFC LEASING	I00823303 5/23	0	COPIERS/PRINTERS LEASE; 6/5-7/4/23	136.58	.00	
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:				136.58	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES						
TERRACE SUPPLY COMPANY	71010272	0	PARKS - GAS FOR TORCH	42.79	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:				42.79	.00	
Total GENERAL:				179.37	.00	
Total PARKS FUND:				179.37	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.03.325 GENERAL EQUIPMENT PARTS						
GLENROCK COMPANY, THE	1542508	0	JEFFERSON POOL SIKQUICK	314.46	.00	
Total 41.502.03.325 GENERAL EQUIPMENT PARTS:				314.46	.00	
Total GENERAL:				314.46	.00	
Total SWIMMING POOL FUND:				314.46	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY						
APPLIED CONCEPTS INC.	419454	0	RADAR INSTALL KITS - SQUADS 191&192	264.00 ✓	.00	
LUND INDUSTRIES INC	103338	0	EMERGENCY EQUIPMT FOR NEW SQUADS #188 & 192	2,415.48 ✓	.00	
LUND INDUSTRIES INC	103380	0	RADIO BRACKET X1 FOR #191 SQUAD	36.00 ✓	.00	
O'HERRON CO INC, RAY	2265628	0	BRACKETS, LIGHTS,SIREN FOR 2 NEW DURANGO SQUADS	166.10 ✓	.00	
O'HERRON CO INC, RAY	2269447	0	BRACKETS,SPEAKERS,WIRING,CABLE EQUIPMT FOR NEW	1,224.00 ✓	.00	
O'HERRON CO INC, RAY	2270687	0	EQUIPMENT FOR NEW 2023 SQUADS	534.00 ✓	.00	
O'HERRON CO INC, RAY	2271645	0	MOUNT KITS FOR 2023 NEW DURANGOS	140.00 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:				4,779.58	.00	
Total GENERAL:				4,779.58	.00	
Total EQUIPMENT REPLACEMENT FUND:				4,779.58	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY						
IPS WATERSLIDES INC	04/27/23	0	ACRYLIC SEALANT FOR WATERSLIDE	1,200.00	.00	
Total 67.502.02.401 CAPITAL OUTLAY:				1,200.00	.00	
Total GENERAL:				1,200.00	.00	
Total BUILDING IMPROVEMENTS FUND:				1,200.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.270 MAINT OF OFFICE EQUIPMENT						
GFC LEASING	I00823303 5/23	0	COPIERS/PRINTERS LEASE; 6/5-7/4/23	170.73	✓ .00	
GORDON FLESCH CO. INC	IN14204034	0	COPIER USAGE 2/1-5/1/23	21.02	✓ .00	
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:				191.75	.00	
82.502.02.293 LABORATORY TESTING						
ETP LABS INC	23-136634	0	2023-04-03 196028 COLIFORM SAMPLES	156.00	✓ .00	
ETP LABS INC	23-136634	0	2023-04-18 196144 COLIFORM SAMPLES	156.00	✓ .00	
Total 82.502.02.293 LABORATORY TESTING:				312.00	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES						
DUPAGE TOPSOIL INC	055244	0	6 WHLR PULV - CPU	195.00	✓ .00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				195.00	.00	
Total GENERAL:				698.75	.00	
Total WATER SUPPLY FUND:				698.75	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.270 MAINT OF OFFICE EQUIPMENT						
GFC LEASING	I00823303 5/23	0	COPIERS/PRINTERS LEASE; 6/5-7/4/23	170.73 ✓	.00	
GORDON FLESCH CO. INC	IN14204034	0	COPIER USAGE 2/1-5/1/23	21.02 ✓	.00	
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:				191.75	.00	
Total GENERAL:				191.75	.00	
Total WASTEWATER FUND:				191.75	.00	
Grand Totals:				193,459.57	5,460.60	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>174,050.63</u>
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	<u>2,815.20</u>
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	<u>5,860.50</u>
RECREATION FUND	
Total RECREATION FUND:	<u>3,369.33</u>
PARKS FUND	
Total PARKS FUND:	<u>179.37</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>314.46</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>4,779.58</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>1,200.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>698.75</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>191.75</u>
Grand Totals:	<u>193,459.57</u>

Amount Paid

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

DATE

5/25/23

APPROVED BY




Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0530", "0522 INT"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on May 22, 2023

Covering weekly check runs dated for:

May 15, 2023/CY23..... \$508,361.56

1 of 1

Report Criteria:
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0515"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.42071 ADMINISTRATIVE ADJUDICATION						
SULIGA, PIOTR	VPPC2300619	0	REIMBURSEMENT TICKET S881	50.00 ✓	.00	
Total 10.42071 ADMINISTRATIVE ADJUDICATION:				50.00	.00	
Total :				50.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.230 PRINTING SERVICES						
POSITIVE IMPRESSIONS	P11-8681	0	VILLAGE NEWSLETTER - SPRING 2023	639.99 ✓	.00	
Total 10.511.00.230 PRINTING SERVICES:				639.99	.00	
Total PUBLIC AFFAIRS:				639.99	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.299 OTHER CONTRACTUAL SERVICES						
HARRIS COMPUTER SYSTEMS	MUNMN0001400	0	CITYVIEW MAINTENANCE AND SUPPORT	11,007.19 ✓	.00	
IMAGE TREND INC	142563	0	ELITE FIRE AGENCY VALIDATION ANNUAL FEE	1,159.28 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				12,166.47	.00	
Total MANAGER:				12,166.47	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES						
AMERICAN PRINTING TECHNOLOGIES	23-VP03	0	PRODUCTION SVCS UTIL BILL RUN#3 2023	625.05 ✓	.00	
AMERICAN PRINTING TECHNOLOGIES	23-VP04	0	PRODUCTION SVCS UTIL BILL RUN#4 2023	625.05 ✓	.00	
GOVTEMPSUSA LLC	4174398	0	CONTRACTED FINANCE DIRECTOR; 4/23 & 4/30/23	7,840.00 ✓	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				9,090.10	.00	
10.513.00.317 OFFICE SUPPLIES						
PRINTSMART PRINTING &	37073	0	PERSONNEL CHANGE FORMS	270.40 ✓	.00	
Total 10.513.00.317 OFFICE SUPPLIES:				270.40	.00	
Total FINANCE:				9,360.50	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.299 OTHER CONTRACTUAL SERVICES						
DACRA ADJUDICATION SYSTEM	DT 2023-04-1697	0	CD TICKET PROGRAM	150.00 ✓	.00	
DUPAGE COUNTY RECORDER	40495478	0	PROPERTY MAINTENANCE LIENS	456.00 ✓	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				606.00	.00	
Total COMMUNITY DEVELOPMENT:				606.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.205 POSTAGE						
AMERICAN PRINTING TECHNOLOGIES	23-VP04-P	0	POSTAGE	5,000.00 ✓	.00	
Total 10.515.00.205 POSTAGE:				5,000.00	.00	
10.515.00.317 OFFICE SUPPLIES						
PRINTSMART PRINTING &	37070	0	#10 WINDOW ENVELOPES	288.25 ✓	.00	
Total 10.515.00.317 OFFICE SUPPLIES:				288.25	.00	
Total CENTRAL SERVICES:				5,288.25	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES						
ALLIED GARAGE DOOR INC	210593	0	FD 81 SE DOOR LSLO OPENER DRIVE CHAIN ADJUSTMENT	297.50 ✓	.00	
SMG SECURITY SYSTEMS INC	148479	0	CRB FIRE ALARM LEASE	30.00 ✓	.00	
SMG SECURITY SYSTEMS INC	150894	0	ICC CELLULAR UPGRADES FOR ALARM	30.00 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				357.50	.00	
Total BUILDINGS & GROUNDS:				357.50	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.299 OTHER CONTRACTUAL SERVICES						
ROMANO LANDSCAPE	44678	0	MTHLY LAWN MAINT. METRA	1,350.00 ✓	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:				1,350.00	.00	
Total COMMUTER PARKING LOT:				1,350.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES						
CINTAS CORPORATION #344	4153856743	0	FLT UNIFORMS MATS TOWELS	58.46 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:				58.46	.00	
10.518.00.299 OTHER CONTRACTUAL SERVICES						
STANDARD IND & AUTO EQUIP INC	WO-00274	0	ANNUAL LIFT INSPECTIONS	995.00 ✓	.00	
Total 10.518.00.299 OTHER CONTRACTUAL SERVICES:				995.00	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS						
BRAD MANNING FORD INC	211290	0	FIRE C-81 ANTENNA	102.67 ✓	.00	
BRAD MANNING FORD INC	212268	0	PD EXPLORER BREAK KITS STOCK	154.94 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:				257.61	.00	
10.518.00.315 INSPECTIONS AND SAFETY TESTS						
RUNNION EQUIPMENT COMPANY	164014	0	PERFORM ANSI INSPECTION SERVICE	781.04 ✓	.00	
SUBURBAN DRIVELINE INC	67892	0	UNIT 19 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67893	0	UNIT 27 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67894	0	UNIT 25 SAFETY INSPECTIONS	59.50 ✓	.00	
SUBURBAN DRIVELINE INC	67902	0	UNIT 16 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67903	0	UNIT 62 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67927	0	PKS 258 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67928	0	PKS 264 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67929	0	UNIT 14 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67930	0	UNIT 13 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67939	0	UNIT 61 SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67949	0	30, 93 SAFETY INSPECTIONS	80.00 ✓	.00	
SUBURBAN DRIVELINE INC	67953	0	9-SAFETY TEST	59.50 ✓	.00	
SUBURBAN DRIVELINE INC	67954	0	65- SAFETY TEST	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67958	0	92 SAFETY INSPECTION	40.00 ✓	.00	
SUBURBAN DRIVELINE INC	67960	0	UNIT 48 SAFETY TEST	40.00 ✓	.00	
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:				1,460.04	.00	
Total GARAGE:				2,771.11	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.317 OFFICE SUPPLIES						
QUILL CORPORATION	32050600	0	COLORED PENCILS	25.57 ✓	.00	
QUILL CORPORATION	32054186	0	MARKERS, TAPE	84.53 ✓	.00	
Total 10.519.00.317 OFFICE SUPPLIES:				110.10	.00	
Total ENGINEERING:				110.10	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES						
JARZEMBOWSKI, JOSEPH	0422202301	0	TRAINING MEAL REIMBURSE-OFC JARZEMBOWSKI	20.31 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:				20.31	.00	
10.520.01.299 OTHER CONTRACTUAL SERVICES						
DACRA ADJUDICATION SYSTEM	DT 2023-04-1697	0	PD TICKET PROGRAM	400.00 ✓	.00	
DACRA ADJUDICATION SYSTEM	DT 2023-04-1697	0	COLLECTION PROGRAM	200.00 ✓	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				600.00	.00	
Total POLICE:				620.31	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.299 OTHER CONTRACTUAL SERVICES						
WASHU LLC	185-1	0	1 CAR WASH MARCH 2023	3.00	.00	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:				3.00	.00	
Total STREET:				3.00	.00	
Total CORPORATE FUND:				33,323.23	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES						
ROMANO LANDSCAPE	44678	0	MTHLY LAWN MAINT. ARDMORE	775.00 ✓	.00	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:				775.00	.00	
Total GENERAL:				775.00	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:				775.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.299 OTHER CONTRACTUAL SERVICES						
CIVILTECH ENGINEERING INC	52427	0	TRI-TRAIL CONNECTOR PROJECT PHASE II ENGINEERING	1,417.77 ✓	.00	
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:				1,417.77	.00	
Total GENERAL:				1,417.77	.00	
Total TIF 5 FUND - KENILWORTH:				1,417.77	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES						
DUPAGE COUNTY COLLECTOR	2022 1st	0	2022 PROPERTY TAX 100 S VILLA AVE	7,393.84 ✓	.00	
DUPAGE COUNTY COLLECTOR	2022 1st	0	2022 PROPERTY TAX 110 S VILLA AVE	3,786.82 ✓	.00	
DUPAGE COUNTY COLLECTOR	2022 1st	0	2022 PROPERTY TAX 110 S VILLA AVE	1,316.31 ✓	.00	
TESKA ASSOCIATES INC	13154	0	NEW TIF RESEARCH	910.00 ✓	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:				13,406.97	.00	
Total GENERAL:				13,406.97	.00	
Total TIF 4 FUND - ST. CHARLES RD:				13,406.97	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.44403 FALL/WNTR/SPRG PROGRAM REV						
UPHOFF, GAIL	13763	0	BUS TRIP REFUND	19.00 ✓	.00	
ZIESKI, DEBBIE	10387	0	REFUND - FITNESS CLASSES	66.50 ✓	.00	
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:				85.50	.00	
Total :				85.50	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.36.204 TRANSPORTATION						
FIRST STUDENT INC.	SF-005808	0	PRESCHOOL FIELD TRIP BUS	399.00 ✓	.00	
Total 35.502.36.204 TRANSPORTATION:				399.00	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES						
ROBERTSON, JOHN	2023-01	0	CY23 CONTRACTED TAI CHI INSTRUCTION	614.60 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				614.60	.00	
Total GENERAL:				1,013.60	.00	
Total RECREATION FUND:				1,099.10	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.02.299 OTHER CONTRACTUAL SERVICES						
ROMANO LANDSCAPE	44678	0	MTHLY LAWN MAINT. NORTH AVE & FD 81, 82	2,290.00 ✓	.00	
TERRACE SUPPLY COMPANY	1048443	0	PARKS TOOL RENTAL	18.90 ✓	.00	
TERRACE SUPPLY COMPANY	1048444	0	PARKS TOOL RENTAL	12.60 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:				2,321.50	.00	
Total GENERAL:				2,321.50	.00	
Total PARKS FUND:				2,321.50	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.02.311 PROGRAM SUPPLIES						
DUPAGE SWIM & DIVE CONFERENCE	2023-DUES-VILLA	0	CY23 MARINERS SWIM TEAM CONFERENCE DUES	445.00 ✓	.00	
Total 41.502.02.311 PROGRAM SUPPLIES:				445.00	.00	
Total GENERAL:				445.00	.00	
Total SWIMMING POOL FUND:				445.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.210 TELEPHONE						
BASTIEN, KARLA	Phone - March 2023	0	PERS USAGE PHONE REIM; MAR 2023	24.99 ✓	.00	
BASTIEN, KARLA	Phone - March 2023	0	PERS DEVICE PHONE REIM; MAR 2023	24.99 ✓	.00	
Total 60.502.02.210 TELEPHONE:				49.98	.00	
60.502.03.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52257	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	5,010.68 ✓	.00	
Total 60.502.03.292 ENGINEERING SERVICES:				5,010.68	.00	
60.502.10.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52410	0	VILLA AVENUE IMPROVEMENT PROJECT PESA & ENVIRONM	2,788.76 ✓	.00	
CIVILTECH ENGINEERING INC	52411	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I ENGINEER	35,200.09 ✓	.00	
CIVILTECH ENGINEERING INC	52518	0	VILLA AVENUE IMPROVEMENT PROJECT PHASE I ENGINEER	32,278.56 ✓	.00	
Total 60.502.10.292 ENGINEERING SERVICES:				70,267.41	.00	
Total GENERAL:				75,328.07	.00	
Total STREET IMPROVEMENT FUND:				75,328.07	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY						
CAR REFLECTIONS	23-61	0	POLICE DECALS FOR NEW DURANGO SQUADS #188 & #192	1,810.00 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:				1,810.00	.00	
Total GENERAL:				1,810.00	.00	
Total EQUIPMENT REPLACEMENT FUND:				1,810.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.299 OTHER CONTRACTUAL SERVICES						
W.B. OLSON INC	713-09	35011	LIONS REC - APR'23 PRECONSTRUCTION SERVICES	16,272.00 ✓	.00	
Total 67.502.02.299 OTHER CONTRACTUAL SERVICES:				16,272.00	.00	
Total GENERAL:				16,272.00	.00	
Total BUILDING IMPROVEMENTS FUND:				16,272.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.271 MAINT OF RADIO EQUIPMENT						
ILLINOIS COMMUNICATIONS SALES	80004158	0	MAINTENANCE OF COMMUNICATION SYSTEM	505.50 ✓	.00	
ILLINOIS COMMUNICATIONS SALES	80004161	0	MAINTENANCE OF COMMUNICATION SYSTEM	505.50 ✓	.00	
Total 82.502.01.271 MAINT OF RADIO EQUIPMENT:				1,011.00	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES						
DUPAGE COUNTY RECORDER	40495479	0	W,S,G LIEN RELEASES	228.00 ✓	.00	
DUPAGE COUNTY RECORDER	40495482	0	W,S,G LIENS	342.00 ✓	.00	
HARRIS COMPUTER SYSTEMS	MUNMN0001400	0	CITYVIEW MAINTENANCE AND SUPPORT	5,503.59 ✓	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				6,073.59	.00	
82.502.01.321 PURCHASE OF WATER						
DUPAGE WATER COMMISSION	April Pumpage	0	APRIL WATER PUMPAGE BILL 2023	217,031.64 ✓	.00	
Total 82.502.01.321 PURCHASE OF WATER:				217,031.64	.00	
82.502.02.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52257	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	820.06 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:				820.06	.00	
82.502.02.293 LABORATORY TESTING						
ETP LABS INC	23-136579	0	ROUTINE MONTHLY WATER SAMPLES	312.00 ✓	.00	
Total 82.502.02.293 LABORATORY TESTING:				312.00	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES						
DUPAGE TOPSOIL INC	055030	0	4 WHLR PULV - CPU	125.00 ✓	.00	
DUPAGE TOPSOIL INC	055030	0	6 WHLRS PULV - CPU	390.00 ✓	.00	
TRI-R SYSTEMS INC	005738	0	REPAIR CONTROLS AT PLYMOUTH PUMP STATION	1,130.00 ✓	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				1,645.00	.00	
82.502.02.354 WATER METERS						
CORE & MAIN	S223196	0	510M S/POINT M2 TC SP HR & LD	15,120.00 ✓	.00	
CORE & MAIN	S655004	0	OMNI+ 4 C2 MEAS CHMB 1G 8WHL	1,298.00 ✓	.00	
CORE & MAIN	S655004	0	OMNI+ 2 C2 MEAS CHMB 1G	895.00 ✓	.00	
CORE & MAIN	S655004	0	OMNI+ 1-1/2 C2 MEAS CHMB 1G	877.00 ✓	.00	
CORE & MAIN	S655004	0	OMNI+ 3 C2 MEAS CHMB 1G	1,280.00 ✓	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
CORE & MAIN	S655045	0	3/4S IPERL 1G 3-TS 7WHL SM	8,640.00 ✓	.00	
CORE & MAIN	S655045	0	OMNI+ 1-1/2 C2 1G 13LL 8WHL SM	4,720.00 ✓	.00	
CORE & MAIN	S655045	0	OMNI+ 3 C2 1G 17LL 8WHL SM	1,725.00 ✓	.00	
Total 82.502.02.354 WATER METERS:				34,555.00	.00	
82.502.02.399 OTHER SUPPLIES						
ZIEBELL WATER SERVICE	261458-000	0	1 2" OP NUTS	145.88 ✓	.00	
ZIEBELL WATER SERVICE	261458-000	0	FOR 2" MUELLER DD VALVES G202	36.47 ✓	.00	
Total 82.502.02.399 OTHER SUPPLIES:				182.35	.00	
82.502.02.401 CAPITAL OUTLAY						
DUPAGE MATERIALS COMPANY LLC.	21277	0	GRINDINGS FOR WILDWOOD WATERMAIN PROJECT	1,303.19 ✓	.00	
WATER WELL SOLUTIONS ILLINOIS LLC	IL23-04-117	0	DECOMMISSION AND ABANDONMENT OF WELL #10	76,850.00 ✓	.00	
ZIEBELL WATER SERVICE	261346-000	0	WILDWOOD WATER MAIN PROJECT	5,341.50 ✓	.00	
Total 82.502.02.401 CAPITAL OUTLAY:				83,494.69	.00	
Total GENERAL:				345,125.33	.00	
Total WATER SUPPLY FUND:				345,125.33	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.299 OTHER CONTRACTUAL SERVICES						
HARRIS COMPUTER SYSTEMS	MUNMN0001400	0	CITYVIEW MAINTENANCE AND SUPPORT	5,503.59 ✓	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				5,503.59	.00	
83.502.02.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52257	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	844.50 ✓	.00	
Total 83.502.02.292 ENGINEERING SERVICES:				844.50	.00	
83.502.02.293 LABORATORY TESTING						
ETP LABS INC	23-52824	0	WWFTF SAMPLES	170.00 ✓	.00	
Total 83.502.02.293 LABORATORY TESTING:				170.00	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES						
FLOW TECHNICS	INV000010163	0	IDEC RELAY DPDT MINI AC120V	126.00 ✓	.00	
FLOW TECHNICS	INV000010163	0	LABOR	1,200.00 ✓	.00	
FLOW TECHNICS	INV000010163	0	SHOP SUPPLIES	25.00 ✓	.00	
FLOW TECHNICS	INV000010163	0	CA461- SEAL LEAK ONLY	2,472.00 ✓	.00	
MEM ELECTRIC	223080	0	INSTALL NEW UNDERGROUND ELECTRIC SERVICE FOR SO	524.97 ✓	.00	
STANDARD EQUIPMENT CO	P42478	0	CUSTOMER REPAIR	199.00 ✓	.00	
STANDARD EQUIPMENT CO	P42478	0	FREIGHT	16.88 ✓	.00	
STANDARD EQUIPMENT CO	P42478	0	QCD LOCKING TAB 017925	555.66 ✓	.00	
STANDARD EQUIPMENT CO	P42478	0	SHOP SUPPLIES	35.00 ✓	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				5,154.51	.00	
83.502.02.302 CHEMICALS						
ALEXANDER CHEMICAL CORP	67023	0	CHLORINE 51300-10548000	51.00 ✓	.00	
Total 83.502.02.302 CHEMICALS:				51.00	.00	
83.502.02.399 OTHER SUPPLIES						
CORE & MAIN	S623785	0	KRYLON A03620004 CAUTION BLUE	540.00 ✓	.00	
CORE & MAIN	S623785	0	KRYLON A03630004 SAFETY GREEN	270.00 ✓	.00	
Total 83.502.02.399 OTHER SUPPLIES:				810.00	.00	
83.502.04.292 ENGINEERING SERVICES						
CIVILTECH ENGINEERING INC	52257	0	WISCONSIN & WESTMORE IMPROVEMENT PROJECTS PHAS	4,503.99 ✓	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 83.502.04.292 ENGINEERING SERVICES:				4,503.99	.00	
Total GENERAL:				17,037.59	.00	
Total WASTEWATER FUND:				17,037.59	.00	
Grand Totals:				508,361.56	.00	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>33,323.23</u>
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	<u>775.00</u>
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	<u>1,417.77</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>13,406.97</u>
RECREATION FUND	
Total RECREATION FUND:	<u>1,099.10</u>
PARKS FUND	
Total PARKS FUND:	<u>2,321.50</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>445.00</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>75,328.07</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>1,810.00</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>16,272.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>345,125.33</u>

	<u>Amount Paid</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>17,037.59</u>
Grand Totals:	<u><u>508,361.56</u></u>

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

DATE 5/11/23 APPROVED BY 


Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0515"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on June 12, 2023

Covering weekly check runs dated for:

June 5, 2023/CY23.....\$1,971,743.59

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0605","0531 INT"

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

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.120007 CASH ALLOCATIONS-PSN						
CIVICPLUS LLC	261217	0	CIVICPLUS ANNUAL MUNICODE 6/1/23-5/31/24	9,141.51 ✓	.00	
Total 01.120007 CASH ALLOCATIONS-PSN:				9,141.51	.00	
Total :				9,141.51	.00	
Total CASH ALLOCATIONS FUND:				9,141.51	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	3,609.37	3,609.37 ✓	05/31/2023
Total 10.130204 GROUP INSURANCE REC:				3,609.37	3,609.37	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	767.17	767.17 ✓	05/31/2023
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				767.17	767.17	
10.40002 PERS PROP REPLACEMENT TAXES						
VILLA PARK PUBLIC LIBRARY	05232023	0	TO REIMBURSE PPRT - APRIL 2023	28,752.48 ✓	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:				28,752.48	.00	
Total :				33,129.02	4,376.54	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES						
GARDINER KOCH WEISBERG	14248	0	LEGAL SERVICES - WAWAK	3,662.00 ✓	.00	
STORINO RAMELLO & DURKIN	87483	0	LEGAL SERVICES ST CHARLES TIF	585.00 ✓	.00	
STORINO RAMELLO & DURKIN	88337	0	GENERAL (APRIL 2023)	10,515.33 ✓	.00	
STORINO RAMELLO & DURKIN	88382	0	LEGAL SERVICES ST CHARLES TIF	390.00 ✓	.00	
STORINO RAMELLO & DURKIN	88397	0	LEGAL SERVICE - GRIEVANCE RE: STEP INCREASE	590.50 ✓	.00	
STORINO RAMELLO & DURKIN	88398	0	LEGAL SERVICE - NORTH ARDMORE (TIF 6)	146.25 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:				15,889.08	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES						
CASTUS CORPORATION	1956	0	CASTUS C4 ANNUAL MAINTENANCE RENEWAL	1,200.00 ✓	.00	
CIVICPLUS LLC	260755	0	CODE PAGES	3,925.99 ✓	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				5,125.99	.00	
10.511.00.303 DUES & PUBLICATIONS						
DUPAGE MAYORS & MANAGERS CONF	11715A	0	2023-2024 MEMBERSHIP DUES	15,084.35 ✓	.00	
Total 10.511.00.303 DUES & PUBLICATIONS:				15,084.35	.00	
10.511.00.656 FIRE & POLICE COMMISSION						
ILLINOIS FIRE CHIEFS ASSN	4843A	0	16151 ASSESSMENTS- VP DEPUTY CHIEF	7,360.00 ✓	.00	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				7,360.00	.00	
Total PUBLIC AFFAIRS:				43,459.42	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.210 TELEPHONE						
SAWYER, BRIAN	MAY23	0	PERS DEVICE PHONE REIMB; MAY 2023	24.99 ✓	.00	
SAWYER, BRIAN	MAY23	0	USAGE REIMB; MAY 2023	24.99 ✓	.00	
Total 10.512.01.210 TELEPHONE:				49.98	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES						
CURRENT TECHNOLOGIES CORP	731684	0	IT CONSULTANT	866.25 ✓	.00	
SAWYER, BRIAN	MAY23	0	MILEAGE REIMB; MAY 2023	12.42 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				878.67	.00	
Total MANAGER:				928.65	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.210 TELEPHONE						
BAIG,RANA	MAR/APR 2023	0	PERS DEVICE PHONE REIM; MARCH 2023	24.99 ✓	.00	
BAIG,RANA	MAR/APR 2023	0	PERS USAGE PHONE REIM; MARCH 2023	24.99 ✓	.00	
BAIG,RANA	MAR/APR 2023	0	PERS DEVICE PHONE REIM; APRIL 2023	24.99 ✓	.00	
BAIG,RANA	MAR/APR 2023	0	PERS USAGE PHONE REIM; APRIL 2023	24.99 ✓	.00	
Total 10.513.00.210 TELEPHONE:				99.96	.00	
10.513.00.299 OTHER CONTRACTUAL SERVICES						
GOVTEMPSUSA LLC	4182570	0	CONTRACTED FINANCE DIRECTOR; 5/7 & 5/14/23	7,840.00 ✓	.00	
MWM CONSULTING GROUP	310507	0	GASB # 67/65 ACTUARIAL REPORT AS OF 12-31-22 AND TAX	7,000.00 ✓	.00	
MWM CONSULTING GROUP	310508	0	PREP OF TAX LEVY FUNDING FOR FIRE PENSION AS OF 1-1-	5,000.00 ✓	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				19,840.00	.00	
Total FINANCE:				19,939.96	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	1,751.18	1,751.18	05/31/2023
Total 10.515.00.250 EMPLOYEE BENEFITS:				1,751.18	1,751.18	
Total CENTRAL SERVICES:				1,751.18	1,751.18	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	465.17	465.17	05/31/2023
Total 10.518.00.250 EMPLOYEE BENEFITS:				465.17	465.17	
10.518.00.309 GAS & DIESEL FUEL						
AL WARREN OIL COMPANY INC	W1560471	0	FLT UNLEADED FUEL 6508 GALS	20,005.58	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:				20,005.58	.00	
Total GARAGE:				20,470.75	465.17	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	5,625.57	5,625.57	05/31/2023
Total 10.520.01.250 EMPLOYEE BENEFITS:				5,625.57	5,625.57	
10.520.07.280 DUCOMM						
DU-COMM	18491	0	FACILITY LEASE OPERATING COSTS 5.1.23-7.31.23	5,211.67	.00	
DU-COMM	18535	0	QUARTERLY SHARES 5.1.23-7.31.23	124,711.00	.00	
Total 10.520.07.280 DUCOMM:				129,922.67	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES						
FLOCK SAFETY	INV-14169	0	INSTALL-2 FLOCK CAMERAS	5,000.00	.00	
FLOCK SAFETY	INV-14170	0	INSTALL-2 ADDITIONAL FLOCK CAMERAS	5,000.00	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:				10,000.00	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES						
SPECIAL OLYMPICS OF ILLINOIS	05192023	10007	VPPD; COP ON A ROOF TOP EVENT 5/19/2023	2,947.26	2,947.26	05/31/2023
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				2,947.26	2,947.26	
10.520.09.301 UNIFORMS						
JG UNIFORMS INC	113308	0	BULLETPROOF VEST & COVER-SGT PAGAN	1,100.00	.00	
Total 10.520.09.301 UNIFORMS:				1,100.00	.00	
Total POLICE:				149,595.50	8,572.83	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	325.43	325.43	05/31/2023
Total 10.521.01.250 EMPLOYEE BENEFITS:				325.43	325.43	
10.521.22.202 TRAINING & CONFERENCES						
ROMEDEVILLE FIRE ACADEMY, VILLAGE	2023-229	0	ACADEMY-BOROWICK,LATELLE,PLEVRITIS	10,500.00	.00	
Total 10.521.22.202 TRAINING & CONFERENCES:				10,500.00	.00	
Total FIRE:				10,825.43	325.43	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	1,840.54	1,840.54	05/31/2023
Total 10.523.02.250 EMPLOYEE BENEFITS:				1,840.54	1,840.54	
10.523.02.280 DUCOMM						
DU-COMM	18534	0	QUARTERLY SHARES 05.01.23-07.31.23	23,234.25	.00	
Total 10.523.02.280 DUCOMM:				23,234.25	.00	
Total AMBULANCE/PARAMEDIC:				25,074.79	1,840.54	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	1,018.67	1,018.67	05/31/2023
Total 10.525.01.250 EMPLOYEE BENEFITS:				1,018.67	1,018.67	
Total STREET:				1,018.67	1,018.67	
Total CORPORATE FUND:				306,193.37	18,350.36	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
20.502.11.399 OTHER SUPPLIES						
DRURY, CHARLIE	05132023	52007	UNDERAGE BUYER FOR TOBACCO COMPLIANCE CHECKS	60.00	✓ .00	
Total 20.502.11.399 OTHER SUPPLIES:				60.00	.00	
Total GENERAL:				60.00	.00	
Total DRUG CONTROL FUND:				60.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	991.87 ✓	991.87	05/31/2023
Total 35.502.01.250 EMPLOYEE BENEFITS:				991.87	991.87	
35.502.35.299 OTHER CONTRACTUAL SERVICES						
ANDERSON, TRENT	06.08.23	0	06.08.23 CONCERT PERFORMANCE	1,200.00 ✓	.00	
CIVICPLUS LLC	261870	0	PAYMENT FOR CIVICREC SOFTWARE CY23	3,000.00 ✓	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:				4,200.00	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES						
CIVICPLUS LLC	261870	0	PAYMENT FOR CIVICREC SOFTWARE CY23	4,340.55 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				4,340.55	.00	
Total GENERAL:				9,532.42	991.87	
Total RECREATION FUND:				9,532.42	991.87	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	1,411.14	1,411.14	05/31/2023
Total 36.502.01.250 EMPLOYEE BENEFITS:				1,411.14	1,411.14	
Total GENERAL:				1,411.14	1,411.14	
Total PARKS FUND:				1,411.14	1,411.14	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	520.61	520.61	05/31/2023
Total 60.502.02.250 EMPLOYEE BENEFITS:				520.61	520.61	
60.502.02.299 OTHER CONTRACTUAL SERVICES						
TAPCO	I754316	0	5 - BLINKERSIGN, R1-1, 30" STOP, DG3, SOLAR SIGN	7,424.50	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				7,424.50	.00	
60.502.03.292 ENGINEERING SERVICES						
TRANSYSTEMS CORPORATION	INV-0004047849	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	4,880.22	.00	
TRANSYSTEMS CORPORATION	INV-0004080813	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	2,522.26	.00	
Total 60.502.03.292 ENGINEERING SERVICES:				7,402.48	.00	
60.502.03.299 OTHER CONTRACTUAL SERVICES						
BENCHMARK CONSTRUCTION CO	Monterey - PE 07	0	MONTEREY IMPROVEMENT PROJECT CONSTRUCTION	159,151.88	.00	
Total 60.502.03.299 OTHER CONTRACTUAL SERVICES:				159,151.88	.00	
Total GENERAL:				174,499.47	520.61	
Total STREET IMPROVEMENT FUND:				174,499.47	520.61	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
64.502.10.299 OTHER CONTRACTUAL SERVICES						
GLOBE CONSTRUCTION INC	2233	0	2023 SIDEWALK PROGRAM	147,045.50	.00	
Total 64.502.10.299 OTHER CONTRACTUAL SERVICES:				147,045.50	.00	
Total GENERAL:				147,045.50	.00	
Total CAPITAL PROJECTS FUND:				147,045.50	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY						
O'HERRON CO INC, RAY	2271576	0	WIRING,ELECTRICAL,CABLES,LIGHTING FOR NEW SQUADS	5,132.00 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:				5,132.00	.00	
Total GENERAL:				5,132.00	.00	
Total EQUIPMENT REPLACEMENT FUND:				5,132.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.299 OTHER CONTRACTUAL SERVICES						
WILLIAMS ARCHITECTS	21709	35011	LIONS REC APRIL '23 CONSTRUCTION DOCUMENTS, INTERI	99,528.44 ✓	.00	
Total 67.502.02.299 OTHER CONTRACTUAL SERVICES:				99,528.44	.00	
Total GENERAL:				99,528.44	.00	
Total BUILDING IMPROVEMENTS FUND:				99,528.44	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.10.292 ENGINEERING SERVICES						
V3 COMPANIES OF ILLINOIS	123591	0	JACKSON POND DESIGN ENGINEERING	6,222.43 ✓	.00	
Total 68.502.10.292 ENGINEERING SERVICES:				6,222.43	.00	
68.502.10.299 OTHER CONTRACTUAL SERVICES						
EARTH WERKS LAND IMPROVEMENT	Jackson Pond - PE	0	JACKSON POND EXPANSION PROJECT CONSTRUCTION	903,040.20 ✓	.00	
Total 68.502.10.299 OTHER CONTRACTUAL SERVICES:				903,040.20	.00	
Total GENERAL:				909,262.63	.00	
Total STORMWATER BUYOUT FUND:				909,262.63	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	678.26	678.26 ✓	05/31/2023
Total 82.502.01.250 EMPLOYEE BENEFITS:				678.26	678.26	
82.502.02.292 ENGINEERING SERVICES						
TRANSYSTEMS CORPORATION	INV-0004047849	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	5,425.78 ✓	.00	
TRANSYSTEMS CORPORATION	INV-0004080813	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	2,804.22 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:				8,230.00	.00	
Total GENERAL:				8,908.26	678.26	
Total WATER SUPPLY FUND:				8,908.26	678.26	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.250 EMPLOYEE BENEFITS						
SUN LIFE ASSURANCE COMPANY OF CA	05012023	0	DENTAL, VISION AND LIFE PREMIUMS 5/2023	305.25	305.25	05/31/2023
Total 83.502.01.250 EMPLOYEE BENEFITS:				305.25	305.25	
83.502.01.694 IEPA LOAN REPAYMENTS						
ILLINOIS ENVIRONMENTAL	L17-2788-28	0	L17-2788 28TH INSTALLMENT NORTH VILLA LIFT STATION	13,175.25 ✓	.00	
ILLINOIS ENVIRONMENTAL	L17-5154-4	0	L17-5154 4TH INSTALLMENT 2019 SEWER REHAB PROJECT	41,439.83 ✓	.00	
Total 83.502.01.694 IEPA LOAN REPAYMENTS:				54,615.08	.00	
83.502.02.292 ENGINEERING SERVICES						
TRANSYSTEMS CORPORATION	INV-0004047849	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	633.06 ✓	.00	
TRANSYSTEMS CORPORATION	INV-0004080813	0	IOWA & VERMONT IMPROVEMENT PROJECT PHASE II ENGI	327.19 ✓	.00	
Total 83.502.02.292 ENGINEERING SERVICES:				960.25	.00	
83.502.02.401 CAPITAL OUTLAY						
PROSSER, SHAYNE	PRPL202202107	0	REIMB AREA DRAIN 411 S SUMMIT	1,000.00 ✓	.00	
Total 83.502.02.401 CAPITAL OUTLAY:				1,000.00	.00	
83.502.04.401 CAPITAL OUTLAY						
BENCHMARK CONSTRUCTION CO	Monterey - PE 07	0	MONTEREY IMPROVEMENT PROJECT CONSTRUCTION	190,208.27 ✓	.00	
Total 83.502.04.401 CAPITAL OUTLAY:				190,208.27	.00	
83.502.04.694 IEPA LOAN REPAYMENTS						
ILLINOIS ENVIRONMENTAL	L17-5666 - 2	0	L17-5666 2ND PAYMENT MAPLE AREA IMP PROJ	53,940.00 ✓	.00	
Total 83.502.04.694 IEPA LOAN REPAYMENTS:				53,940.00	.00	
Total GENERAL:				301,028.85	305.25	
Total WASTEWATER FUND:				301,028.85	305.25	
Grand Totals:				1,971,743.59	22,257.49	

	<u>Amount Paid</u>
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	<u>9,141.51</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>306,193.37</u>
DRUG CONTROL FUND	
Total DRUG CONTROL FUND:	<u>60.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>9,532.42</u>
PARKS FUND	
Total PARKS FUND:	<u>1,411.14</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>174,499.47</u>
CAPITAL PROJECTS FUND	
Total CAPITAL PROJECTS FUND:	<u>147,045.50</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>5,132.00</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>99,528.44</u>
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	<u>909,262.63</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>8,908.26</u>

	Amount Paid
WASTEWATER FUND	
Total WASTEWATER FUND:	301,028.85
Grand Totals:	1,971,743.59

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

DATE 5/31 APPROVED BY Charles Howard
W. McFarlane

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0605", "0531 INT"

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Michael Guerra

Submitting Department: Finance Department

Item Type: Ordinances

Agenda Section: First Reading on Ordinances to be Codified

Subject:

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

Suggested Action:

The City of Chicago and the DuPage Water Commission have increased water rates, effective May 1, 2023.. As we have done in the past, this ordinance will increase the water rate that the Village charges its customers by 5% which equates to 21 cents per 1,000 gallons to cover the increase. If approved, this new rate will be implemented on bills mailed out at the end of June, due on or about July 20, 2022.

Attachments:

[Memo_-_Amending_Water_Rates_and_Charges__2023.docx](#)

[ORD_-_Amending_Water_Rates__2023.docx](#)

[BoT Memo-ORD_DWC_email_2023.docx](#)

Memo



To: Matt Harline, Village Manager

From: Michael Guerra, P.E., Director of Public Works *milg*

Date: June 6, 2023

Re: An Ordinance of the Village of Villa Park Amending Water Rates and Charges

The Village received notice that the DuPage Water Commission is raising their rates 5% or \$0.21 per 1,000 starting on May 1, 2023. This cost increase is due to an increase in the rate set by the City of Chicago. This increase is too large to be absorbed by the current rate structure the Village approved in 2021 based on the Stanley Consultants rate study. Therefore, this proposed ordinance will incorporate this increase rate increase into the rate structure set in the Village Code.

Proposed water rates.

As a reminder the rate increases in the water study were to provide a tiered approach to increase reviews steadily over the 5 year period. The annual revenue was expected to increase from \$5.81 million to \$6.42 million in 2025 prior to this increase. The reason for these rates were approved was to account for the increases for the inclusion of the debt service for the capital projects listed below. Therefore the additional cost of the rate increase imposed by DuPage Water Commission and the City of Chicago needs to be incorporated into our rates.

Water infrastructure projects requiring IEPA low-interest loans include:

College Street Improvements \$2.475 million
Myrtle Avenue and Biermann Improvements \$1.3 million
Plymouth Street Water Main \$2.253 million

Water Infrastructure Projects utilizing Enterprise Funds

Water Meter System Upgrades \$250,000 annually
Plymouth Ave. Water Tower Painting/recoating \$900

In addition to these projects, the Village currently has five (5) IEPA low-interest loans in repayment with an annual debt service of \$239,000 and will reach nearly \$1.4 million by 2024 with the completion of projects. The rate study also incorporated the capital improvements that require service relocations or water main replacements along with unplanned smaller projects will occur in the next five years.

Overall impact to Residents

The proposed rates will increase the monthly cost for Villa Park residents. The proposal will increase the monthly cost for water by approximately \$1.26 a month for an average family.

RECOMMENDATION:

Staff recommends approval of the Ordinance of the Village of Villa Park in Amending Water Rates and Charges.

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS
AMENDING WATER RATES**

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

WHEREAS, pursuant to section 5/11-129-6 and 5/11-117-12 of the Illinois Municipal Code, as amended, (65 ILCS 5/11-129-6 and 5/11-117-12) the Village has the power and authority to determine the rate for water and wastewater usage and such rates shall be sufficient to meet operation and maintenance costs, to provide a depreciation fund and to meet any revenue bond payments; and,

WHEREAS, the President and Board of Trustees have determined rate increases are required to maintain water and wastewater services to fund capital expenses related to the Village’s capital improvement program, increasing utility spending due to inflation and increased maintenance costs, declining water usage due to ongoing conservation efforts and water rate increases programmed by the City of Chicago and the DuPage Water Commission.

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

Section 1: That the Villa Park Municipal Code, as amended, be and is hereby amended by amending the water rates contained in Subsection 25-104(b)(1)a., of Article I, of Chapter 25, to read as follows:

“(b) The following rates and charges are hereby established:

(1) Water rates:

- a. For property users within the village, a charge per one thousand (1,000) gallons based on the following schedule:

Effective Date	Rate
Current rate:	\$9.77
Bills rendered as of 06/01/23	\$9.98
Bills rendered as of 1/1/24	\$10.29
Bills rendered as of 1/1/25	\$10.40

Ordinance No: _____

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

Passed this _____ day of _____, 2023

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Memo



To: Matthew Harline, Village Manager

From: Michael Guerra, P.E., Director of Public Works *mlg*

Date: June 8, 2023

Re: Email received from DuPage Water Commission

The Village received the following information from DuPage Water Commission on May 17 concerning the current rate increase and the status of the contracts with both DuPage Communities and the City of Chicago.

DWC wishes to take this opportunity to reach out to customer communities with an update on the Customer Contract, Chicago Water Contract, and Alternative Source Water Study - as we are concurrently pursuing advancement of each of these initiatives.

DWC / Customer Contract:

The DWC/Customer contract expires on February 24, 2024. In 2022, the DWC convened a steering committee of interested Village Managers from customer communities to participate in the review of the Customer Contract to remove elements that were no longer pertinent and to validate/revise the remaining language from the original contract to ensure the extension document conveys the intended meaning and removes any ambiguities or questions that have been generated over the years. The extension document has now been assembled and agreed to in form by the participating parties. A legal review is currently underway by the DuPage County States Attorney and the City of Naperville municipal legal staff. It is expected that the final extension document will be completed by July. At that time, the document will be provided to all existing customers for consideration and action by the municipal boards, with the intention of having customers approve the document in Q3, 2023, and to have the DWC Board approve the document in Q4, 2023.

DWC / Chicago Contract ; 2023 Rate Increase:

The DWC/Customer contract expires on March 19, 2024. DWC has earnestly pursued contract negotiations with the City of Chicago for several years, but we have received very little good-faith cooperation in return. We hope the new Chicago administration will engage DWC in negotiations quickly now that the new mayor has been inaugurated. It is important to note that the City of Joliet has recently executed a contract with Chicago that enables a new rate structure based on the AWWA cost-of-service model. This would result in a significant discount from the base rate currently charged to DWC and all other consumers. DWC negotiations with the City will include the position that the cost-of-service approach should be applied to DWC water purchases. DWC can unilaterally extend the Chicago contract under the current terms for a period of no less than 10 years and no more than 40 years if notification is

provided to the City by September 19, 2023. This approach may be utilized if DWC elects to pursue an alternative source water project or if negotiations with Chicago remain unproductive.

DWC has also received notification that Chicago will raise their water commodity cost by 5% this year, from \$4.33 to \$4.54 per thousand gallons, an increase of \$0.21 per thousand gallons. DWC will increase our rate by \$0.21 from \$5.18 to \$5.39. This was previously communicated in the DWC budget document provided to each community.

Effective Date	Percent Increase	Water Rate per 1,000 Cubic Feet	Approximate Water Cost per 1,000 Gallons
6/1/2022	5.00%	\$32.33	\$4.33
6/1/2021	1.10%	\$30.79	\$4.13
6/1/2020	2.45%	\$30.46	\$4.08
6/1/2019	0.82%	\$29.73	\$3.98
6/1/2018	1.54%	\$29.49	\$3.95
6/1/2017	1.83%	\$29.04	\$3.88
1/1/2016	0%	\$28.52	\$3.81
1/1/2015	15%	\$28.52	\$3.81
1/1/2014	15%	\$24.80	\$3.31
1/1/2013	15%	\$21.56	\$2.88
1/1/2012	25%	\$18.75	\$2.51

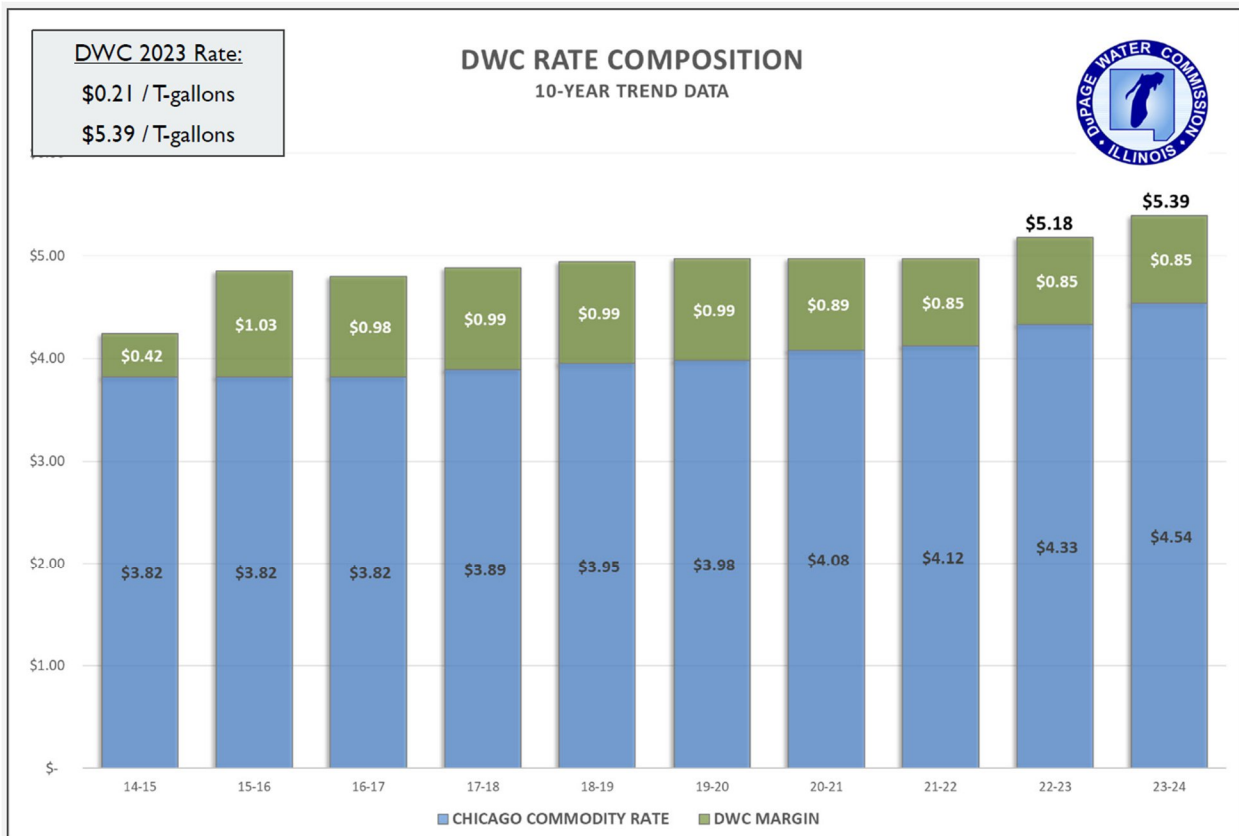


Anticipated 2023 Chicago
water commodity rate
increase:

5%

\$0.21 / T-gallons

\$4.54 / T-gallons



Alternative Source Water Project:

As you are all aware, DWC and DuPage County communities currently do not have governance cooperation in the source water supply through Chicago or the ability to constrain rate increases. Therefore, to fulfill our fiduciary duty to our customers, DWC commenced an alternative source water study in May 2022, which was presented in draft form to the DWC board on April 20, 2023. The study concluded that it is technically feasible and financially viable to construct a new source water system to remove DWC and potentially other regional water wholesalers from the Chicago water system and construct a new Lake Michigan source water system under the governance of DWC and/or a partnership of regional water wholesale agencies. This alternative presents an opportunity to permanently change the water supply in Northeastern Illinois, which will serve our region well for many generations, provide meaningful governance participation, and ensure water rate control. While this project is currently at the concept/feasibility stage, DWC intends to pursue further consideration of this alternative concurrently with negotiations with the City of Chicago.

DWC is looking forward to continuing to partner with you to ensure the supply of safe, affordable, and dependable drinking water to the citizens and businesses of DuPage County. Above are two graphs to further explain the numbers involved. As we advance the initiatives above, please contact me with any questions.



**DuPage Water
Commission**
30 YEARS OF SERVICE
Pure. Essential. Stewardship.

Paul D. May, P.E.

General Manager

may@dpwc.org

Phone: 630-834-0100

Address: 600 E Butterfield Rd, Elmhurst, IL 60126

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Ordinances

Agenda Section: First Reading on Ordinances to be Codified

Subject:

An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Reduce by One and Increase by One the Maximum Number of Licenses Permitted Under the Class I Liquor License

Suggested Action:

The current owner of 53 E. St Charles Road, doing business as El Barrio, has applied for a Class I liquor license to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises. The previous owners of the establishment at this location, Montecasino have surrendered their license upon the sale of the property. The owners have successfully completed the background checks and the Liquor Commission. With the surrendering of the Montecasino Class I liquor license and the issuance of a Class I license to El Barrio, the total number of Class I liquor licenses is ten (10). The Liquor Commission recommends approval of the issuance of this license.

Attachments:

[Memo - El Barrio III Class I Liquor License.pdf](#)

[ORD_-_Add_Class_I_License_-_El_Barrio_III Final.docx](#)

Memo



To: President Cuzzone and Village Board of Trustees

From: Julie Settles, Finance Supervisor

CC: Matt Harline, Village Manager

Date: June 9, 2023

Re: Liquor License of Jesus Pasindo – El Barrio

Mr. Pasindo has applied for a Class I liquor license to sell alcoholic liquor to patrons seated at tables or at the bar for consumption on the premises for the establishment known as El Barrio located at 53 E. St. Charles Road. With the applicant's purchase and acquisition of the establishment, the owners of the establishment previously at this location, Montecasino have surrendered their Class I liquor license. Mr. Pasindo has successfully completed the background check by the Police Department.

With the surrendering of the Class I license of Montecasino and the issuance of the license to El Barrio, the total number of Class I liquor licenses is ten (10). The Villa Park Liquor Commission has approved the issuance of this license.

The Liquor Commission has approved the issuance of this license. Should you have any questions regarding the issuance of this license, please contact Julie Settles at jsettles@invillapark.com

Ordinance No: _____

Ordinance No. _____

An Ordinance Amending Section 3-313(a) of the Municipal Code of the Village of Villa Park to Reduce by One and Increase by One the Maximum Number of Licenses Permitted Under the Class I Liquor License

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

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

WHEREAS, Chapter 3 of the Municipal Code of the Village of Villa Park, as amended, provides for the issuance of a Class I liquor license for the sale of alcoholic to patrons seated at tables or at a bar for consumption on the premises; and

WHEREAS, Jesus Pasindo (“Applicant”) is prospective purchaser of the of the establishment located at 53 E. St. Charles Rd., Villa Park, which currently operates as Montecasino under a Class I liquor license; and

WHEREAS, the Class I liquor license maintained by Montecasino shall be surrendered upon the sale of the business and shall automatically and immediately reduce the maximum number of Class I liquor licenses by one (1), pursuant to Section 3-315(d) of the Municipal Code of the Village of Villa Park; and

WHEREAS, upon Applicants’ purchase and acquisition of the establishment, Applicant seeks to operate a new establishment called El Barrio III, and has applied for a Class I liquor license; and

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the Applicant’s application for a Class I liquor license in order to operate the establishment of El Barrio III at 53 E. St. Charles Rd., Villa Park; and

WHEREAS, the corporate authorities of the Village of Villa Park deem it to be in the best interests of the Village and its residents to increase the maximum number of Class I liquor licenses by one (1) in order to accommodate the Applicants license application.

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

Ordinance No: _____

Section 1: 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.

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

Class	Maximum Number
I	10

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

Passed this _____ day of _____, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2023

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Admin Asst

Submitting Department: Village Manager's Office

Item Type: Ordinances

Agenda Section: Ordinances

Subject:

An Ordinance Authorizing the Sale of Surplus Personal Property Owned by the Village of Villa Park (2018 Dodge Charge SRT Hellcat).

Suggested Action:

The Village is in possession of a 2018 Hellcat Dodge Charger. The car was obtained by seizure during a police investigation. The car is a bright orange sports car with a seven hundred horsepower (700 HP) engine and runs on premium fuel only, which has to be purchased directly at market rate. The vehicle has no use to the Village, however it maintains a high market value. The Village is seeking to declare the vehicle surplus in order to sell the vehicle. The proceeds from the sale could go to purchase a new car for detectives in the Police Department, or other equipment needed by the police or other departments. Staff recommends the Board give authorization to the Village Manager to sell the personal property owned by the Village, namely one Hellcat Dodge Charger.

Attachments:

[BOT_Memo_ORD_Declare Hellcat Charger Surplus 12June2023.docx](#)

[Ord Authorizing_the_Sale_of_Surplus_Personal_Property_-_One_Hellcat_Charger.docx](#)

Memo



To: Matt Harline, Village Manager

From: Matt Frieri, Fleet Foreman

CC: Greg Gola, Director of Parks, Recreation and Fleet

Date: June 9, 2018

Re: An Ordinance Authorizing the Sale of Surplus Personal Property Owned by the Village of Villa Park (2018 Dodge Charge SRT Hellcat).

Summary: The Village is in possession of a 2018 Hellcat Dodge Charger. The car was seized during a police investigation. The car is a bright orange sports car with a seven hundred horsepower (700 HP) engine and runs on premium fuel only, which has to be purchased directly at market rate. The vehicle has no use to the Village, however it maintains a high market value. The Village is seeking to declare the vehicle surplus in order to sell the vehicle. The proceeds from the sale could go to purchase a new car for detectives in the Police Department, or other equipment needed by the police or other departments. Staff recommends the Board give authorization to the Village Manager to sell the personal property owned by the Village, namely one Hellcat Dodge Charger

Background: The Village of Villa Park is in possession of a 2018 Dodge Charger SRT Hellcat with 7,155 miles which they captured during a chase and. This is a bright orange sports car with a seven hundred horsepower engine. This car must run on premium fuel only, which the Village's does not purchase in bulk – therefore we must purchase fuel at market rate at a filling station. This car has been stored in the Wildwood garage to keep it safe and out of the public eye, as it was planned to be used for special purposes for the last year.

The Police Department wanted to install an undercover bait car setup into the car. This would include four small, wired cameras and wiring tied into the ignition system to be able to shut down the car's ignition, flashlights, horn etc. if it was stolen from a remote location. However, the bait car equipment is a universal kit, and installing the cameras into this vehicle has proven to be very difficult. For example, it is not possible to install the cameras inside this vehicle at an angle that captures the would-be thief's face. Because of the value of this car, we did not want to keep drilling more holes into the interior and possibly lowering the value of the vehicle.

We entered the car information into Carvana and they offered us \$57,204. This was primarily to establish a reserve price for auction and determine the value. The Blue Book value is estimated to be above \$60,000. The Fleet department washed it and cleaned the inside, but there was mold and spider's nests in the door jams, and some of the paint needed to be buffed so with the Village Manager's authorization Fleet arranged to get the

car a full detail to secure the maximum price. We are now looking to sell the vehicle at auction.

Naturally, the Police Department would prefer to have the funds generated from the sale to be directed toward their department as it was directly a result of their work. PD has a need for at least one vehicle for the detectives, they want to purchase scale equipment to do overweight enforcement of trucks going through Villa Park, and they seek to add an additional officer, to backfill the position that we are going to cede to a federal investigation unit.

Staff feels that selling this car would be beneficial to the village so that we can use the proceeds toward the purchase of a new detective vehicle, truck scales, and other Village needs. The Dodge Charger will be available for viewing by the board during the Committee of the Whole Facility Tour on Monday, June 12th.

Recommendation Action: Staff recommends approval of the ordinance.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF VILLA PARK
(One (1) 2018 Dodge Charger SRT Hellcat)**

WHEREAS, the Village Police Chief and Village Manager have made the recommendation that said Vehicle should be designated as no longer necessary or useful to or for the best interests of the Village of Villa Park, Illinois, to retain ownership of the Vehicle; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

WHEREAS the Village of Villa Park (the “Village”) currently owns one (1) 2018 Dodge Charger SRT Hellcat, VIN: 2C3CDXL99JH113029, previously acquired for use the Village’s Police Department (the “Vehicle”); and

WHEREAS, the Village Manager and Police Chief recommend that said Vehicle should be designated as no longer necessary or useful to or for the best interests of the Village of Villa Park, Illinois, to retain ownership of the Vehicle; and

WHEREAS, the corporate authorities of the Village expressly find that the Vehicle is no longer necessary to, required for use, or in the best interest of the Village to maintain and further find that it is in the best interest of the Village to dispose of the Vehicle.

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

Section 1: **Recitals.** The foregoing recitals are adopted as the corporate findings of the Village of Villa Park as if fully set forth herein.

Section 2: **Authorization.** The corporate authorities hereby authorize the Village Manager to sell the Vehicle at a public or private sale, or in such manner as he may determine is in the best interests of the Village, and determine the minimum price for such Vehicle, at the discretion of the Village Manager. The Village Manager is hereby further authorized and directed to execute any and all necessary agreements, forms, or other documents to effectuate the sale of the Vehicle.

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

PASSED this ____ day of _____, 2023

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2023.

Nick Cuzzone, Village President
Village of Villa Park
DuPage County, Illinois

ATTEST:

Village Clerk
Village of Villa Park
DuPage County, Illinois

Published in Pamphlet Form

_____, 2023

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Admin Asst

Submitting Department: Village Manager's Office

Item Type: Ordinances

Agenda Section: Ordinances

Subject:

An Ordinance of the Village of Villa Park, DuPage County, Illinois, Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method (Charley's Auto Service)

Suggested Action:

Perry Environmental is working to fulfill the obligations of the Illinois Environmental Protection Agency's (EPA's) Site Remediation Program (SRP) to obtain a No Further Remediation (NFR) letter for soil and groundwater contamination related to the property located at 134 W. St. Charles Road, currently owned by Charles Pickerill. This ordinance prohibits the use of groundwater as a supply of potable water through the installation and/or use of private potable water supply wells with revisions as required from the Illinois Environmental Protection Agency. Staff recommends approval of this ordinance.

Attachments:

[BOT_Memo_ORD_Groundwater Charleys Auto 12June2023.pdf](#)

[Villa Park Ordinance Groundwater Potable Water - Charley's Auto Service - 4-5-23.DOCX](#)

[Exhibit A Groundwater Ordinance Charleys Auto.pdf](#)

[Exhibit B PROPERTIES INCLUDED IN GROUNDWATER ORDINANCE.docx](#)

Memo



To: Village Board of Trustees and City Clerk

From: Matt Harline, Village Manager

Date: May 18, 2023

Re: An Ordinance of the Village of Villa Park, DuPage County, Illinois Prohibiting the Use of the Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or By Any Other Method.

Summary: This groundwater ordinance prohibits the current and all future property owners at this parcel from drilling a well for potable water due to the potential for damage to the consumer of the water and the water table.

Background: Perry Environmental is working to fulfill the obligations of the Illinois Environmental Protection Agency's (IEPA's) Leaking Underground Storage Tank (LUST) program to obtain a No Further Remediation (NFR) letter for soil and groundwater contamination related to the property located at 134 W. St. Charles Road, currently owned by Charles Pickerill. This ordinance prohibits the use of groundwater as a supply of potable water through the installation and/or use of private potable water supply wells with revisions as required from the Illinois Environmental Protection Agency. Staff worked with staff from Perry Environmental and IEPA to prepare this ordinance and a Highway Authority Ordinance approved a few meetings ago. Staff recommends approval of this ordinance.

Recommendation Action: Staff recommends approval of the ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS
PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER
SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY
WELLS OR BY ANY OTHER METHOD – CHARLEY’S AUTO SERVICE**

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

WHEREAS, certain properties in the Village have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the Village of Villa Park desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

WHEREAS, the parcels which comprise the area which is depicted on Exhibit A is described on Exhibit B attached hereto and made a part hereof,

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

Section 1. Use of Groundwater as a Potable Water Supply Prohibited.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Except for such uses or methods in existence prior to the effective date of this ordinance, the use or attempt to use as a potable water supply groundwater from within the area of the Village of Villa Park as depicted on Exhibit A and described on Exhibit B attached hereto, as a potable water supply, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the Village of Villa Park.

Section 2. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Ordinance No. _____

Section 3. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section 4. Penalty

Any person, firm or entity violating the terms and conditions of this Ordinance shall be subject to a fine as set forth in Section 1-108, of Chapter 1 of the Villa Park Municipal Code each and every day that the violation is allowed to exist. Each day that a violation exists constitutes a distinct and separate offense under the terms of this Ordinance. In addition, the corporate authority may take whatever action it deems appropriate to enforce the terms of this Ordinance, including an action for injunction. All attorney fees and costs incurred by the Village in enforcing the terms of this Ordinance shall be paid by the violator.

Section 5. Effective Date

This Ordinance shall be in full force and effect from and after its passage and approval and ten days after its publication in pamphlet form according to law.

Passed this _____ day of _____, 2023.

AYES: _____
NAYS: _____
ABSENT: _____

Approved this _____ day of _____, 2023.

Village President

Attest:

Village Clerk
Published in pamphlet form:
_____, 2023.

Ordinance No. _____

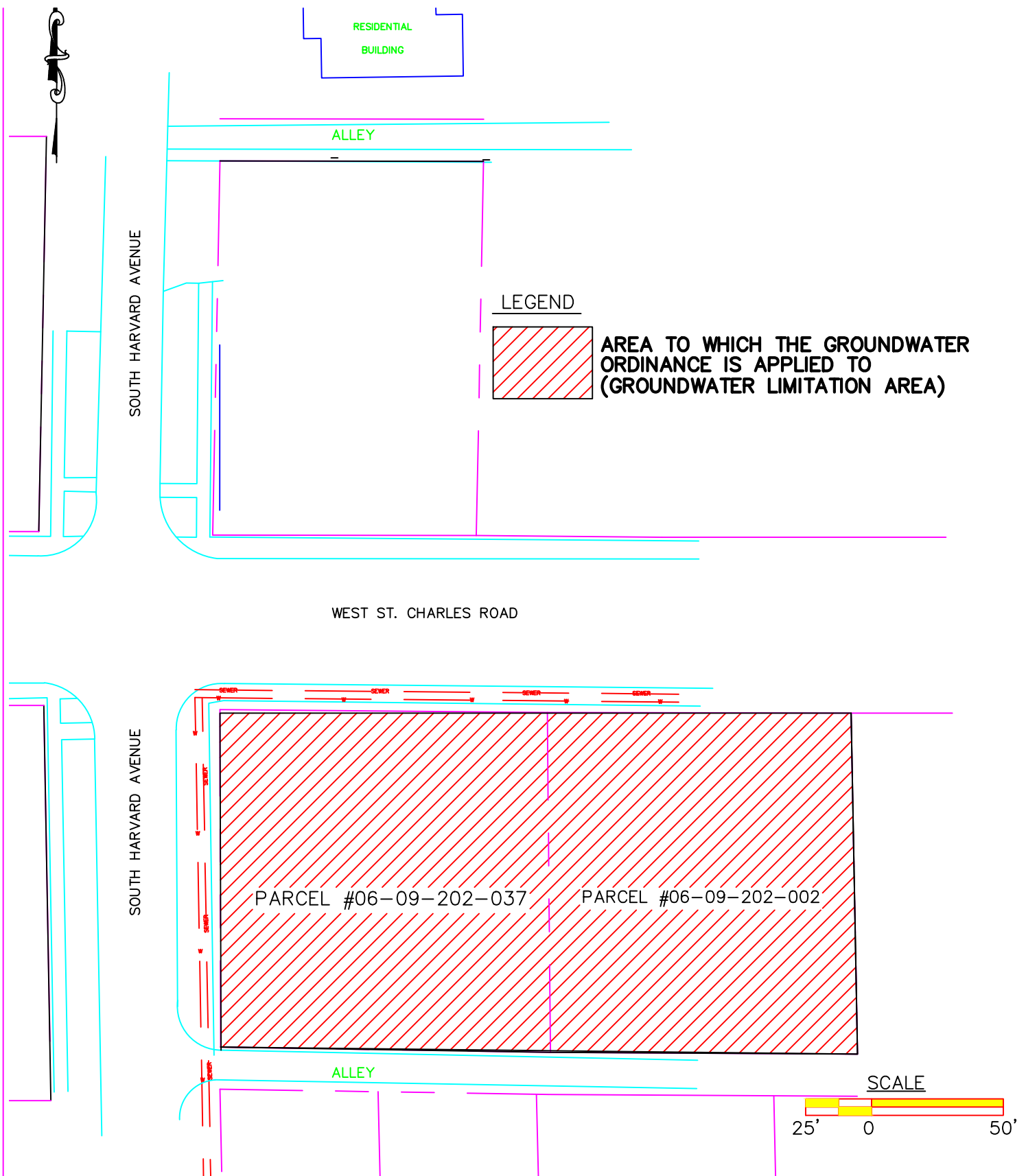
EXHIBIT A

Depiction of Area Subject to Groundwater Ordinance

Ordinance No. _____

EXHIBIT B

Legal Description of Area Subject to Groundwater Ordinance



PERRY ENVIRONMENTAL, INC.

Office:
2803 Old Rochester Road, Suite A (217) 523-5446 - Office
Springfield, IL 62703 (217) 523-4892 - Fax

GROUNDWATER ORDINANCE
AREA MAP

PLANS PREPARED FOR
CHARLEY'S AUTO SERVICE
VILLA PARK, ILLINOIS

REVISIONS

EXHIBIT A

DATE:
APRIL 2023

JOB NO.:
19-1009

FILE NAME:
ORDINANCE.DWG

**EXHIBIT B:
PROPERTIES INCLUDED IN
THE GROUNDWATER ORDINANCE**

Parcel Numbers:

06-09-202-037

06-09-202-002

LEGAL DESCRIPTION:

Beginning on the Northwest corner of parcel number 06-09-202-037, thence East along the North property line continuing to the Northeast corner of parcel number 06-09-202-002, thence South along the East property line to the Southeast corner of parcel number 06-09-202-002, thence West along the South property line to the Southwest corner of parcel number 06-09-202-037, thence North along West property line to the Point of Beginning.

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Michael Guerra

Submitting Department: Public Works

Item Type: Ordinances

Agenda Section: Ordinances

Subject:

Ordinance to Approve the Non-Exclusive Public Utility Easement Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless

Suggested Action:

This ordinance is for the sale of a eight-foot (8ft) easement along the southern property line of 729 N. Ardmore otherwise known as the Public Works Yard to Chicago SMSA Partnership d/b/a Verizon Wireless. This will allow Verizon to run a fiberoptic connection to their tower that is currently located on that property. The Village Board previously set the purchase price at \$3,000 for this easement in closed session. Staff recommends approval.

Attachments:

[Memo- Easement for Verizon.docx](#)

[Ordinance Authorizing the Execution of a Non-Exclusive Public Utility Agreement between Verizon and The Village of Villa Park..docx](#)

[Non-Exclusive Public Utility Easement Agreement -729 N. Ardmore - Clean 6.8.23.pdf](#)

[South Addison_Survey_11-18-202254.pdf](#)

Memo



To: Mathew Harline, Village Manager

From: Michael Guerra, P.E., Director of Public Works

A handwritten signature in black ink, appearing to read "Mike Guerra".

Date: June 8th, 2023

Re: Ordinance to Approve the Non-Exclusive Public Utility Easement Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless

The Village received a request to allow for Verizon to directional bore a fiber telecommunication line to its cellular tower located on the Village's property located at 729 N. Ardmore Ave, otherwise known as the Public Works Yard, in July of 2022. Due to the location of the cellular tower an easement is needed to allow them to bore fiber to the location. Staff has worked with Verizon on negotiation the location, size and easement language for the past year. The 8-foot easement along the south property line will allow them to have access to for their fiber and does not limit any use of the Villages property in the future. Due to the minimum impacts of the easement, staff supports the sale of easement to Verizon to allow them to help create a reliable cellular network that is utilized by several residents.

Recommendation:

Staff recommends approval of the sale of the easement to Chicago SMSA Limited Partnership, d/b/a Verizon Wireless.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A
NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT
BETWEEN CHICAGO SMSA LIMITED PARTNERSHIP D/B/A/
VERIZON WIRELESS AND THE VILLAGE OF VILLA PARK, ILLINOIS**

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village of Villa Park (“Village”) has the authority to improve and maintain public grounds, buildings and ways within its corporate limits; and

WHEREAS, the Village owns certain property commonly referred to as 729 N. Ardmore Ave, Villa Park, Illinois; and

WHEREAS, Chicago SMSA Limited Partnership d/b/a/ Verizon Wireless (“Verizon”) has requested an easement over, under, on and across a portion of the Village Property for the purpose of allowing Verizon access, construction, reconstruction, operation, maintenance, repair, replacement and existence of a telecommunication system; and

WHEREAS, pursuant to the Village’s authority, the Village desires to grant to Verizon a non-exclusive, permanent easement for the purpose of allowing Verizon access, construction, reconstruction, operation, maintenance, repair, replacement and existence of a telecommunication system on a portion of Village’s Property; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Villa Park, it is advisable, necessary and in the public interest that the Village of Villa Park enter into the *Non-Exclusive Public Utility Easement Agreement* with Verizon to grant a non-exclusive public utility easement on the Village Property subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, be it ordained by the Village President and the Board of Trustees of the Village of Villa Park, DuPage County, Illinois as follows:

Section 1: Preambles. The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and make the findings as hereinabove set forth.

Section 2: Approval of the Agreement. It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into the *Non-Exclusive Public Utility Easement Agreement* by and between Chicago SMSA Limited Partnership d/b/a Verizon Wireless and the Village of Villa Park.

Section 3: **Authorization to Execute the Agreement.** The Village President is hereby authorized to execute, and the Village Clerk to attest, the *Non-Exclusive Public Utility Easement Agreement* in substantially the form attached hereto and made a part hereof as Exhibit A, 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 4: **Authorization to Act.** 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: **Effective Date.** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this ____ day of _____ 2023.

VILLAGE OF VILLA PARK:

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

EXHIBIT “A”

NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

James E. Macholl
STORINO, RAMELLO & DURKIN
9501 West Devon Avenue
Suite 800
Rosemont, Illinois

ABOVE SPACE FOR RECORDER'S USE ONLY

NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT

This Non-Exclusive Public Utility Easement Agreement ("Agreement") is entered into this ____ day of _____, 2023, by and between Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("Grantee"), and the Village of Villa Park, an Illinois municipal corporation ("Grantor"). Grantee and Grantor are sometimes hereinafter referred to as the "Parties."

R E C I T A L S

WHEREAS, Grantee, operates and maintains a telecommunication system within the Village of Villa Park; and

WHEREAS, Grantor is the fee simple owner of the real estate commonly referred to as 729 N. Ardmore Ave, Villa Park, Illinois and legally described on Exhibit A, attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, for the purpose of constructing, operating, repairing, replacing and maintaining a telecommunication system (the "Public Utility") on a portion of Grantor's Property, Grantee requires from Grantor a permanent non-exclusive easement to access, construct, repair, maintain, own and operate the Public Utility to be constructed upon, under and through the easement area, as hereinafter more fully described; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive, permanent easement for the access construction, reconstruction, operation, maintenance, repair, replacement and existence of the Public Utility.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth.

2. Grant of Non-Exclusive Perpetual Easement. Grantor hereby grants to Grantee, and Grantee's officers, agents, representatives, employees, contractors, subcontractors, material suppliers, successors and assigns, a non-exclusive perpetual easement (the "Perpetual Easement") over, under, on and across that portion of Grantor's Property, which is described in Exhibit B for the existence of, and the right, privilege and authority to enter upon the Permanent Easement, from time to time, in order to construct, reconstruct, inspect, repair, maintain, operate, and replace Public Utility.

3. Easement Conditions. The Perpetual Easement, together with any ancillary rights given by Grantor under this Agreement (the "Easement Premises"), shall be subject to the following conditions:

- (a) Grantor reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to Grantee under this Agreement;
- (b) Grantee shall notify Grantor not less than five (5) days prior to commencement of any excavation, construction, repair, maintenance or other work or activity on the Easement Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to avoid any material interference with Grantor's use of Grantor's Property;
- (c) All construction or other work or activity by any entity within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws;
- (d) Grantee shall be responsible for the payment of all costs associated with any work or activity performed on the Easement Premises pursuant to the grants of easement set forth in Paragraph 2 above.
- (e) Grantee shall restore the surface of the Easement Premises to the condition which existed immediately prior to the beginning of any work or activity performed on the Easement Premises pursuant to the grant of easement set forth in Paragraph 2 above ("Restorative Work"). Within a reasonable time after Grantee's notice to Grantor of completion of the Restorative Work, the Parties shall together inspect the Restorative Work, and Grantor shall deliver to Grantee, written approval of the Restorative Work, such approval not to be unreasonably withheld.
- (f) No permanent buildings or structures shall be constructed or placed on the Easement Premises by the Grantor.
- (g) Shrubs, landscaping and other purposes that do not interfere with the operation and maintenance of the Public Utility may be maintained on the Easement

Premises by the Grantor.

4. Indemnification. To the fullest extent permitted by law, Grantee hereby agrees to defend, indemnify and hold harmless Grantor, its officials, agents and employees, against all mechanics liens, injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against Grantor, its officials, agents and employees arising in whole or in part or in consequence of Grantee's installation of the Public Utility, and construction, reconstruction, inspection, replacement maintenance operation and repair of the Public Utility by Grantee, its contractors, subcontractors, officers, agents, employees, material suppliers, successors and assigns, or which may in anywise result therefore, except that arising out of the sole legal cause of Grantor, its agents or employees, Grantee 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 Grantor, its officials, agents and employees, in any such action, Grantee shall, at its own expense, satisfy and discharge the same. Grantee expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Grantor, their officials, agents and employees as herein provided.

5. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Easement Premises, resulting from Grantee's installation, maintenance, repair, replacement, construction and operation of the Public Utility. Grantee shall indemnify, defend and hold harmless Grantor and the Easement Premises from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee and, in the event that any such lien shall arise or accrue against Grantor or the Easement Premises, Grantee shall promptly take action to remove and clear any lien upon notice thereof.

6. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

7. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

8. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

9. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronically submitted (via email) copies of this executed Agreement shall be effective and conclusive proof of execution for all purposes.

12. Binding Effect. This Agreement shall be recorded in the public records of DuPage County, Illinois to evidence the agreements made hereunder; which agreements shall be perpetual and shall run with and bind land and shall inure to the benefit of Grantor and Grantee, and their respective grantees, successors and assigns.

13. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties is carried out.

14. Authority. Each of the Parties hereto hereby represents and warrants to the other that the execution and delivery of this Agreement by the representing and warranting party has been duly authorized, that this Agreement has been validly executed and delivered by such party, and that this Agreement is binding upon such party in accordance with its terms.

Dated as of _____, 2023.

GRANTEE:

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

GRANTOR:

VILLAGE OF VILLA PARK, an Illinois
municipal corporation

By: _____
Nick Cuzzone, Village President

ATTEST:

By: _____
Hosanna Korynecky, Village Clerk

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that _____, the _____ of Cellco Partnership, the General Partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and, as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Cellco Partnership, the General Partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Nick Cuzzzone, President of the Village of Villa Park, and Hosanna Korynecky, Village Clerk of the Village of Villa Park, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and, as such President and Village Clerk, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village of Villa Park for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

EXHIBIT A

A PART OF LOTS TWENTY-SEVEN, TWENTY-EIGHT AND TWENTY-NINE (29) OF SUBURB HILL SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION THREE (3), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

ADDRESS: 20 S. ARDMORE, VILLA PARK, ILLINOIS 60181

PIN NO.: 06-03-102-021

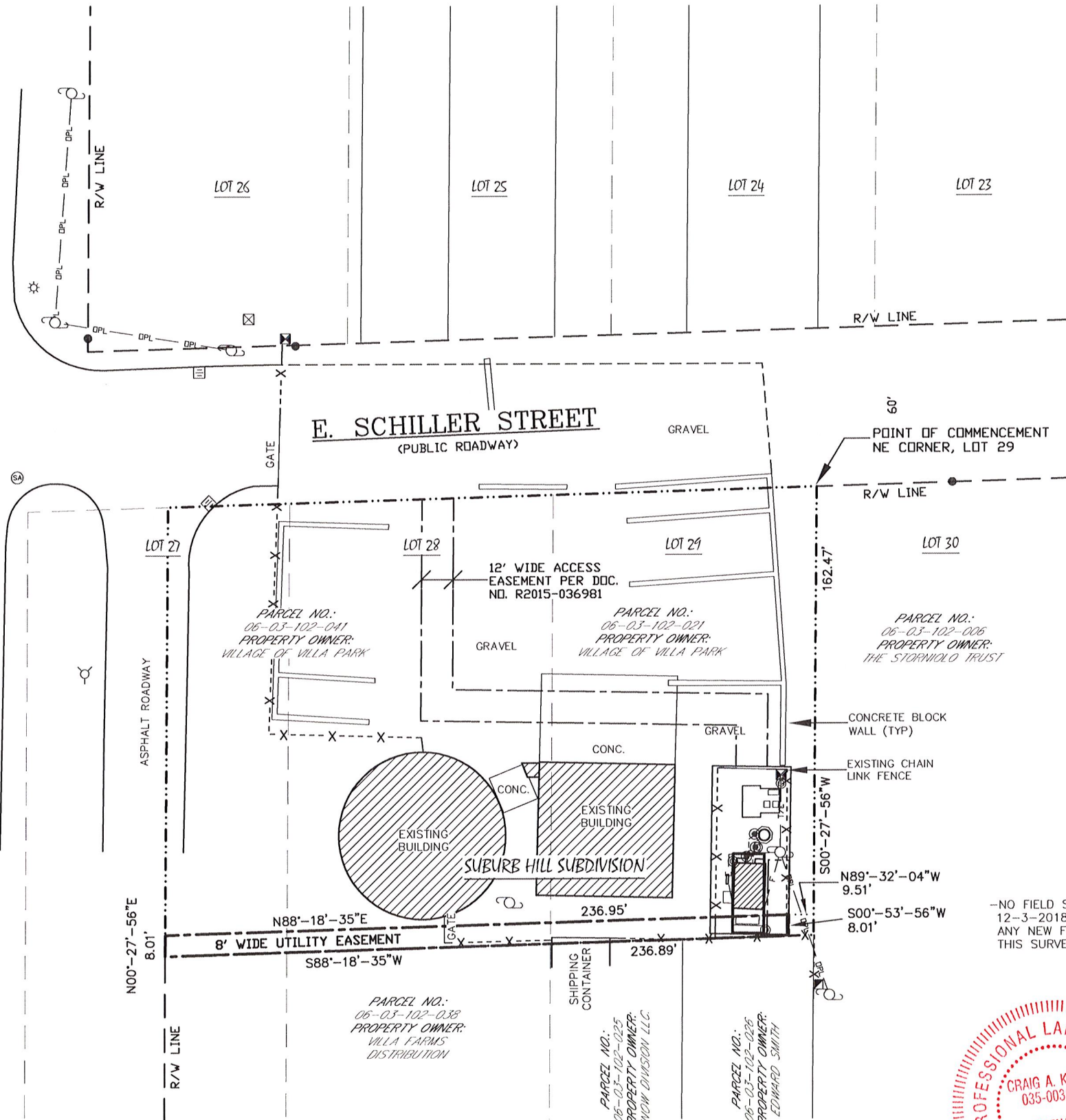
EXHIBIT "B"

A PART OF LOTS TWENTY-SEVEN, TWENTY EIGHT AND TWENTY-NINE (29) OF SUBURB HILL SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION THREE (3), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS CONTAINING 1895 SQUARE FEET (0.044 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 29, THENCE S00°-27'-56"W 162.47 FEET ALONG THE EAST LINE OF SAID LOT 29; THENCE N89°-32'-04"W 9.51 FEET TO THE POINT OF BEGINNING; THENCE S00°-53'-56"W 8.01 FEET; THENCE S88°-18'-35W 236.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N. ARDMORE AVENUE; THENCE N00°-27'-56" 8.01 FEET ALONG SAID EAST RIGHT OF WAY LINE, THENCE N88°-18'-35"E 236.95 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD AND RESTRICTIONS OF RECORD.

N. ARDMORE AVENUE
(PUBLIC ROADWAY)

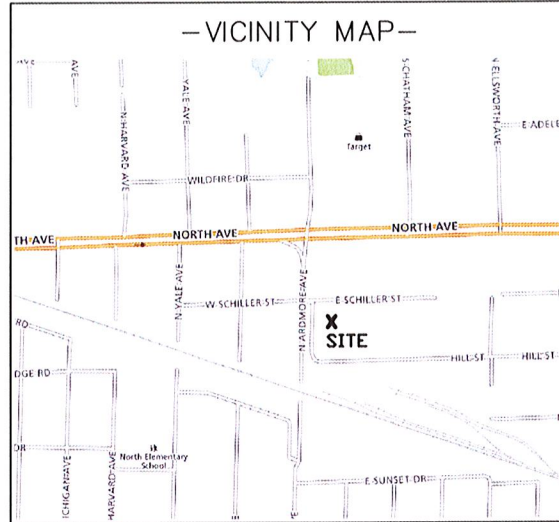
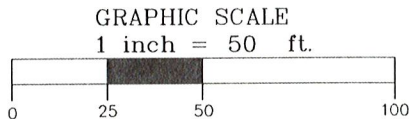
CALL JULIE
1(800) 892-0123
OR 811
OPERATES 24 HOURS A
DAY 365 DAYS A YEAR



LESSEE'S 8 FOOT WIDE UTILITY EASEMENT

A part of Lots Twenty-Seven, Twenty-Eight and Twenty-Nine (29) of Suburb Hill Subdivision, located in the Northwest Quarter (NW1/4) of Section Three (3), Township Thirty-Nine (39) North, Range Eleven (11) East of the Third Principle Meridian, DuPage County, Illinois containing 1895 square feet (0.044 acres) of land and being described by:

Commencing at the Northeast corner of said Lot 29; thence S00°-27'-56"W 162.47 feet along the east line of said Lot 29; thence N89°-32'-04"W 9.51 feet to the point of beginning; thence S00°-53'-56"W 8.01 feet; thence S88°-18'-35"W 236.89 feet to a point on the East Right of Way line of N. Ardmore Avenue; thence N00°-27'-56"E 8.01 feet along said East Right of Way line; thence N88°-18'-35"E 236.95 feet to the point of beginning, being subject to any and all easements and restrictions of record and restrictions of record.



-LEGEND-

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- = 6" NAIL SET
- ⊙ = EXISTING POWER POLE
- ⊠ = ELECTRIC TRANSFORMER
- ⊞ = ELECTRIC METER
- ⊛ = LIGHT POLE
- ⊙ = GROUNDING PORT
- ⊙ = METAL POST
- ⊙ = FIRE HYDRANT
- ⊙ = STORM INLET
- ⊙ = SANITARY MANHOLE
- DPL — DPL — OVERHEAD ELECTRIC
- E — E — BURIED ELECTRIC
- T/E — T/E — BURIED ELEC. & TELE.
- F — F — BURIED FIBER OPTIC LINE
- — — — — = PROPERTY LINE

-NO FIELD SURVEY WORK HAS BEEN PERFORMED SINCE 12-3-2018. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY NEW FEATURE OR IMPROVEMENTS NOT SHOWN ON THIS SURVEY.



SURVEYOR'S CERTIFICATE

I, Craig A. Keach, ILLINOIS Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 18th day of NOVEMBER, 2022.

Craig A. Keach
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 035-003528
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184 006959
LICENSE EXPIRES APRIL 30, 2023

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SURVEYED FOR:



600 Busse Highway
Park Ridge, IL 60068
OFFICE: (847) 698-6400
FAX: (678) 444-4472

SURVEYED FOR:



1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN
SURVEYING, LLC

N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
SOUTH ADDISON

SITE NUMBER:
XX

SITE ADDRESS:
20 S. ARDMORE AVE.
VILLA PARK, IL 60181

PROPERTY OWNER: TOWER OWNER:
VILLAGE OF CROWN CASTLE
VILLA PARK 2000 CORPORATE DR.
20 S. ARDMORE AVE. CANONSBURG, PA 15317
VILLA PARK, IL 60181

PARCEL NO.: 06-03-102-021

ZONED: M-1 LIGHT INDUSTRIAL

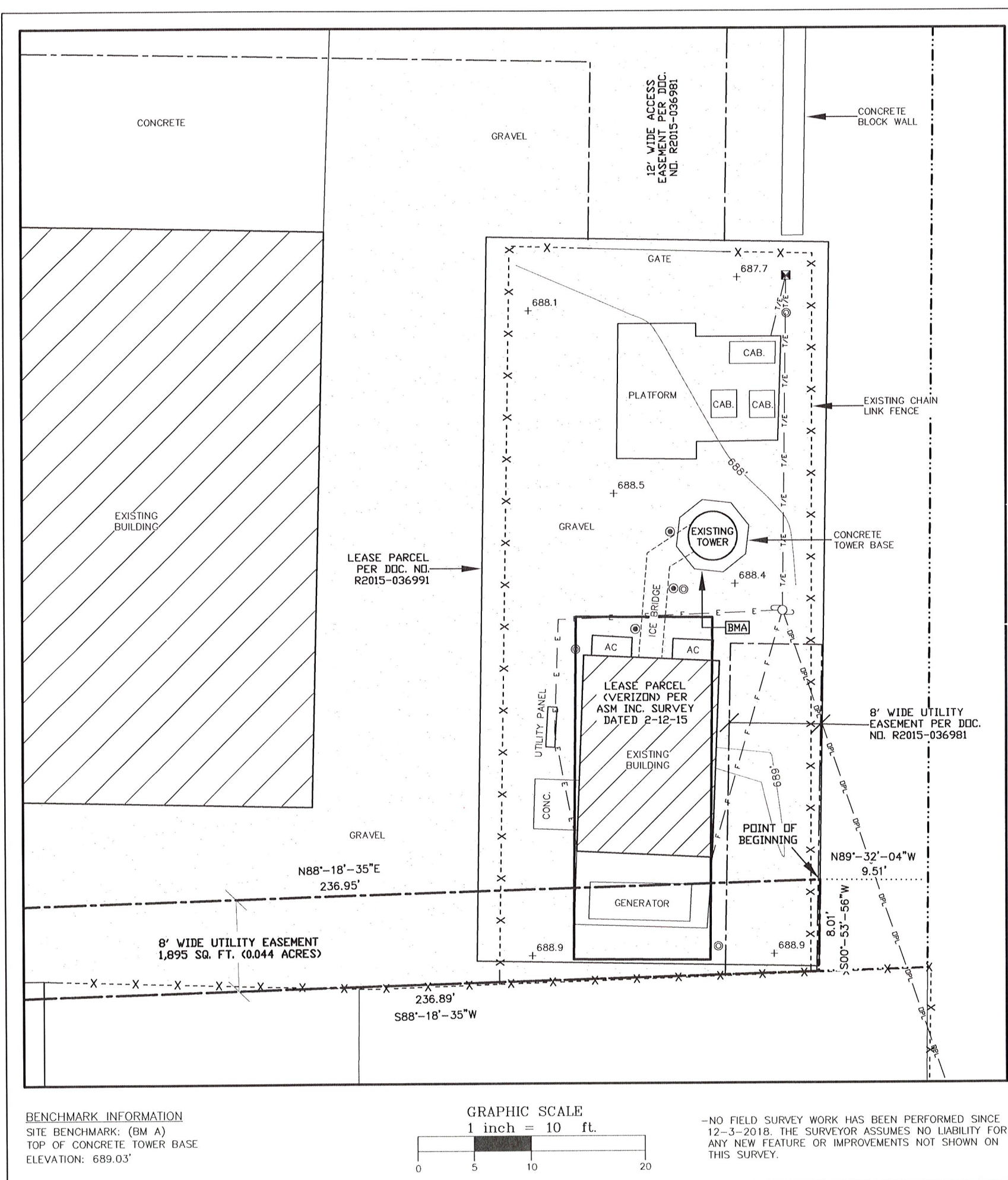
DEED REFERENCE:
DOCUMENT NO. R75-39140

AS-BUILT SURVEY

FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
A PART OF THE SUBURB HILL SUBDIVISION
LOCATED IN THE NW1/4,
SECTION 3, T.39N., R.11E., OF THE
3rd P.M., DUPAGE COUNTY, ILLINOIS

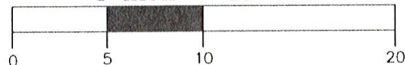
NO.	DATE	DESCRIPTION	BY
2	11/18/22	Added Utility Easement	JD
1	12/17/18	Preliminary Survey	JB

DRAWN BY: J.B.	FIELD WORK DATE: 12-3-18
CHECKED BY: C.A.K.	FIELD BOOK: M-50, PG.23
JOB NO.: 10790	SHEET 1 OF 3



BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
TOP OF CONCRETE TOWER BASE
ELEVATION: 689.03'

GRAPHIC SCALE
1 inch = 10 ft.



-NO FIELD SURVEY WORK HAS BEEN PERFORMED SINCE 12-3-2018. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY NEW FEATURE OR IMPROVEMENTS NOT SHOWN ON THIS SURVEY.

SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-JULIE TICKET NO. X003320402.

-PRIVATE UTILITIES MARKED ON 12-3-2018.

-NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OR NONEXISTENCE OF RECORDED OR UNRECORDED EASEMENTS HAS BEEN COMPLETED AS PART OF THIS SURVEY.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

FEMA NOTE:

-ACCORDING TO FEDERAL EMERGENCY AGENCY MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", COMMUNITY PANEL NO. 17043C0602H, DATED DECEMBER 16 2004, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN".

WETLAND NOTE:

-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

-LEGEND-

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- = 6" NAIL SET
- ⊕ = EXISTING POWER POLE
- ⊞ = ELECTRIC TRANSFORMER
- ⊞ = ELECTRIC METER
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- ⊞ = METAL POST
- ⊞ = FIRE HYDRANT
- ⊞ = STORM INLET
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- DPL — DPL — = OVERHEAD ELECTRIC
- E — E — = BURIED ELECTRIC
- T/E — T/E — = BURIED ELEC. & TELE.
- F — F — = BURIED FIBER OPTIC LINE
- - - - - = PROPERTY LINE

BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83/2011) - EAST ZONE



SURVEYOR'S CERTIFICATE

I, Craig A. Keach, ILLINOIS Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 18th day of NOVEMBER 2022.

Craig A. Keach

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 035-003528
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.006959
LICENSE EXPIRES APRIL 30, 2023

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SURVEYED FOR:



600 Busse Highway
Park Ridge, IL 60068
OFFICE: (847) 698-6400
FAX: (678) 444-4472

SURVEYED FOR:



1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN

SURVEYING, LLC

N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
SOUTH ADDISON

SITE NUMBER:
XX

SITE ADDRESS:
20 S. ARDMORE AVE.
VILLA PARK, IL 60181

PROPERTY OWNER: TOWER OWNER:
VILLAGE OF CROWN CASTLE
VILLA PARK 2000 CORPORATE DR.
20 S. ARDMORE AVE. CANONSURG, PA 15317
VILLA PARK, IL 60181

PARCEL NO.: 06-03-102-021

ZONED: M-1 LIGHT INDUSTRIAL

DEED REFERENCE:
DOCUMENT NO. R75-39140

AS-BUILT SURVEY

FOR
VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a VERIZON WIRELESS
A PART OF THE SUBURB HILL SUBDIVISION
LOCATED IN THE NW1/4,
SECTION 3, T.39N., R.11E., OF THE
3rd P.M., DUPAGE COUNTY, ILLINOIS

NO.	DATE	DESCRIPTION	BY
2	11/18/22	Added Utility Easement	JD
1	12/17/18	Preliminary Survey	JB

DRAWN BY: J.B.	FIELD WORK DATE: 12-3-18
CHECKED BY: C.A.K.	FIELD BOOK: M-50, PG.23
JOB NO.: 10790	SHEET 2 OF 3

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Suzanne McVey

Submitting Department: Police Department

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois Waiving the Bidding Requirements and Approving a Five-Year Purchase Agreement with Axon Enterprise, Inc. for the Purchase and Police Body Worn Cameras and Related Equipment and Services in a Total Amount Not To Exceed \$261,200.06.

Suggested Action:

The Police Department is seeking to enter into a five-year agreement with Axon Enterprise, Inc. to provide body worn cameras, video storage, video redaction, supplies, equipment, warranty and training. Per 50 ILCS 706 Law Enforcement Body Worn Camera Act, the Village must employ the use of officer-worn cameras by January 1, 2025. The Department is seeking to purchase fifty (50) body worn cameras which includes equipment for all full and part-time officers, community service officers, Chief, and Deputy Chiefs. A waiver of bids is required due to Axon Enterprise, Inc. being a sole source provider of technology. The budgetary impact for calendar year 2023 for the initial purchase, implementation and training is \$86,490. Calendar years 2024 through 2027 will have an annual cost of \$43,678 for a total contract price of \$261,201. Staff recommends approval of this resolution.

Financial Impact:

Total financial impact over a five year term is not to exceed \$261,201. The initial purchase price of \$86,490 for calendar year 2023. The remaining calendar years of 2024, 2025, 2026 and 2027 will have an amount not to exceed of \$43,678 annually.

Attachments:

[Axon BWC Agenda Memo.docx](#)

[RESO - Approving Agreement with Axon Enterprise, Inc. for Purchase of Body Worn Cameras and Related Services and Equipment.docx](#)

[Q-419299-45071.923MM.pdf](#)

[Sole Source_Axon Camera.pdf](#)



MICHAEL RIVAS
Chief of Police

DANIEL McCANN
Deputy Chief of Police

**

TODD KUBISH
Deputy Chief of Police

DEPARTMENT OF POLICE VILLAGE OF VILLA PARK

40 SOUTH ARDMORE AVE, VILLA PARK, IL 60181



ADMINISTRATIVE
(630) 834-7447

FAX
(630) 834-8507

www.invillapark.com

AGENDA MEMO

Village Board Meeting – June 12, 2023

ISSUE:

Should the Village Board approve the purchase of body worn cameras, software and required equipment with Axon Enterprises, Inc.

DISCUSSION:

The Villa Park Police Department has been researching body worn camera equipment in preparation to fulfill an unfunded State mandate, passed under the Safe-T-Act. Municipal Police Departments our size must outfit each officer with a body worn camera by January 1, 2025 per the new law, 50 ILCS 706 – Law Enforcement Body Worn Camera Act.

The staff is fully supportive of the body worn camera program. There are many benefits in moving forward with the purchase of new body worn cameras in advance of the timeframe established by the State. Communities expect their departments to be transparent and have the ability to keep current with technology and best practices.

In May, 2021 the department purchased (24) Watch-Guard body cameras to be shared among the officers. During the process, Motorola purchased Watch-Guard. In March, 2022 we received the body cameras and placed them into service. Since then, the department has experienced serious technical issues and battery problems with the body cameras. Motorola support has not been able to rectify the issues.

Based on our trial, evaluations, research, and networking with other departments utilizing body camera systems, we believe Axon body cameras and redaction software is the best option for our department. Axon videos are stored in their secured cloud-based software system. Storage on the cloud vs. our local server will reduce staff time as multiple requests from the prosecutor, court system and FOIA requests can be expedited by sharing videos via a cloud link. Axon uses Evidence.com for video storage access, which allows other digital evidence storage as well. The prosecutor's office will have access to Evidence.com for quick access to evidence on pending cases. Axon's professional redaction program will allow staff to save time on blurring out faces and/or license plates being released on FOIA requests. Axon



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cameras will also sync with other towns that utilize Axon. If a Villa Park officer is on scene with another agency with the same Axon system, the videos can be shared and linked to the home agencies.

Lombard Police Department is currently utilizing Axon body cameras and mobile cameras with all positive reviews on the system. Addison Police Department is in the process of ordering Axon body cameras and mobile cameras. Elmhurst Police Department and Oakbrook Terrace Police Department are in the planning stages to purchase Axon cameras. Several other departments in DuPage County, including Wheaton, Glendale Heights, Roselle and West Chicago are currently utilizing Axon body cameras with all positive reviews on the system. Chicago Police Department utilizes Axon body cameras as well.

The police department currently utilizes Axon tasers. Axon has the technology to activate the body camera when a taser or firearm is deployed. Axon is the only vendor that offers this option. Axon Enterprises, Inc. is also the sole provider for several other components, see Exhibit A.

The department currently maintains plate reader alerting software through Flock Safety, Inc. The Axon mobile camera system has the ability to sync and automatically scan license plates into the Flock alerting system. If this purchase for Axon body cameras is approved, the department would move forward in the future to replace mobile camera units with Axon mobile cameras.

COST:

The department received the attached quote from Axon Enterprises, Inc. which includes a 5-year plan for (50) Axon body worn cameras, software and required equipment. The initial purchase and implementation of the system would cost \$86,490 for the year 2023 with (4) additional annual payments of 43,678 from 2024-2027.

Total project cost over (5) year period: \$261,201

Funds for this purchase are available in the police department Capital Outlay budget, see chart below.

AXON PAYMENT PLAN:

2023 INITIAL PURCHASE	FUNDING	AMOUNT
(50) Body Worn Cameras, Equipment, cloud service and warranty	Capital Outlay 10.520.09.401	\$86,490



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2024-2027 ANNUAL PAYMENTS	FUNDING	AMOUNT
(50) Body Worn Cameras, Equipment, cloud service and warranty	Police Budget – Other Contractual Services 10.520.09.299 (increase starting in 2024)	\$43,678

RECOMMENDATION:

That the Village Board waive the formal bidding process and pass this resolution approving the purchase of body worn cameras, software and required equipment from Axon Enterprises, Inc.

If approved, the department will plan and request approval for the purchase of Axon mobile cameras in the near future.

Information on the Axon Body Camera 3 can be viewed here: <https://www.axon.com/products/axon-body-3>

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING A FIVE-YEAR PURCHASE
AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE PURCHASE OF POLICE
BODY WORN CAMERAS AND RELATED EQUIPMENT AND SERVICES
IN A TOTAL AMOUNT NOT TO EXCEED \$261,200.06**

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

WHEREAS, The Illinois Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706) requires municipal police departments our size to equip police officers with body worn cameras by January 1, 2025; and

WHEREAS, the Village’s Police Department staff, through trial, experience and networking has evaluated body cameras from different vendors, and

WHEREAS, Axon Enterprises, Inc., of Scottsdale, Arizona (“Axon”), issued the Village a proposal on May 25, 2023, for the Village’s purchase of body worn cameras and related hardware, software, services and warranties for the Village’s Police Department, pursuant to a five-year Master Services and Purchasing Agreement, in a total amount not to exceed Two Hundred Sixty-One Thousand Two Hundred and 06/100 (\$261,200.06) Dollars; and

WHEREAS, Axon has sole provider technology to activate a body worn camera when an Axon taser or firearm is deployed and provides the integration of Flock Safety license plate readers and software with current Flock Safety systems currently utilized by the Village’s Police Department; 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

Resolution No.: _____

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 a five-year Master Services and Purchasing Agreement with Axon Enterprises, Inc., for the purchase of body worn cameras and related hardware, software, services and warranties for the Village's Police Department.

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 hereby approve the five-year Master Services and Purchasing Agreement with Axon Enterprises, Inc. for the purchase of body worn cameras and related hardware, software, services and warranties for the Village's Police Department, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Agreement").

Section 3: That the corporate authorities of the Village hereby approve the Agreement and the Village Manager is hereby authorized and directed to execute the Agreement, and all necessary forms and documents to effectuate the terms thereof, on behalf of the Village of Villa Park.

Resolution No.: _____

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

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023

Nick Cuzzone, Village President

Attest: _____
Hosanna Korynecky, Village Clerk

EXHIBIT A

Master Services and Purchase Agreement with Axon Enterprise, Inc.

Resolution No.: _____



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-419299-45071.924MM

Issued: 05/25/2023

Quote Expiration: 08/15/2023

Estimated Contract Start Date: 07/15/2023

Account Number: 150181

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice;Other-40 S Ardmore Ave 40 S Ardmore Ave Villa Park, IL 60181-2610 USA	Villa Park Police Department - IL 40 S Ardmore Ave Villa Park IL 60181-2610 USA Email:	Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Dan McCann Phone: (630) 834-7447 Email: dmccann@inwillapark.com Fax: (630) 941-5937

Quote Summary

Program Length	60 Months
TOTAL COST	\$261,200.06
ESTIMATED TOTAL W/ TAX	\$261,200.06

Discount Summary

Average Savings Per Year	\$8,359.59
TOTAL SAVINGS	\$41,797.94

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$36,488.34	\$0.00	\$36,488.34
Jun 2024	\$43,677.68	\$0.00	\$43,677.68
Jun 2025	\$43,677.68	\$0.00	\$43,677.68
Jun 2026	\$43,677.68	\$0.00	\$43,677.68
Jun 2027	\$43,677.68	\$0.00	\$43,677.68
Total	\$261,200.06	\$0.00	\$261,200.06

Resolution No.: _____

Quote Unbundled Price: \$302,998.00
 Quote List Price: \$279,532.00
 Quote Subtotal: \$261,200.06

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	60	\$72.24	\$34.96	\$31.89	\$11,480.40	\$0.00	\$11,480.40
BWCamTAP	Body Worn Camera TAP Bundle	49	60	\$35.88	\$32.50	\$29.90	\$87,906.00	\$0.00	\$87,906.00
A la Carte Hardware									
AB3C	AB3 Camera Bundle	49			\$749.00	\$689.08	\$33,764.92	\$0.00	\$33,764.92
AB3IMBD	AB3 Multi Bay Dock Bundle	6			\$1,639.90	\$1,507.79	\$9,046.74	\$0.00	\$9,046.74
A la Carte Software									
73693	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	60		\$0.55	\$0.51	\$30,360.00	\$0.00	\$30,360.00
73692	AUTO TAGGING LICENSE	49	60		\$9.00	\$8.28	\$24,343.20	\$0.00	\$24,343.20
BasicLicense	Basic License Bundle	48	60		\$15.00	\$14.95	\$43,056.00	\$0.00	\$43,056.00
ProLicense	Pro License Bundle	4	60		\$39.00	\$38.87	\$6,328.80	\$0.00	\$6,328.80
A la Carte Services									
85144	AXON STARTER	1			\$9,950.00	\$9,154.00	\$9,154.00	\$0.00	\$9,154.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$2,760.00	\$2,760.00	\$0.00	\$2,760.00
Total							\$261,200.06	\$0.00	\$261,200.06

Resolution No.: _____

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	54	06/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	49	06/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	06/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	54	06/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY. EVIDENCE COM DOCK	6	06/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	6	06/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	6	06/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	6	12/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	50	12/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	6	06/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	50	06/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	48	07/15/2023	07/14/2026
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	48	07/15/2023	07/14/2026
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	07/15/2023	07/14/2026
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	07/15/2023	07/14/2026
A la Carte	73682	AUTO TAGGING LICENSE	49	07/15/2023	07/14/2026
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	07/15/2023	07/14/2026

Services

Bundle	Item	Description	QTY
A la Carte	75999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	6	07/15/2023	07/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	49	07/15/2023	07/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	07/15/2023	07/14/2028

Resolution No.: _____

Payment Details

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	7382	AUTO TAGGING LICENSE	49	\$4,888.64	\$0.00	\$4,888.64
Year 1	7383	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 1	7999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 1	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 1	AB3C	AB3 Camera Bundle	49	\$33,764.92	\$0.00	\$33,764.92
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	6	\$9,046.74	\$0.00	\$9,046.74
Year 1	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 1	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76
Total				\$86,489.34	\$0.00	\$86,489.34

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	49	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	7382	AUTO TAGGING LICENSE	49	\$4,888.64	\$0.00	\$4,888.64
Year 2	7383	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 2	7999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 2	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 2	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 2	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76
Total				\$43,677.68	\$0.00	\$43,677.68

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	7382	AUTO TAGGING LICENSE	49	\$4,888.64	\$0.00	\$4,888.64
Year 3	7383	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 3	7999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 3	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 3	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 3	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76

Resolution No.: _____

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$43,677.88	\$0.00	\$43,677.88

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	7362	AUTO TAGGING LICENSE	49	\$4,868.64	\$0.00	\$4,868.64
Year 4	7363	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 4	7999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 4	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 4	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 4	BW/Cam/MBD/TAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 4	BW/Cam/TAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 4	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76
Total				\$43,677.88	\$0.00	\$43,677.88

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	7362	AUTO TAGGING LICENSE	49	\$4,868.64	\$0.00	\$4,868.64
Year 5	7363	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 5	7999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 5	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 5	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 5	BW/Cam/MBD/TAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 5	BW/Cam/TAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 5	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76
Total				\$43,677.88	\$0.00	\$43,677.88

Resolution No.: _____

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Resolution No.: _____

Signature

Date Signed

5/25/2023



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Q419299.45071.924MM



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-419299-45071.924MM

Issued: 05/25/2023

Quote Expiration: 06/15/2023

Estimated Contract Start Date: 07/15/2023

Account Number: 150181

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice;Other-40 S Ardmore Ave 40 S Ardmore Ave Villa Park, IL 60181-2610 USA	Villa Park Police Department - IL 40 S Ardmore Ave Villa Park IL 60181-2610 USA Email:	Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Dan McCann Phone: (630) 834-7447 Email: dmccann@invillapark.com Fax: (630) 941-5937

Quote Summary

Program Length	60 Months
TOTAL COST	\$261,200.06
ESTIMATED TOTAL W/ TAX	\$261,200.06

Discount Summary

Average Savings Per Year	\$8,359.59
TOTAL SAVINGS	\$41,797.94

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$86,489.34	\$0.00	\$86,489.34
Jun 2024	\$43,677.68	\$0.00	\$43,677.68
Jun 2025	\$43,677.68	\$0.00	\$43,677.68
Jun 2026	\$43,677.68	\$0.00	\$43,677.68
Jun 2027	\$43,677.68	\$0.00	\$43,677.68
Total	\$261,200.06	\$0.00	\$261,200.06

Quote Unbundled Price:	\$302,998.00
Quote List Price:	\$279,532.00
Quote Subtotal:	\$261,200.06

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	60	\$72.24	\$34.66	\$31.89	\$11,480.40	\$0.00	\$11,480.40
BWCamTAP	Body Worn Camera TAP Bundle	49	60	\$35.88	\$32.50	\$29.90	\$87,906.00	\$0.00	\$87,906.00
A la Carte Hardware									
AB3C	AB3 Camera Bundle	49			\$749.00	\$689.08	\$33,764.92	\$0.00	\$33,764.92
AB3MBD	AB3 Multi Bay Dock Bundle	6			\$1,638.90	\$1,507.79	\$9,046.74	\$0.00	\$9,046.74
A la Carte Software									
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	60		\$0.55	\$0.51	\$30,360.00	\$0.00	\$30,360.00
73682	AUTO TAGGING LICENSE	49	60		\$9.00	\$8.28	\$24,343.20	\$0.00	\$24,343.20
BasicLicense	Basic License Bundle	48	60		\$15.00	\$14.95	\$43,056.00	\$0.00	\$43,056.00
ProLicense	Pro License Bundle	4	60		\$39.00	\$38.87	\$9,328.80	\$0.00	\$9,328.80
A la Carte Services									
85144	AXON STARTER	1			\$9,950.00	\$9,154.00	\$9,154.00	\$0.00	\$9,154.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$2,760.00	\$2,760.00	\$0.00	\$2,760.00
Total							\$261,200.06	\$0.00	\$261,200.06

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	54	06/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	49	06/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	06/15/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	54	06/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	6	06/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	6	06/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	6	06/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	6	12/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	50	12/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	6	06/15/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	50	06/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	48	07/15/2023	07/14/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	48	07/15/2023	07/14/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	07/15/2023	07/14/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	07/15/2023	07/14/2028
A la Carte	73682	AUTO TAGGING LICENSE	49	07/15/2023	07/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	07/15/2023	07/14/2028

Services

Bundle	Item	Description	QTY
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	6	07/15/2023	07/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	49	07/15/2023	07/14/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	07/15/2023	07/14/2028

Payment Details

Jun 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73682	AUTO TAGGING LICENSE	49	\$4,868.64	\$0.00	\$4,868.64
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 1	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 1	AB3C	AB3 Camera Bundle	49	\$33,764.92	\$0.00	\$33,764.92
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	6	\$9,046.74	\$0.00	\$9,046.74
Year 1	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 1	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76
Total				\$86,489.34	\$0.00	\$86,489.34

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	49	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73682	AUTO TAGGING LICENSE	49	\$4,868.64	\$0.00	\$4,868.64
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 2	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 2	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 2	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76
Total				\$43,677.68	\$0.00	\$43,677.68

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73682	AUTO TAGGING LICENSE	49	\$4,868.64	\$0.00	\$4,868.64
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 3	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 3	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 3	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$43,677.68	\$0.00	\$43,677.68

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73682	AUTO TAGGING LICENSE	49	\$4,868.64	\$0.00	\$4,868.64
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 4	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 4	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 4	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76
Total				\$43,677.68	\$0.00	\$43,677.68

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73682	AUTO TAGGING LICENSE	49	\$4,868.64	\$0.00	\$4,868.64
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$6,072.00	\$0.00	\$6,072.00
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$552.00	\$0.00	\$552.00
Year 5	85144	AXON STARTER	1	\$1,830.80	\$0.00	\$1,830.80
Year 5	BasicLicense	Basic License Bundle	48	\$8,611.20	\$0.00	\$8,611.20
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	6	\$2,296.08	\$0.00	\$2,296.08
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	49	\$17,581.20	\$0.00	\$17,581.20
Year 5	ProLicense	Pro License Bundle	4	\$1,865.76	\$0.00	\$1,865.76
Total				\$43,677.68	\$0.00	\$43,677.68

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/25/2023





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April 24, 2023

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search



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Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



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- interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure



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- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats



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Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable



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password complexity, IP-based access restrictions, and multi-factor authentication support

- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance



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Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash



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- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528



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- Axon Flex 2 Camera (offline) Model: 11529
- 3. Axon Flex 2 Controller Model: 11532
- 4. Axon Flex 2 USB Sync Cable Model: 11534
- 5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
- 6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
- 7. Universal Helmet Mount Model: 11548
- 8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
- 9. Axon Body 2 Camera Model: 74001
- 10. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
- 11. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Mini MOLLE Mount, Axon RapidLock Model: 11703
 - Belt Clip Mount, Axon RapidLock Model: 11509
- 12. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
- 13. Axon Signal Unit Model: 70112



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14. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

15. Axon Signal Performance Power Magazine (SPPM) Model: 70116

16. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training



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content, and VR training.

10. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
11. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

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**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement Energy Weapon Products and On-Officer Cameras (United States)
(Effective April 24, 2023)**

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER energy weapons, on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the Axon brand products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

Axon warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Energy weapon cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ Axon-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Axon warrants that its Axon Signal Sidearm is free from defects in workmanship and materials for a period of 30-MONTHS from the date of receipt. Non-Axon manufactured accessories are covered under the applicable manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon's sole responsibility under this warranty

is to either repair or replace with the same or like product, at Axon's option.

Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body, Axon Body 2, Axon Body 3, Axon Body 4, Axon Fleet, Axon Fleet 2, Axon Fleet 3, Evidence.com Dock, Axon Dock, Axon Body 3 Dock, Axon Body 4 Dock, TASER Weapons Dock, TASER CAM HD, X2, X26, X26P, TASER 7, and TASER 10

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.^{6,7} For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever

period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

This warranty does not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If

¹ The warranty does not apply to software or services offered for, by, on, or through the Axon.com or Axon Evidence (Evidence.com) websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ Axon Law Enforcement Hardware Products include TASER X2, X26, X26P, TASER 7, and TASER 10 energy weapons, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, energy weapon cartridges, and Smart cartridges, TASER Weapons Dock and core, TASER 7 battery, TASER 10 battery, Axon Flex camera (including the universal magnetic clip), Axon Flex 2 camera, Axon Body 2 camera, Axon Body 3 camera, Axon Body 4 camera, Axon Fleet camera, Axon Fleet 2 camera, Axon Fleet 3

camera, Axon Docks, Axon Docks, Axon Body 3 Docks, Axon Body 4 Docks, and any successor TASER energy weapon products, on-officer audio/video cameras and related accessories.

⁴ Broken blast doors are not covered under Axon's limited warranty.

⁵ Axon-Manufactured Accessories include, but are not limited to: the Axon Body 4 POV camera, batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, and SPPM Power Magazine modules; Axon Signal Unit (ASU); and the X-Rail mounting system.

⁶ The manufacturer's limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2 controller, Axon Body 2 batteries, Axon Body 3 batteries, or Axon

Body 4 batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, Axon Body 2 battery, Axon Body 3 battery, and Axon Body 4 battery are not covered.

⁷ Axon will provide the Purchaser with 2 extra batteries for each Axon Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Axon Signal Sidearm Term, the Purchaser may request the batteries through Axon's RMA process.

**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for
Law Enforcement Energy Weapon Products and On-Officer Cameras (United States)
(Effective April 24, 2023)**

statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product. In no event will Axon be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Purchaser agrees to release Axon from any and all liability arising out of the deployment, use, or misuse of the Axon product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the Axon product. Axon is not liable for the failure of the Axon product to perform and Axon is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Axon Evidence

(Evidence.com) services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.

To register your Axon product, please go to www.axon.com/register. Registration of your product allows Axon to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the Axon Evidence services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be*

deleted and the storage media reformatted in the course of warranty service.

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is Axon's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

▲, ▲ AXON, Axon, Axon Evidence, Axon Flex, Fleet, Evidence Sync, X2, X26, TASER, TASER 7, and TASER 10 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Suzanne McVey

Submitting Department: Police Department

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Purchase of Fourteen (14) Panasonic FZ-55 Toughbook Mobile Computers From CDS Office Technologies through Sourcewell Purchasing Cooperative, in a Total Amount of \$42,364.00

Suggested Action:

The Villa Park Police Department currently operates fourteen (14) patrol vehicles which are equipped with Panasonic CF-54 Toughbook Mobile Computers. These mobile computers were purchased in year 2016 and are outdated and no longer covered under warranty. Police Department and village IT staff have determined that the computers are in need of replacement to keep up with current technology, security features, and law enforcement software updates. Staff recommends passage of the resolution to purchase fourteen (14) Panasonic FZ-55 Toughbook Mobile Computers from CDS Office Technologies using Sourcewell Law Enforcement Contract for Toughbook Computers, Contract #090122-PNA .

Financial Impact:

Total purchase price of \$42,364 for current budget year.

Personnel Impact:

None.

Recommendation:

That the Village Board approve the purchase of (14) Panasonic FZ-55 Toughbook Mobile Computers, and extended warranty from CDS Office Technologies through the Sourcewell Purchasing Cooperative.

Attachments:

[BoT Memo-RES-Authorizing Purchase of 14 MDTs - 12June2023.docx](#)

[Resolution Approving the Purchase of Fourteen Mobile Computers Through Sourcewell Purchasing Cooperative.docx](#)

[Panasonic Contract 090122.pdf](#)

[Quote 499416.pdf](#)



MICHAEL RIVAS
Chief of Police

DANIEL McCANN
Deputy Chief of Police

TODD KUBISH
Deputy Chief of Police

DEPARTMENT OF POLICE VILLAGE OF VILLA PARK

40 SOUTH ARDMORE AVE, VILLA PARK, IL 60181



ADMINISTRATIVE
(630) 834-7447

FAX
(630) 834-8507

www.invillapark.com

AGENDA MEMO

Village Board Meeting – June 12, 2023

ISSUE:

Should the Village Board approve a resolution for the purchase of (14) Panasonic FZ-55 Toughbook Mobile Computers with an extended warranty from CDS Office Technologies.

DISCUSSION:

The Villa Park Police Department currently operates (14) patrol vehicles which are equipped with Panasonic CF-54 Toughbook Mobile Computers. These mobile computers were purchased in year 2016 and are becoming outdated and are no longer covered under warranty. Police Department and village IT staff have determined that the computers are in need of replacement to keep up with current technology and law enforcement software updates.

The department received the attached quote for (14) Panasonic FZ-55 Toughbook Mobile Computers from CDS Office Technologies located at 1271 Hamilton Parkway in Itasca IL. CDS Office Technologies currently has a joint purchasing contract with Sourcewell, Law Enforcement Contract for Toughbook Computers, Contract #090122-PNA.

The FZ-55 model is compatible with our current squad car docking stations.

The total cost for (14) Panasonic FZ-55 Toughbook Mobile Computers with an extended warranty is **\$42,364.00**

Funds for this purchase are available with funds from Police Capital Outlay 10.520.09.401 and General Fund Capital Outlay 65.502.02.401.

RECOMMENDATION:

Staff recommends that Village Board pass the resolution approving the purchase of (14) Panasonic FZ-55 Toughbook Mobile Computers, and extended warranty from CDS Office Technologies under the joint



MICHAEL RIVAS
Chief of Police

DANIEL McCANN
Deputy Chief of Police

**

TODD KUBISH
Deputy Chief of Police

DEPARTMENT OF POLICE VILLAGE OF VILLA PARK

40 SOUTH ARDMORE AVE, VILLA PARK, IL 60181



ADMINISTRATIVE
(630) 834-7447

FAX
(630) 834-8507

www.invillapark.com

purchasing contact with Sourcewell, Law Enforcement Contract for Toughbook Computers, Contract #090122-PNA.

RESOLUTION NO. ____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING THE PURCHASE OF FOURTEEN (14) PANASONIC FZ-55 TOUGHBOOK
MOBILE COMPUTERS FROM CDS OFFICE TECHNOLOGIES THROUGH SOURCEWELL
PURCHASING COOPERATIVE IN A TOTAL AMOUNT OF \$42,364.00**

WHEREAS, the Village of Villa Park is a municipal corporation duly organized and existing under the laws of the State of Illinois and is authorized to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/1 *et seq.*) authorizes the Village to purchase personal property, supplies and services jointly with one or more other governmental units; and

WHEREAS, Section 2-220(b) of the Villa Park Municipal Code permits the procurement from a federal, state or local governmental unit or agency thereof of materials, supplies, commodities or equipment without conforming with the competitive bidding requirements of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and

WHEREAS, the Village participates in the Sourcewell Purchasing Cooperative a national municipal contracting cooperative alliance formerly known as the National Joint Power Alliance Purchasing Cooperative, NJPA, a unit of government of the State of Minnesota, that provides a purchasing program for local government agencies and has awarded a joint purchase contract to CDS Office Technologies of Itasca, Illinois, for the supply of fourteen (14) FZ-55 Panasonic Toughbook Mobile Computers with certain specifications pursuant to cooperative contract 090122-PNA; and

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 bids procured by Sourcewell and to purchase fourteen (14) FZ-55 Panasonic Toughbook Mobile Computers with certain specifications, from CDS Office Technologies of Itasca, Illinois, in an amount not to exceed \$42,364.

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

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

Resolution No. _____

Section 2: That pursuant to Sourcewell Purchasing Contract 090122-PNA the Village Manager is hereby authorized to issue a purchase order and all other necessary forms related to the purchase of fourteen (14) FZ-55 Panasonic Toughbook Mobile Computers from CDS Office Technologies of Itasca, Illinois, as described in the quote dated June 1, 2023, attached hereto as Exhibit A, in an amount not to exceed \$42,364.00.

Section 3: 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 _____, 2023.

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

Exhibit A

CDS Office Technologies Quote Dated June 1, 2023

Resolution No. _____



CDS Office Technologies
12711 HAMILTON PARKWAY
Itasca, Illinois 60143
United States
(P) 630-625-4519
(F) 630-305-9876

Quotation (Open)	
Date	Jun 01, 2023 12:03 PM CDT
Modified Date	Jun 01, 2023 12:12 PM CDT
Quote #	199416 - rev 1 of 1
Description	14 x FZ-55F260CKM
SalesRep	Cottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact	Sawyer, Brian (P) 630-582-6066 bsawyer@invillapark.com

Customer
Village of Villa Park (27280)
Sawyer, Brian
20 S Ardmore Ave
Villa Park, IL 60181
United States
(P) 630-833-5350

Bill To
Village of Villa Park
Accounts Payable
20 S Ardmore Ave
Villa Park, IL 60181
United States

Ship To
Village of Villa Park
Sawyer, Brian
20 S Ardmore Ave
Villa Park, IL 60181
United States
(P) 630-582-6066
bsawyer@invillapark.org

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	List Price	% off	Qty	Unit Price	Total
Sourcewell Law Enforcement Contract Toughbooks #090122-PNA							
Panasonic Toughbook FZ-55 Semi Rugged							
1	Panasonic Toughbook 55 (i5, 4C, CFS, USB-C) Win10 Pro (Win11 DC), Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD 1000 Nit Cleaved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM 7411), CFS, Dual Pass (CH1:GPS/CH2:WWAN), Infrared Webcam, USB-C Note: - Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	FZ- 55F260CKM	\$3,516.40	23.58%	14	\$2,710.00	\$37,940.00
2	Panasonic Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - for Toughbook	CF- SVCLTEXT2Y	\$350.00	9.71%	14	\$316.00	\$4,424.00

Subtotal: \$42,364.00
Tax (.0000%): \$0.00
Shipping: \$0.00
Total: \$42,364.00
(List Price: \$54,648.00)

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Panasonic Connect North America, Division of Panasonic Corporation of North America, Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Law Enforcement Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. The warranties specific to each product will be addressed in the associated documentation at the time of purchase and in the case of conflict between the warranties in the product documentation and the warranties set out in this Contract, the warranties in the product documentation control. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$3,000,000 each accident, combined single limit

4. *Umbrella Insurance*. Intentionally omitted.

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Upon renewal of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier under the blanket endorsement. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors under the blanket endorsement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

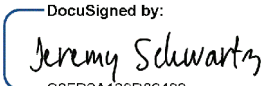
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

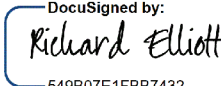
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Panasonic Connect North America, Division
of Panasonic Corporation of North America

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
11/11/2022 | 6:27 AM CST
Date: _____

DocuSigned by:

549B07E1FBB7432...

By: _____
Richard Elliott
Title: Vice President, Finance
11/10/2022 | 3:38 PM PST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
11/11/2022 | 6:49 AM CST
Date: _____

RFP 090122 - Law Enforcement Equipment

Vendor Details

Company Name: Panasonic Corporation of North America

Does your company conduct business under any other name? If yes, please state: Panasonic Connect North America, Division of Panasonic Corporation of North America

Address: Two Riverfront Plaza, 9th floor
Newark, NJ 07102

Contact: Karen Painter

Email: karen.painter@us.panasonic.com

Phone: 862-373-2103

Fax: 862-373-2103

HST#: 36-2786846

Submission Details

Created On: Thursday July 21, 2022 17:24:35

Submitted On: Wednesday August 31, 2022 15:01:37

Submitted By: Karen Painter

Email: karen.painter@us.panasonic.com

Transaction #: 63dcdb0c-36a3-45d1-909c-9a63c4c14353

Submitter's IP Address: 165.225.216.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Panasonic Connect North America, Division of Panasonic Corporation of North America
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Panasonic Corporation of North America has the following: CAGE code: 61058 SAM Unique Entity ID HHUUYNX7A1S9
5	Proposer Physical Address:	Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490
6	Proposer website address (or addresses):	https://na.panasonic.com/us/panasonic-connect
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Regina Tokar, Vice President, Business Operations, Panasonic Connect N.A. contracts@us.panasonic.com 1-800-344-2112
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Karen Painter, Sr. Bids Manager, Panasonic Connect N.A. Officing in Bedford, Texas karen.painter@us.panasonic.com cell 862-373-2103
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandra Mondesir-Wyche, Sr. Contract Analyst, Paralegal Bid and Contracts/Business Operations, Panasonic Connect N.A. Two Riverfront Plaza, 9th Floor, Newark, NJ 07102-5490 sandra.mondesir@us.panasonic.com o 201-271-3226

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In addition to what is summarized here, please refer to the uploaded PDF file, Panasonic Global Basic Business Philosophy. Panasonic Connect North America is a division of Panasonic Corporation of North America, however, on the global financial statements, reports it sales as part of the Panasonic Connect Business Unit. Panasonic Corporation of North America (PNA) is a wholly owned subsidiary of Panasonic Holdings Corporation, headquartered in Osaka, Japan. Panasonic manufactures electronics for many industries. Panasonic Corporation of North America is responsible for Panasonic's branding, marketing, sales, service, product development, and R&D operations in the United States. Panasonic Connect North America provides these functions for Panasonic's TOUGHBOOK® computer devices, video displays and projector systems, professional audio video solutions, food locker solutions, digital signage, and factory automation (robotic welding) product lines, many of which are proposed for this contract. Panasonic was founded in 1918 as Matsushita Electric Appliance Manufacturing.

The company grew quickly offering many different products.

In 1929, Mr. Matsushita refused to dismiss anyone during the Great Depression and established our Basic Company Management Objective and Company Creed (the guiding concept that determines our company's direction):

Basic Management Objective

Recognizing our responsibilities as industrialists, we will devote ourselves to the progress and development of society and the well-being of people through our business activities, thereby enhancing the quality of life throughout the world.

Company Creed

Progress and development can be realized only through the combined efforts and cooperation of each employee of our company. United in spirit, we pledge to perform our corporate duties with dedication, diligence, and integrity.

In 1932, our corporate mission was determined:

"Our mission as industrialists is to overcome poverty and bring wealth to society.

Only for this purpose will companies be allowed to prosper."

Meaning that like tap water in Japan at that time, which would flow freely from the faucet, the price of goods should be as low as possible. In other words, eliminating poverty will be accomplished by producing an inexhaustible supply of goods.

To achieve this mission, our founder set forth a 250-year plan, consisting of ten successive phases of 25 years, with the goal of achieving a "land of peace and prosperity," that is, an ideal society. "The mission of a manufacturer is to overcome poverty, to enrich society and to help people live more fulfilling lives".

In May 1933, Matsushita devised and instituted a system of autonomously managed corporate divisions, grouped according to the products they produced. They are reflected within our financial reports as Business Units.

Over the next few years, our seven core principles were solidified:

- Contribution to Society: We will conduct ourselves at all times in accordance with the Basic Management Objective, faithfully fulfilling our responsibilities as industrialists to the communities in which we operate.
- Fairness and Honesty: We will be fair and honest in all our business dealings and personal conduct. No matter how talented and knowledgeable we may be, without personal integrity, we can neither earn the respect of others, nor enhance our own self-respect.
- Cooperation and Team Spirit: We will pool our abilities to accomplish our shared goals. No matter how talented we are as individuals, without cooperation and team spirit we will be a company in name only 1951 After World War II, company was renamed to Matsushita Electric. Mr. Matsushita visited the United States of America and engaged with people of different economic backgrounds and industries.
- Untiring Effort for Improvement: We will strive constantly to improve our ability to contribute to society through our business activities. Only through this untiring effort can we fulfill our Basic Management Objective and help to realize lasting peace and prosperity.
- Courtesy and Humility: We will always be cordial and modest, respecting the rights and needs of others in order to strengthen healthy social relationships and improve the quality of life in our communities.
- Adaptability: We will continually adapt our thinking and behavior to meet the ever-changing conditions around us, taking care to act in harmony with nature to ensure progress and success in our endeavors.
- Gratitude: We will act out of a sense of gratitude for all the benefits we have received, confident that this attitude will be a source of unbounded joy and vitality, enabling us to overcome any obstacles we encounter.

In 1955, the company introduced its "PanaSonic" brand of audio speakers for markets outside of Japan. In 1959, Matsushita Electric Corporation of America was founded. From the 1960's onward, the company continued to grow globally and finally, on October 1, 2008, the company name was officially changed to Panasonic Corporation.

The proposed TOUGHBOOK line of computers was introduced in 1996. Panasonic invented the Rugged Computer product category and is proud to continue to lead the world in sales of rugged computing devices.

For pictures and more detail, please refer to our webpages that describe our history:

<https://holdings.panasonic/global/corporate/about/history.html>

11	What are your company's expectations in the event of an award?	In addition to increasing sales for the proposed TOUGHBOOK and Audio Visual products, Panasonic Connect is soon introducing a new solution that we believe will be ideal for cities to provide to both their law enforcement agencies and their k-12 schools. Sourcewell will allow us to sell to both types of customers while offering those customers a way to avoid costly RFP processes.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer the uploaded Dunn & Bradstreet report for Panasonic Corporation of North America (PNA), as well as the Investor Relations FY22 Panasonic Financial Summary, Panasonic Global Consolidated Financial Results as of 3-31-22, and the Consolidated Financial Results Supplemental as of 3-31-22, all for Panasonic Holdings Corporation headquartered in Osaka, Japan. In the Financial Summary, it shows Panasonic Holdings Corporation (Panasonic globally), reported net sales of 7,388.8 billion yen for its fiscal year ending March 31, 2022. Using an exchange rate of ¥112, this equates to US \$65.97 billion. Globally, Panasonic is financially strong and growing. As noted on page 7 of the Consolidated Financial Results Supplemental, the region consisting of North and South America accounted up 1,382.1 billion yen of the above reported number (USD\$12.34 billion). This indicates the region is stable and sales are high. As noted on page 2 of the Consolidated Financial Results Supplemental, the business unit, Mobility Solutions (where the proposed TOUGHBOOK line of products is included) had global net sales of 192.4 billion yen (US\$ 1.72 billion). This indicates the product segment is strong and in demand.	*
13	What is your US market share for the solutions that you are proposing?	Panasonic Connect's TOUGHBOOK brand is the market leader in rugged computing devices, holding a majority of market share in the rugged computer product category. Panasonic invented the rugged computing category in 1996 and continues to the market today in quality and innovation.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A. Panasonic Connect North America does not sell directly into the Canadian market. All Panasonic sales in Canada of the proposed products are handled through another PNA affiliate, Panasonic Canada Incorporated (PCI). Although we may be able to add PCI to any awarded contract, we were unable to align with them in time to include PCI on this proposal.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Neither Panasonic Connect North America or Panasonic Corporation of North America have ever petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Panasonic Connect North America is best described as a manufacturer. As an OEM technology manufacturer, Panasonic does not sell our products or services directly to our customers. Instead, we sell through a distribution channel with over 1300 Panasonic Authorized Resellers nationwide that offer the full range of proposed products and services that will meet or exceed the requirements of any agencies that use the Sourcewell program. In addition to our Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers, as well as our own Panasonic-owned US-based service center that will support our Resellers and their customers in getting the products and services that best meet their needs. All Panasonic Sales and Service personnel are Panasonic employees. However, if installation services are purchased, those are performed by vetted, authorized subcontractors.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	For this particular RFP, Panasonic holds and has uploaded our Minnesota Department of Human Rights (MDHR) Equal Pay Certificate of Compliance. Additionally, since we make ourselves available to provide services nationwide, we work to ensure all required state licenses are kept up to date and maintained.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A. Neither Panasonic Connect N.A. or Panasonic Corporation of North America have been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Panasonic and our TOUGHBOOK Rugged Computing Devices have received the following industry awards and recognition since 2019: • CRN 2022 Women of the Channel Awards (https://pages.thechannelco.com/CRNLists-and-Awards.html) • CRN 2021 Women of the Channel Awards • CRN 2020 Women of the Channel Awards • CRN 2019 Women of the Channel Awards • CRN 2021 Tech Innovator Awards • CRN 2020 Tech Innovator Awards • CRN 2018 Tech Innovator Awards • CRN 2017 Tech Innovator Awards • CRN 2022 Partner Program Guide • CRN 2021 Partner Program Guide • CRN 2020 Partner Program Guide • CRN 2019 Partner Program Guide • CRN 2022 Channel Chief Award • CRN 2021 Channel Chiefs Award • CRN 2020 Channel Chiefs Award • CRN 2019 Channel Chiefs Award • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-55 • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-40 • PC Magazine – Editor's Choice Award: https://www.pcmag.com/reviews/panasonic-toughbook-33 • PC Magazine – The Best Rugged Laptops for 2022, as of May 3: https://www.pcmag.com/picks/the-best-rugged-laptops (Four in the top 12: TOUGHBOOK G2, 55, 33, 31) • TechRadar – Best Rugged Laptops of 2022, as of May 12, 2022: https://www.techradar.com/news/best-rugged-laptops (TOUGHBOOK 33 ranked #3) • TechRadar – Best Rugged Tablets of 2022, as of March 12, 2022: https://www.techradar.com/news/the-best-rugged-tablets (TOUGHBOOK A3 ranked #3) • ZDNet Best Rugged Laptops 2022, as of April 2022: https://www.zdnet.com/article/best-rugged-laptop/ - o Best 2-in-1 Rugged: TOUGHBOOK G2 - o Best Semi-Rugged: TOUGHBOOK 55 • ZDNet 5 Best Rugged Tablets for the Toughest Customers 2022, as of May 13, 2022: https://www.zdnet.com/article/best-rugged-tablet/ (TOUGHBOOK A3 ranked as the Best Oldest Generation Rugged Tablet) • ZDNet Best 2-in-1 Laptops 2022, as of March 29, 2022: https://www.zdnet.com/article/best-2-in-1-laptop/ (TOUGHBOOK G2 ranked Best Rugged 2-in-1) • Window's Central Best Rugged Laptop 2022, as of June 1, 2022: https://www.windowcentral.com/best-rugged-laptop (Top two ranked Rugged laptops) - o TOUGHBOOK 33 ranked as the Best Overall - o TOUGHBOOK 55 ranked as the Runner-Up • Window's Central Best Laptop with a Removable Battery 2021: https://www.windowcentral.com/best-laptop-removable-battery (TOUGHBOOK 55 ranked Best Overall) • Window's Central Best Business Laptops 2022, as of May 31: https://www.windowcentral.com/best-business-laptop (TOUGHBOOK G2 named Best Rugged) • Gold Award Winner of the Event Market in the B2B Roadshow Category https://www.eventmarketer.com/event/ex-awards-2022/ Panasonic's proposed projectors and video solutions products have been recognized as follows: 2018 • R&S Staging System Award – Best Video Projector – PT-MZ670U Projector • AOA Builds – Best in Show at Digital Graffiti – PT-RZ21KU Projector • rAVe Best of InfoComm Award – Best Video Wall – TH-55LFV8 2019 • Projector Central Best in Show 2019 InfoComm – PT-VMZ Series Projectors & PT-RQ22 Projector 2020 • AVNation Best of 2020 Awards • Projector Central 2020 Best of the Year • 2020 SCN Installation Production Award – PT-RCQ10 Projector

		2021 • The EdTech Awards 2021 (Two Finalists) • Projection Expo 2021 Best of Show Awards • Projector Central 2021 Best of the Year Awards – PT-RCQ10 & PT-MZ880 Projectors 2022 • 2022 LAVNCH CODE Out of This World Experiences Award (Illuminarium honorable mention) • Church Production: Top 5 Products from InfoComm – PT-RQ25KU Projector Best of NAB 2022 • Projector Central - Best of InfoComm 2022 – PT-VMZ71 Projector & PTRQ25KU Projector • Production HUB Awards of Excellence 2022 • Sound & Video Contractor – 2022 Innovation Product Award – PT-FRQ50U Projector & AW-UE50 PTZ Camera Panasonic Corporation of North America itself has won the following awards: • Certified Great Place to Work 2022-2023 • Minority Engineer Magazine Top 50 Employers 2018, 2021 • Woman Engineer Magazine Top 50 Employers 2018, 2020 • Interbrand Best Global Brands 2018-2019 • STEM Workforce Diversity Magazine Top 50 Employers 2018-2019 • Talent Board Candidate Experience Award 2018 • Achievers 50 Most Engaged Workplaces 2018 See more here: https://careers.na.panasonic.com/ca/life-panasonic/awards	
20	What percentage of your sales are to the governmental sector in the past three years	Panasonic Connect North America sales of the proposed products are approximately 62% to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Panasonic Connect North America sales of the proposed products are less than 5% to the education sector. Panasonic Connect will soon be releasing a new solution that will be used by the K-12 sector. We are hoping to use Sourcewell to reach that audience.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Panasonic has been supporting cooperative purchasing agreements and contracts for over 20 years. Please see the uploaded PDF document in the "additional documents" zipped folder, PANASONIC CONTRACT SALES that will detail the individual contracts. However, to summarize, Panasonic Connect holds 10 cooperative purchasing contracts with annual sales as follows: FY21: \$50,557,428.03 FY20: \$62,655,706.93 FY19: \$54,054,843.50 Please note that Panasonic's fiscal year is April 1st - March 31st.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A. Panasonic Connect N.A. does not hold any GSA contracts or have Standing Offers and Supply Arrangements. All GSA contracts and SOSA contracts that sell Panasonic products are held by Panasonic Authorized Resellers.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*
Not Available	Not Available as all customers who are eligible to be Sourcewell participating entities are actually customers of our resellers and we do not have that information.	Not Available	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
United States Government	Government	District of Columbia - DC	Panasonic Connect N.A., through its reseller channel, sells rugged computing devices to all branches of the United States Department of Defense as well as Homeland Security and others.	Not available as all sales are handled by resellers and that is their confidential information	Panasonic averages over \$100 million in sales of the proposed products to the US Federal Government every year.	*
Not Available	Government	California - CA	Panasonic Connect N.A., through its reseller channel, sells rugged computing devices to the California Highway Patrol	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Virginia - VA	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Pennsylvania - PA	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*
Not Available	Government	Ohio - OH	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	Not available as all sales are handled by resellers and that is their confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	In addition to our 1300+ Panasonic Authorized Resellers, Panasonic Connect has its own force of over 80 Account Managers, Inside Sales Representatives, and Channel Managers to support the Resellers and their customers in getting the products that best meet their needs. Like all our salespeople, Panasonic Connect's Account Managers are full-time employees, however, they work out of their homes in the territory that they support, so they can quickly assist Resellers and their customers in person. Additionally, each of our territories is supported by a Field Engineer that also works out of their home to be able to provide quick service and support if needed. Please see the uploaded PDF in the "additional documents" zipped folder, Panasonic Connect Sales Organizations, to see how territories are laid out and supported.	*
27	Dealer network or other distribution methods.	Panasonic Connect N.A. has over 1300 Panasonic Authorized Resellers that can sell the proposed products across the nation. Working with Panasonic Professional Services Group, our Resellers can assure delivery and service commitments are met. Panasonic Authorized Resellers are not owned, operated, or employed by Panasonic; they are usually small business located near the customers they serve.	*

28	Service force.	Panasonic's Professional Services Group is based in Overland Park, Kansas. The 25,000 square foot facility is Panasonic-owned and its employees are Panasonic employees. A satellite office with 150,000 square feet is also maintained in Memphis, Tennessee. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of these two facilities with TOUGHBOOK laptops and tablets handled by our Kansas facility and TOUGHBOOK handheld devices handled by our Tennessee facility. The centralized location of these two locations ensures quick return on warranty repairs. Panasonic Connect Professional Services Group has two different phone lines: Technical Support can be reached at 1-800-Laptop5 and is open 24 hours a day, 7 days a week, 365 days a year. Calls focus on trouble shooting and repairs. Customer Service can be reached at 913-685-8855. It is available workdays, Monday through Friday, 6:30am – 6:00pm Central time. Customers can call this number to speak with a live person and check on the status of a repair, any deployment inquiries, and general service information.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Panasonic Connect will only sell its products through Authorized Panasonic Resellers; they are responsible for taking orders, invoicing, and receiving payments. For order processing, Panasonic will maintain a list of contractually approved Authorized Resellers who are allowed to sell off of the Sourcewell contract and can accept orders online, by telephone, or via email. The allowed Panasonic Resellers will have clearly demonstrated the capabilities and the capacity required to service a contract of this size and scope within their respective areas of operation. Each of these Resellers will have comprehensively reviewed all contract requirements and have affirmed both their willingness and capability to participate, as well as their commitment to ensure that the terms and conditions of the contract, and that the expectations of Sourcewell and all agencies participating in the cooperative purchasing program are met with enthusiasm and superlative sales support, marketing, and executive performance. When an order is placed with a Panasonic Authorized Reseller, that order then passes to the Distributor and then to Panasonic Connect for manufacturing at a Panasonic-owned factory in either Japan or Taiwan (both countries are Trade Agreements Act (TAA) compliant). After manufacturing, TOUGHBOOK devices are flown to the United States on commercial transport and delivered to the appropriate service center. All TOUGHBOOK services (software configuration, deployment, repair, call center, warehousing, etc.) are performed at one of two U.S.-based Panasonic-owned ProServices Centers. TOUGHBOOK laptops and tablets are deployed from our Center in Kansas City, Kansas, and TOUGHBOOK handheld devices are deployed from at our Center in Memphis, Tennessee. After configuration, devices are shipped from the appropriate facility via FedEx 2nd day air to the customer-designated location. However, if there are over 40 units in the order, then we palletize the devices and ship them via 3-5 day transport. Deliveries will be made to the designated location, whether that is the agency's front desk or to an installation team, however, if palletized, the chosen reseller may need to receive the shipment and deliver devices to the customer's desk.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Panasonic is now one of the only OEM rugged PC manufacturers who own and operate our own U.S.-based service repair centers. Customer service surrounding an order, invoice and/or payment should go directly to the Panasonic Authorized Reseller providing the sale. For customer service about warranty, repair, and repair status, call the Panasonic Professional Services Group – aka “ProServices” – at 913-685-8855, Monday through Friday, 6:30am – 6pm Central Time. The ProServices Technical Support can be reached 24 hours a day, 7 days a week, 365 days a year at 1-800-LAPTOP5. Panasonic Connect ProServices strives to ensure requests are handled immediately and meet our very high standards. For instance, all phone calls and chat instant messages are to be answered by a live person (we don't have voicemail), 24 hours a day, within 60 seconds or less; and all email inquiries are to be responded to within one hour. The ProServices team is very concerned about providing the best possible service so they track their response times accordingly. For instance, the standard is that a caller should be speaking with a live person within 60 seconds of calling. Currently, the ProServices team answers an average of 6000 calls per month for TOUGHBOOK users. 90% of calls are answered within 60 seconds or less with the actual wait time averaging only 25-30 seconds. Another measurement monitored is abandoned calls, meaning how many callers phone in but then hang up before speaking to a live person. ProServices standard to ensure that less than 5% of calls are abandoned. Currently abandoned calls have averaged only 2% over the last 9 months. Of course repair turnaround is a key performance indicator. ProServices averages two business days for a typical TOUGHBOOK device repair. This combined with free 2nd day shipping for in-warranty repairs helps return users to full productivity quickly.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With over 1300 Panasonic Authorized Resellers across the nation, including Alaska, Hawaii, and its territories, Panasonic Connect North America is able and willing to provide our products and services to any Sourcewell participating entity in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this point, Panasonic Connect N.A. cannot provide products and services to Sourcewell participating entities in Canada. However, given the opportunity, Panasonic Connect North America may be able to align with our PNA-affiliate, Panasonic Canada Incorporated, and add them to our contract so that they may provide the proposed products and services to Canada participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	At this point, Canada is the only geographic area that will not be served with the proposed contract. However, given the opportunity, Panasonic Connect N.A. may be able to align with our PNA-affiliate, Panasonic Canada Incorporated (PCI), to provide coverage for that geographic area as well.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A. Panasonic Connect is prepared to sell to any participating entity within the United States that chooses to use the Sourcewell contract. The other cooperative purchasing contracts we participate on do not restrict us from promoting another contract. *	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Normal shipping for deployment and warranty service is provided to Hawaii and Alaska, however, shipping to / from US Territories for deployment and warranty service may require an additional charge that will be determined at time of sale and included with the applicable deployment service SKU for the product.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Panasonic's executive leadership is committed to the examination of customer needs and the development of new solutions addressing these needs. To this end, Panasonic is including new customer-focused solutions that are peripheral to our mobile computing technology. Within the first 10 days of award, Panasonic's sales leadership will announce the contract award and note Sourcewell as the initial contract vehicle offering these new solutions. The Sourcewell contract will be used as our first and primary go-to-market strategy for new ruggedized computers, peripheral equipment, and peripheral solutions for public agencies and education institutions across the country. During the first 90 days of the contract, Panasonic will promote sales of the latest

solutions and mobile computing and peripheral equipment/accessories across all public safety, K-12, and higher education verticals. In preparation, Panasonic's Contract Manager will train all sales team members and authorized contract resellers on the terms and conditions of the Sourcewell contract, products/solutions offered, and contract pricing. Panasonic's Contract Manager also will train resellers on the mandatory quarterly reporting and administrative fee payment to ensure all sales are captured.

The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the Sourcewell teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the Sourcewell Supplier Portal and trained on its use. Panasonic will use the portal's search functionality to leverage key data to further progress leads.

During the first 90 days, Panasonic will work with Sourcewell to develop a targeted marketing campaign for each of the different verticals. Initial campaigns will focus on the recently introduced fully rugged TOUGHBOOK FZ-40 clamshell, as well as such peripherals as indoor and outdoor digital signage and our new lecture capture solutions. Panasonic will identify the largest target audience for these marketing efforts, pull key data points to support the selling cycle, and distill data for monitoring future improvements.

Panasonic's initial marketing campaigns will include a mix of social media, email drips, website links, case studies, and limited time promotional discounts. After the first 90 days, we can continue to build on this initial summary plan by working with our nationwide sales team and our designated authorized reseller partners.

The Panasonic Connect sales and marketing teams, in collaboration with our designated authorized reseller partners and (where applicable) the Sourcewell Marketing representative(s), will compose and coordinate the following marketing campaigns:

- Customized, co-branded flyers to promote the Sourcewell contract.
- Creation and distribution of an initial co-branded press release concerning contract award/availability and continuing contract advertisements to trade publications.
- Social media awareness campaigns directing customers to the new Panasonic Sourcewell web portal to learn more about the contract and contact us if interested.
- Call campaigns by Panasonic Authorized Resellers to reach out to customers to inform them of the contract and any promotions.
- Customer visits (in person and via teleconference) from Panasonic's Channel Managers and Territory Account Managers to evangelize the contract.
- Reseller partners outbound program to their customers.
- Webinars to educate and inform Panasonic resellers on how best to utilize the new Sourcewell contract.
- Conference calls and webinars to educate customers on the value proposition of the contract.
- Participation on Advisory Councils with customers to promote contract awareness.
- Offer demo units to customers for no-cost product evaluations, if applicable.
- Email campaign, blogs, and social media engagement by Panasonic Connect Channel Managers and Territory Account Managers.
- Case studies with specific end-user solutions.

Panasonic's dedicated Sourcewell Contract website will include:

- Sourcewell standard logo
- Copy of original Request for Proposal
- Copy of Sourcewell master contract and all amendments between the Principal

Procurement Agency and Panasonic Connect North America

- Summary of products and pricing
- Marketing materials
- Electronic link to Sourcewell's website, including the online registration page
- Other Sourcewell contact information

The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows, including:

- State Technology Forums
- Digital Government Summits
- Government IT Symposiums
- LEIM
- CACP Annual Conference
- National Sheriffs (NSA)
- Police Security Expo (PSE)
- Fire Chiefs Summit
- CJIS Annual Training
- Fire Rescue (FRI)
- NIGP Annual Forum
- Urban Shield
- COPSWEST
- IACP

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Panasonic Connect has a strong online presence with social media posts regularly made on various sites such as LinkedIn, Instagram, etc. We also have a robust public relations program regularly featuring our products in industry blogs.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Panasonic would expect Sourcewell to include our logo in its advertising or contract directory, as well as provide the opportunity to provide content to The Source quarterly publication. The Panasonic sales team, including inside sales team members, territory account managers, area sales representatives, and all selected resellers will be introduced to the Sourcewell teams, including those working in the K-12, higher education, and public sector verticals. All sales team members also will be registered as users of the Sourcewell Supplier Portal and trained on its use. Panasonic will use the portal's search functionality to leverage key data to further progress leads. Panasonic sales team will use Sourcewell to help agencies simplify their procurement process. The availability of the contract will be a key talking point with prospects. The Panasonic Connect sales/reseller and contracts teams also will attend/participate in local, regional, and national trade shows as highlighted in Question 36 above, further providing the opportunity to evangelize the Sourcewell contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Panasonic Connect, via its Professional Services Group's Consulting Services, can provide optional training designed to meet a participating entity's specific needs. Panasonic engineers have years of experience in a wide range of industries and deployments, and will work closely with your IT team, both pre- and post-sale, to deploy the solution that addresses your specific challenges. All Panasonic customers have access to our 24/7 help desk, as well as a team of field service engineers for more complex issues. Consulting services include: • Infrastructure assessment. Panasonic ProServices can evaluate your current IT setup — including imaging processes, networks, encryption, and endpoint security—and make recommendations to provide a successful TOUGHBOOK deployment with optimized performance. • Product selection. Panasonic's ProServices team can help select the right device for your needs, making sure users have the capabilities they need and equipment that offers the durability and reliability to support a high-performing team in even in the harshest conditions. • Worker ride-along. Our experts can go on site to observe firsthand how users use their devices at the job site or in the vehicle to help validate what device is best suited for the job. They can also recommend process improvements and mounting solutions to facilitate productivity and comfort. • Image consulting. Once the right product is selected, we can review your image creation process. We can help fine-tune the image, recommend Microsoft® best practices, and identify any dependencies required for their application suite. Finally, following this review, we create and test the image for operating system or driver issues, finalizing an optimal image for production. • IT staff augmentation. Our experts can extend IT staff resources by helping the customer design and deploy new technology, including device configuration, mobile applications, and integration into the existing IT infrastructure. Panasonic can provide short-term or long-term staff augmentation contracts that enable Panasonic employees to implement recommendations onsite. • Training. Panasonic can train your IT staff on basic functions such as managing wireless connections, screen calibration, battery management, and mobility software applications. We also can provide device and in-vehicle mount installation training that allows the customer to fine-tune their user experience (screen brightness, touchscreen sensitivity and calibration, and cellular and Wi-Fi usage). • Custom software development and integration. With new operating systems like Android® and new mobile technology, a common challenge is how to migrate and integrate these with existing systems. Panasonic experts can utilize our Rapid Application Development platform to develop and deploy a new Android-based mobile application solution and integrate the solution into existing systems. Please refer to the to the uploaded Panasonic Services Collateral zip drive for more information.
41	Describe any technological advances that your proposed products or services offer.	Panasonic is known for high quality products. In 1996, we introduced the rugged computing category with our TOUGHBOOK branded laptop built for the Navy Seals. Since then, we have built that brand to include an extensive list of rugged and semi-rugged laptops, 2-in-1's, tablets, and handheld computing devices. What makes TOUGHBOOK different? We design and test our devices to military standards so that they withstand harsh environments and ensure our products work when they are supposed to - for the people that need them to work in life threatening situations. Combined with software and services, our mobile computers keep pace with the needs of organizations across a range of industries, providing innovation that continues to set the standard for durable, reliable, purpose-built hardware. Backing our devices are the strongest warranties in the business, industry-leading management software and the ProServices team, a U.S.-based network of engineers, industry experts and repair centers. Panasonic Connect is committed to working closely with Sourcewell participating entities to plan, test and deploy the right mobile technology for their actual working environment, to keep running with the least amount of disruption. Panasonic Connect proposed Audio-Visual equipment helps create amazing visual experiences designed for specific applications—ranging from solutions for worship, education and the workplace to live events, retail, and TV and broadcast studios. We provide the products, software, expertise, and support to help Sourcewell participating entities bring their creative vision to life. With our suite of solutions, they can easily capture, orchestrate, and deliver transformative shared experiences from start to finish. Our flexible and reliable hardware and software are engineered to work seamlessly together or integrate easily with existing audiovisual equipment. Please refer to the uploaded Panasonic Product Collateral in the zipped drive for more information.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Ahead of many other companies, Panasonic set forth its own Environmental Charter in 1991. We believe that to be a company that leads the way in addressing environmental issues, we must continue taking proactive steps from a variety of perspectives, including minimizing the damage to the environment by our products and services and reducing the amount of energy we use in our production activities. Panasonic Corporation's Environmental Statement: Fully aware that humankind has a special responsibility to respect and preserve the delicate balance of nature, we at Panasonic acknowledge our obligation to maintain and nurture the ecology of this planet. Accordingly, we pledge ourselves to the prudent, sustainable use of the earth's resources and the protection of the natural environment while we strive to fulfill our corporate mission of contributing to enhanced prosperity for all. Panasonic Corporation's Environmental Action Guidelines: Toward achieving a sustainable society, we will strive to develop our business through the creation of environmental value. For this purpose, we will address environmental challenges through our business activities and will expand our environmental initiatives based on collaboration with stakeholders. (1) Initiatives to address environmental challenges - We will reduce CO2 emissions through production activities and products/services. - We will work to efficiently use resources by pursuing Recycling-oriented Manufacturing. - We will conserve water resources through efficient use of water and prevention of contamination. - We will reduce the impact of chemical substances on human health and the environment. - We will consider and conserve biodiversity. (2) Initiatives based on collaboration with stakeholders - We will provide products and services that create environmental value for customers with our technical strengths. - We will expand our environmental contributions with our partner companies. - We will deepen communications with local communities and work as a team to address environmental challenges. By our fiscal year 2031, Panasonic globally has committed to achieve net zero in-house emissions. To see more about our commitments and our plans, please visit: https://holdings.panasonic/global/corporate/sustainability.html
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43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Panasonic is a huge advocate of the ENERGY STAR program. The ENERGY STAR program sets high standards designed to save energy, save money and help protect the environment for future generations. All of our products are ENERGY STAR rated and we have been a partner of the program since 2010. In March of 2020, Panasonic of North America was recognized as the 2020 ENERGY STAR Partner of the Year. This is a Sustained Excellence Award for continued leadership and superior contributions to ENERGY STAR. Panasonic's accomplishments are recognized by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Energy (DOE). The proposed Panasonic TOUGHBOOK laptops and tablets are also all EPEAT Bronze certified; they are listed here: https://epeat.net/computers-and-displays-search-result/page-1/size-25?manufacturerId=341 Regarding life-cycle design, Panasonic is introducing the idea of the circular economy and moving forward in efforts to promote effective utilization of resources and maximization of customer value. The circular economy activities we promote have two aspects: 1) creation of circular economy businesses, and 2) evolution of recycling-oriented manufacturing. In the United States and Canada, Panasonic continues to play a leadership role in developing recycling infrastructure across, mainly through MRM (Electronic Manufacturers Recycling Management Company, LLC), which we joined with Sharp Electronics Corporation and Toshiba America Information Systems Company to establish in 2007. MRM is tasked with bringing manufacturers together into a collaborative effort to provide convenient and environmentally sound collection and recycling to consumers. MRM now provides collection and recycling for over 40 manufacturers, including Panasonic. The cumulative total of collection by MRM has exceeded 1 billion lbs. (1.13 billion lbs. approximately 511,000 tons) since its inception in 2007. MRM Recycling: MRM provides turn-key assistance to manufacturers in complying with the many state producer responsibility requirements for electronic waste (ewaste). Manufacturers can participate with MRM to comply with the regulatory requirements in the various states and can also take advantage of MRM's National Mailback Recycling Program to have an immediate consumer recycling program that provides environmentally responsible recycling opportunities for their consumers across the country. • MRM sets up and runs recycling programs in states with ewaste laws. MRM ensures that all programs are approved and in compliance, vets ewaste recyclers to ensure they use environmentally responsible recycling techniques and end markets, and provides ongoing assistance to all companies participating with MRM. • MRM tracks compliance deadlines, provides relevant information to manufacturers to use when filing all state forms and registrations, reports recycling results for companies wherever possible and provides step-by-step instructions for reporting and registrations, and handles all interactions with various state regulatory agencies to ensure plan approval. Recycling Service Panasonic Connect's convenient end-of-life service disposes of your retired devices in an environmentally responsible way. To obtain a shipping label for free recycling of your TOUGHBOOK product, please visit the MRM home page at www.mrmrecycling.com and click on "Mail back your product" under "Recycle now". Or call MRM at (888)769-0149. If you wish to recycle just your battery, please visit the Call2Recycle home page at https://www.call2recycle.org and click on "Where to Recycle" under "Recycling 101". If you are a recycling company and need instructions for proper recycling of Panasonic Mobility products please call 1-800-LAPTOP-5. Recycling Standards MRM works with a small group of environmentally responsible recyclers to ensure that all material recycled in the MRM program is managed in an environmentally responsible manner. 100% of the electronics in MRM's electronics recycling program are recycled by Third Party Certified Recyclers. All recyclers are either eStewards Certified, R2 certified, or both.
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44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Panasonic Corporation, as a publicly held company, does not qualify for the business certifications noted in this question. However, Panasonic actively promotes the usage of such designated businesses in our supply chain as well as in the recruitment of Authorized Panasonic Resellers.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Panasonic invented the rugged computer category in 1996 with the introduction of the TOUGHBOOK brand of laptops, built for the Navy Seals. We are the market leader in this space and manufacture the highest quality and most tested devices to those workers whose lives depend on the equipment they use. Law Enforcement agencies across the nation rely on TOUGHBOOK computers to help them get home safe to their family. In addition to leading-class hardware, our Professional Services Organization is owned by Panasonic and based in the United States. They provide unsurpassed services in software configuration, deployment, repair, call center, warehousing, asset management, etc., for agencies that demand 24-hour support, 365 days a year, with a live person.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Panasonic standard warranties cover the replacement of parts and labor costs due to defects in materials or workmanship which occur during normal use. A device that fails to operate during the warranty period and in accordance with the standard warranty, will be repaired and returned with no cost for labor, parts, or shipping. Please see the zip file with Panasonic Warranty Collateral which details the specifics for each proposed product category. Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Panasonic standard warranties cover the replacement of parts and labor costs due to defects in materials or workmanship which occur during normal use. Warranties do not cover failures or defects that are caused by fire, intentional acts, loss, theft, improper maintenance, modification, or service by anyone other than a Panasonic Authorized Service Provider, or damage that is attributable to events outside of human control or activity ("Acts of God").	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Panasonic's standard warranty does not cover technicians' travel time and mileage. Under most warranties, a customer may call Technical Support for an RMA and receive a shipping label from Panasonic to return their device to the Panasonic Professional Services Group for warranty repair. A device that fails to operate during the warranty period and in accordance with the standard warranty, will be repaired and returned with no cost for labor, parts, or shipping. If desired, a customized warranty program may be designed for a participating entity that would include on-site service. We encourage customers to work with their Panasonic Authorized Reseller to determine enhanced warranty options offered by Panasonic Connect.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All geographic regions of the United States (Canada is not applicable at this time) can access a Panasonic Certified Technician by shipping their device to the Panasonic Professional Services Group for warranty repair. Panasonic will provide the shipping label when the customer calls the Technical Support line to receive their RMA.	*

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third-Party warranties with our Strategic Alliance Hardware and Software Partners are clearly established and communicated as part of the partnership agreement. Panasonic will help facilitate warranty service as a pass-through from the Third-Party manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Panasonic is a build to order manufacturer therefore Panasonic Connect does not allow returns. Because of this, very few of our Authorized Resellers take returns. Some resellers will allow returns if the package is unopened, however, may charge a 15-20% restocking fee. An agency should work directly with their chosen Panasonic Authorized Reseller to resolve any product issues and Panasonic Connect will assist as best as possible.	*
52	Describe any service contract options for the items included in your proposal.	Panasonic Connect offers many service contract options that can extend or enhance the standard warranty. (Please see the uploaded zip file with Panasonic Warranty Collateral for the ProServices Brochure.) - Extended warranty. Extend your Standard warranty up to two additional years, stretching coverage to match your refresh cycle. Extending your warranty delivers peace of mind, uninterrupted worker productivity and significant reduction in out-of warranty repair costs and IT workload. ENHANCED WARRANTIES FOR TOUGHBOOK DEVICES - Protection Plus (accidental damage coverage) augments our Standard warranty with no-fault accident protection. Protection Plus covers one major repair each year. And in cases when the damage is beyond repair, we will replace the entire device. With Protection Plus, your workers experience minimal disruption, and your IT staff doesn't get sidetracked with unexpected repairs. This helps you develop predictable budgets for entire projects without surprises. - Ultimate Care warranty is designed for organizations that operate in extremely challenging environments or wish to minimize risk for their mobile devices, this warranty offers the ultimate peace-of-mind coverage for unlimited device breakage. With Ultimate Care, you are covered for repairs (shipped overnight to and from our National Service Centers) or replacement of all major computer parts at no additional cost. This service can be customized to provide service-level guarantees for dead-on-arrival devices, help-desk waiting time, repair turnaround and even unit failure rates. - Smart Battery warranty covers one of the most common sources of downtime (and frustration) for field workers is a drained battery. Our Smart Battery warranty monitors battery capacity so you are prepared to switch it out when you need to, eliminating overnight emergency replacements and keeping workers productive with fresh, new batteries. - Hard Drive No Return warranty. If your security policies dictate that you cannot return a hard drive for repair or replacement, you can keep your faulty drive and Panasonic will send you a replacement unit. You maintain complete control of your sensitive data at all times, as well as compliance with CJIS or HIPAA requirements. SPECIALIZED REPAIR SERVICES 24-Hour Hot Swap exchange. Get overnight delivery of a TOUGHBOOK laptop, tablet or handheld if a unit fails. Instead of waiting for a repair, you're immediately sent a device from an inventory of customer-owned, pre-imaged computers stored at our National Service Centers. Meanwhile, you send your damaged unit to Panasonic; we then repair it and place it back into your on-demand inventory.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email, and accept payment via EFT. Some resellers accept credit cards but may charge a processing fee.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Panasonic Connect works with 3rd party companies to offer Financing or Leasing options that can be customized to an agency's needs. A customer should work directly with their Authorized Panasonic Reseller who will work with their Panasonic Account Manager to get details.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email. All terms and conditions are detailed in our warranty documentation. If desired, Panasonic Connect Professional Services Group can provide a Service Level Agreement customized to a participating entity's needs. These documents are considered proprietary and therefore a sample cannot be provided at this time.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. Each reseller has its own capabilities; however, most resellers are small businesses that receive orders and issue invoices via email. Any cost associated with the use of the P-Card will be determined by the Reseller of choice.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *																																
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Panasonic Connect's pricing model is based on the product category discounts as noted below in line item 58. Also, please refer to the uploaded Excel spreadsheet file, Panasonic - Sourcewell Law Enforcement Price List. This document shows individual line items with skus, discounts, and pricing.																																
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<table><thead><tr><th>PRODUCT CATEGORY</th><th>DISCOUNT % OFF MSRP</th></tr></thead><tbody><tr><td>Fully Rugged TOUGHBOOK</td><td>16%</td></tr><tr><td>Semi-rugged TOUGHBOOK</td><td>13%</td></tr><tr><td>TOUGHBOOK Tablet/2-in-1</td><td>12%</td></tr><tr><td>TOUGHBOOK Handheld</td><td>9%</td></tr><tr><td>TOUGHBOOK Accessory</td><td>11%</td></tr><tr><td>TOUGHBOOK Service</td><td>0%</td></tr><tr><td>Pro AV/Pro Audio</td><td>10%</td></tr><tr><td>Pro AV Accessory</td><td>10%</td></tr><tr><td>Pro AV Service</td><td>0%</td></tr><tr><td>Display</td><td>16%</td></tr><tr><td>Display Accessory</td><td>10%</td></tr><tr><td>Display Service</td><td>0%</td></tr><tr><td>Projector</td><td>38%</td></tr><tr><td>Project Accessory</td><td>5%</td></tr><tr><td>Projector Service</td><td>0%</td></tr></tbody></table>	PRODUCT CATEGORY	DISCOUNT % OFF MSRP	Fully Rugged TOUGHBOOK	16%	Semi-rugged TOUGHBOOK	13%	TOUGHBOOK Tablet/2-in-1	12%	TOUGHBOOK Handheld	9%	TOUGHBOOK Accessory	11%	TOUGHBOOK Service	0%	Pro AV/Pro Audio	10%	Pro AV Accessory	10%	Pro AV Service	0%	Display	16%	Display Accessory	10%	Display Service	0%	Projector	38%	Project Accessory	5%	Projector Service	0%
PRODUCT CATEGORY	DISCOUNT % OFF MSRP																																	
Fully Rugged TOUGHBOOK	16%																																	
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TOUGHBOOK Accessory	11%																																	
TOUGHBOOK Service	0%																																	
Pro AV/Pro Audio	10%																																	
Pro AV Accessory	10%																																	
Pro AV Service	0%																																	
Display	16%																																	
Display Accessory	10%																																	
Display Service	0%																																	
Projector	38%																																	
Project Accessory	5%																																	
Projector Service	0%																																	

59	Describe any quantity or volume discounts or rebate programs that you offer.	Panasonic Connect relies on its Authorized Resellers to receive orders, issue invoices, and receive payments. While Panasonic sets the "not to exceed" price with this contract, each Reseller is able to offer better pricing through quantity or volume discounts, or other types of incentives, based on their own business model and the competitive environment in their locality.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Panasonic Connect offers the products of its Strategic Alliance Hardware and Software Partners on our price list with their own SKUs, pricing, and applied discounts. If another product is desired to be added to the price list and is approved by our Product Managers, it, too, will be given its own SKU and priced accordingly. Please refer to the uploaded Excel spreadsheet file, Panasonic - Sourcewell Law Enforcement Price List.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs associated with the normal acquisition of our products have been addressed. Special circumstances that might affect pricing would include a rush delivery, requiring delivery on a Saturday, delivering to a unionized facility, and delivering to U.S.Territories. All participating entities should work closely with their Panasonic Authorized Reseller to ensure any potential abnormalities with their order that might affect the total cost of the acquisition have been addressed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard delivery shipping is included with the purchase of a Panasonic TOUGHBOOK device. Standard delivery covers the continental United States, Alaska, and Hawaii. Standard shipping provides FedEx 2nd day delivery. However, if an order contains over 40 devices, the order will be palletized and sent via 3-5 day shipping. Next day delivery is available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges. Standard shipping and delivery occurs on normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard delivery shipping is included with the purchase of a Panasonic TOUGHBOOK device. Standard delivery covers the continental United States, Alaska, and Hawaii. Shipping to US Territories may incur an additional fee. Canada is not included in the proposal at this time. Standard shipping provides FedEx 2nd day delivery. However, if an order contains over 40 devices, the order will be palletized and sent via 3-5 day shipping. Next day delivery may be available if needed (for instance to make a deadline for a grant), however, the customer may incur shipping charges. Standard shipping and delivery occurs on normal workdays, Monday through Friday, avoiding Federal holidays. Saturday deliveries may be arranged but would be considered a special case and may incur additional service fees.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Panasonic Professional Services Group offers consulting services and can custom-tailor desired delivery methods or options. Participating entities desiring this service should work with their chosen Panasonic Authorized Reseller and Panasonic Account Manager to reach out to the ProServices team for a quote.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Due to government regulations, Panasonic is not allowed to offer better discounts than those offered on other cooperative procurement contracts. However, our resellers are free to offer additional discounts to customers that choose to buy off the Sourcewell contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon award, Panasonic Connect will set up a website similar to what we have done for other cooperative procurement contracts as found in the drop down menu here: https://na.panasonic.com/us/government-contracts . Please click on the down arrow just to the right of the term, Government Contracts v, and that will show you all the websites we have created for the cooperative procurement contracts we hold. On this site, we will provide contract details and pricing, which can be used by Sourcewell participating entities to audit pricing and ensure compliance with the Master Agreement terms. To ensure we and or our Authorized Resellers submit the proper administrative fee to Sourcewell depends on the Resellers that are authorized to sell on the Sourcewell contract, properly report their sales as scheduled. This will be monitored via Panasonic's Salesforce entries to ensure sales are properly reported.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary metric for success will be sales through the contract. If sales are made through the Sourcewell contract and then grow year over year, then the contract will be considered successful by Panasonic Connect.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Panasonic Connect proposes and administrative fee of 1% that will be paid by us or reseller for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. We understand this fee is typically calculated as a percentage of our sales under the Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to what is written below, please refer to the uploaded product and service collateral in the zipped folder. Panasonic Connect is pleased to offer its award-winning TOUGHBOOK line of rugged computing devices as well as its Professional Audio-Visual Equipment that are used in conjunction with the rugged devices by Law Enforcement professionals across the United States. From military bases to patrol cars, on the shop floor or in a lab, on the road or in the field, Panasonic is helping to keep organizations moving forward. Engineered to withstand drips, drops, dust and grime TOUGHBOOK® computers thrive and survive in the hardest of environments. Panasonic is committed to delivering mobile computing solutions that help participating entities get the job done, wherever it takes them. • Select TOUGHBOOK mobile devices go beyond the standard safety testing to achieve Hazardous Locations Class 1 Div 2 certification¹, TPM 2.0 and are TAA compliant, approved for government deployment. • Panasonic and its partners design a wide assortment of heavy-duty docks, mounts and other peripherals including barcode readers, printers and mag-strip readers—to expand and enhance the TOUGHBOOK capabilities. • Panasonic values keeping backward compatibility to allow customers to save the expense and hassle of replacing vehicle docks every time a new model is introduced. • Panasonic is the only major manufacturer that designs, builds and tests its mobile devices in its own factory—allowing quality control, consistency and parts availability to be monitored every step of the way. Panasonic devices are over five times more reliable than the average laptop used by businesses across America. And not only are TOUGHBOOK units purpose-built to withstand extreme mobile environments, but they have the exclusive Panasonic ProServices support team standing behind them. To help ensure uninterrupted worker productivity and efficiency, Panasonic offers support and services throughout the lifecycle of your mobile computing device. Panasonic ProServices for TOUGHBOOK include: • Pre-deployment consulting • Engineering design and field engineering expertise • Deployment services (imaging, asset tagging, etc.) • Warranty coverage and maintenance services Also included with our proposal as accessories to the TOUGHBOOK rugged computer devices are Panasonic Connect Professional Audio-Visual equipment. Panasonic's ProAV devices and displays help create amazing visual experiences designed for specific applications—ranging from solutions for worship, education and the workplace to live events, retail, and TV and broadcast studios. We provide the products, software, expertise, and support to help Sourcewell participating entities bring their creative vision to life. With our suite of solutions, they can easily capture, orchestrate, and deliver transformative shared experiences from start to finish. Our flexible and reliable hardware and software are engineered to work seamlessly together or integrate easily with existing audiovisual equipment.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Panasonic Connect has the following subcategory titles: Fully Rugged Laptop Semi Rugged Laptop Rugged Tablet Rugged Handheld TOUGHBOOK Accessories TOUGHBOOK Service Display Display Accessory Display Service Projector Projector Accessory Pro AV Camera Pro Audio Pro AV Accessory Pro AV Service	*

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments	
71	Law Enforcement duty gear	☒ Yes ☐ No	TOUGHBOOK devices are used by Law Enforcement personnel across the country in their every day duties.	*
72	Traffic safety enforcement equipment, devices, and instruments	☒ Yes ☐ No	TOUGHBOOK tablets and handheld devices are used by Law Enforcement personnel across the country for traffic safety enforcement.	*
73	Crime scene management and evidence collection equipment and supplies	☒ Yes ☐ No	TOUGHBOOK laptops, tablets and handheld devices are used by Law Enforcement personnel across the country for crime scene management and incident reporting.	*
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	☒ Yes ☐ No	TOUGHBOOK handheld devices are used by Law Enforcement personnel as tactical equipment.	*
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	☒ Yes ☐ No	Panasonic Connect Professional Services Group offers services that relate to the use of our TOUGHBOOK devices.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Panasonic - Sourcwell Law Enforcement Price List.xlsx - Wednesday August 31, 2022 11:54:40
- [Financial Strength and Stability](#) - Panasonic Financial Strength and Stability Documents.zip - Wednesday August 31, 2022 11:56:32
- [Marketing Plan/Samples](#) - Panasonic Sourcwell Sample marketing piece.pdf - Wednesday August 31, 2022 12:02:13
- [WMBE/MBE/SBE or Related Certificates](#) - EQUAL PAY CERTIFICATE PANASONIC SYSTEM SOLUTIONS COMPANY OF NORTH AMERICA.pdf - Wednesday August 31, 2022 12:02:44
- [Warranty Information](#) - Panasonic Warranty Collateral zipd.zip - Wednesday August 31, 2022 12:04:32
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Panasonic Additional Documents zipd.zip - Wednesday August 31, 2022 12:10:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Regina Tokar, Vice President, Business Operations, Panasonic Connect North America, Division of Panasonic Corporation of North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Law_Enforcement_Equipment_RFP_090122 Wed August 24 2022 02:56 PM	☒	1
Addendum_4_Law_Enforcement_Equipment_RFP_090122 Wed August 17 2022 04:20 PM	☒	2
Addendum_3_Law_Enforcement_Equipment_RFP_090122 Tue August 16 2022 09:33 AM	☒	1
Addendum_2_Law_Enforcement_Equipment_RFP_090122 Wed August 10 2022 07:59 AM	☒	1
Addendum_1_Law_Enforcement_Equipment_RFP_090122 Mon July 18 2022 04:34 PM	☒	2



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)

Date

Jun 01, 2023 12:03 PM CDT

Modified Date

Jun 01, 2023 12:12 PM CDT

Quote #

499416 - rev 1 of 1

Description

14 x FZ-55F260CKM

SalesRep

Gottlieb, Mark
 (P) 630-625-4519
 (F) 630-305-9876

Customer Contact

Sawyer, Brian
 (P) 630-582-6066
 bsawyer@invillapark.com

Customer

Village of Villa Park (27280)
 Sawyer, Brian
 20 S Ardmore Ave
 Villa Park, IL 60181
 United States
 (P) 630-833-5350

Bill To

Village of Villa Park
 Accounts, Payable
 20 S Ardmore Ave
 Villa Park, IL 60181
 United States

Ship To

Village of Villa Park
 Sawyer, Brian
 20 S Ardmore Ave
 Villa Park, IL 60181
 United States
 (P) 630-592-6066
 bsawyer@invillapark.org

Customer PO:	Terms: Undefined	Ship Via: Best Way
Special Instructions:		Carrier Account #:

#	Description	Part #	List Price	% off	Qty	Unit Price	Total
Sourcewell Law Enforcement Contract Toughbooks #090122-PNA							
Panasonic Toughbook FZ-55 Semi Rugged							
1	Panasonic Toughbook 55 (i5, 4G, GPS, USB-C) Win10 Pro (Win11 DG), Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD 1000 Nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (CH1:GPS/CH2:WWAN), Infrared Webcam, USB-C Note: - Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	FZ-55F260CKM	\$3,546.40	23.58%	14	\$2,710.00	\$37,940.00
2	Panasonic Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - for Toughbook	CF-SVCLTEXT2Y	\$350.00	9.71%	14	\$316.00	\$4,424.00

Subtotal: \$42,364.00
 Tax (.0000%): \$0.00
 Shipping: \$0.00
Total: \$42,364.00
 (List Price: \$54,549.60)

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Marc McLaughlin

Submitting Department: Parks & Recreation

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park and Kluber, Inc, for Professional Services for the Villa Park Facility Condition Assessment and Deferred Maintenance Plan in an Amount Not to Exceed \$69,775.00.

Suggested Action:

For calendar year 2023, the Village budgeted to complete a comprehensive facility condition assessment plan. A facility condition assessment and deferred maintenance plan is a combined process that analyzes all the architectural and engineering systems of a building, such as roof, walls, HVAC, electrical, plumbing, etc. and compiles the results in a document with a rating system of those elements to help determine useful life, prioritize corrective work and anticipated costs. Staff sought proposals from three companies which would include the twelve (12) village owned facilities. Staff is recommending proceeding with Kluber for the Facility Condition Assessment and Deferred Maintenance Plan in an amount not to exceed \$69,775. Funds in the amount of \$70,000 are budgeted in line item 67.502.02.402 for CY 2023 to complete this project. Staff recommends approval of this Resolution.

Attachments:

[Board Memo - Facility Condition Assessment - Kluber Inc.pdf](#)

[Resolution Authorizing Agreement between Villa Park and Kluber, Inc. for Professional](#)

[Architectural and Engineering Facility Support Services - Facility Condition Assessment.docx](#)

[Villa Park - Professional Services Agreement with Kluber, Inc. - Facility Condition Assessment 6.7.23\(1147841.2\).pdf](#)

[Kluber Inc - Village of Villa Park - Facility Condition Assessment.pdf](#)

Memo



To: Matthew Harline, Village Manager

From: Greg Gola, Director of Parks, Recreation, and Fleet Services
Marc McLaughlin, AICP, GISP, Director of Community Development

Date: June 12, 2023

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with Kluber, Inc.

The Village requested proposals for Professional Services to provide a Facility Condition Assessment and Deferred Maintenance Plan for 12 Village owned buildings. Those buildings are:

1. Village Hall, 20 S. Ardmore: 6,848 sf
2. Police Department, 40 S. Ardmore: 10,992 sf
3. Public Works Office, 11 W. Home: 10,296 sf
4. Sign Shop and Old Fire Station, 20 & 28 W. Home: 11,682 sf
5. Water/Sewer Garage, 35 W. Home: 5,490 sf
6. Parks Garage, 42 W. Home: 12,000 sf
7. Public Garage Green Garage, 42 W. Home: 10,000 sf
8. Fleet Garage, 100 W. Home: 7,200 sf
9. Chamber of Commerce Building, 10 W. Park: 459 sf
10. Fire Station #2, 102 W. Plymouth: 5,489 sf
11. Fire Station #3, 1440 S. Ardmore: 7,578 sf
12. Museum Building, 220 S. Villa Ave: 5,000 sf

The Village sought proposals from three architecture firms and all three submitted proposals. Staff reviewed and discussed the proposals and agreed the Kluber, Inc. proposal was the best fit to meet the needs of Villa Park.

The CY23 Budget has \$70,000 budgeted for a Facility Condition Assessment and Deferred Maintenance Plan.

The proposal is attached.

A Facility Condition Assessment and Deferred Maintenance Plan is a combined process that analyses all the architectural and engineering systems of a building, such as; roof, walls. HVAC, electrical, plumbing, etc, and compiles all the results in a document with a rating system of those building elements to help determine useful life, prioritizes corrective work, and anticipated costs.

RECOMMENDATION

Staff recommends approval of a Resolution Authorizing an Agreement with Kluber Inc., for Professional Services for the Villa Park Facility Condition Assessment and Deferred Maintenance Plan in an Amount Not to Exceed \$69,775.



Village of Villa Park Village Facilities

Fire Station 82
102 W Plymouth St
5,489 SqFt

Sign Shop, Public Works,
& Parks Garage
20-28 W Home Ave
11,682 SqFt

Parks Department & Garage
42 W Home Ave
2,000 SqFt

Village Hall
20 S Ardmore Ave
6,848 SqFt

Fleet Garage
100 W Home Ave
7,200 SqFt

Police Department
40 S Ardmore Ave
10,992 SqFt

Public Works Garage
42 W Home Ave
10,000 SqFt

Public Works
11 W Home Ave
10,296 SqFt

Public Works Garage
35 W Home Ave
5,490 SqFt

Villa Park Museum
220 S Ardmore Ave
5,000 SqFt

Chamber of Commerce
10 W Park Blvd
459 SqFt

Fire Station 81
1440 S Ardmore Ave
7,578 SqFt



Map Revised:
Thursday, June 8, 2023 JRW

NOT TO SCALE

Resolution No. _____

**Resolution of the Village of Villa Park Authorizing the Execution of
An Agreement Between the Village of Villa Park and Kluber, Inc.,
for Professional Architectural and Engineering Facility Support Services
for the Villa Park Facility Condition Assessment
in an Amount Not to Exceed \$69,775.00**

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

WHEREAS, a majority of the corporate authorities of the Village deem it advisable, necessary and in the public interest that the Village contract for professional architectural and engineering services in the performance of a facility condition assessment of multiple facilities of the Village of Villa Park (hereinafter the "Consulting Services"); and

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

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

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

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

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

Resolution No. _____

Section 2: That *Agreement between the Village of Villa Park, Illinois and Kluber, Inc., for the furnishing of Professional Architectural and Engineering Facility Support Services for the Villa Park Facility Condition Assessment*, attached hereto as Exhibit A, be and the same is hereby approved in substantially the form as attached, and the Village President is hereby authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

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

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

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023.

Village President

Attest: _____
Village Clerk

Resolution No. _____

EXHIBIT A

*Agreement between the Village of Villa Park, Illinois and Kluber, Inc.,
for the furnishing of Professional Architectural and Engineering Facility Support Services
for the Villa Park Facility Condition Assessment*

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
KLUBER, INC.
for the furnishing of
PROFESSIONAL ARCHITECTURAL AND ENGINEERING
FACILITY SUPPORT SERVICES
for the
VILLA PARK FACILITY CONDITION ASSESSMENT

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and KLUBER, INC., hereinafter referred to as the “CONSULTANT,” has been prepared and executed to provide for professional architectural and engineering services in the performance of a facility condition assessment of multiple facilities of 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 Consulting Services.

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

A. THE CONSULTANT AGREES:

1. The CONSULTANT shall serve as the VILLAGE'S professional architectural and engineering consultant with respect to the PROJECT to which this AGREEMENT applies.
2. The CONSULTANT shall perform the following Consulting Services for the Village:

OVERVIEW OF PROJECT SCOPE

The Project consists of the Facility Condition Assessments of the following village facilities totaling approximately 93,034 square feet.

1. Village Hall, 20 S. Ardmore: 6,848 sf
2. Police Department, 40 S. Ardmore: 10,992 sf
3. Public Works Office, 11 W. Home: 10,296 sf
4. Sign Shop and Old Fire Station, 20 & 28 W. Home: 11,682 sf
5. Water/Sewer Garage, 35 W. Home: 5,490 sf
6. Parks Garage, 42 W. Home: 12,000 sf
7. Public Garage Green Garage, 42 W. Home: 10,000 sf
8. Fleet Garage, 100 W. Home: 7,200 sf

9. Chamber of Commerce Building, 10 W. Park: 459 sf
10. Fire Station #2, 102 W. Plymouth: 5,489 sf
11. Fire Station #3, 1440 S. Ardmore: 7,578 sf
12. Museum Building, 220 S. Villa Ave: 5,000 sf

INITIAL INFORMATION

- The anticipated PROJECT schedule is to be begin as mutually agreed.
- The VILLAGE'S representative for the PROJECT will be Marc McLaughlin or as appointed.
- The CONSULTANT'S representative for the Project will be Charli Johnsos.

SERVICES

CONSULTANT will provide usual and customary architectural and engineering Facility Support Services for the PROJECT as set forth herein, conditioned upon:

1. The VILLAGE will provide CONSULTANT with scanned copies of all available, existing building construction drawings, as- built drawings, and site surveys for review prior to the facility assessments being conducted.
2. The VILLAGE will identify any existing building concerns prior to the facility assessments being conducted.

CONSULTANT will provide the following services:

Facility Condition Assessment & Deferred Maintenance Plan

1. Current State Assessment: CONSULTANT will conduct a visual, non-destructive, cursory survey of the architectural and engineered systems to determine their current state / condition. This will include all interior finishes, windows, key architectural items, Code Review**, roof, exterior envelope, HVAC systems, main electrical systems, life safety systems (fire alarm and sprinkler system), and plumbing systems. Items such as the technology systems, landscaping, storm water, exterior pavements (parking lots/drive areas) are expressly excluded. CONSULTANT'S assessment will not extend beyond the perimeter walls of the facility, except for the sidewalks at entrances into the facility.

** Limited to: ADA, egress components, fire alarm system components. This will not be an exhaustive code compliance review but, rather, a cursory review for obvious compliance deficiencies, limited to items that are visible during CONSULTANT'S survey work. Intent is not to seek and search for code violations. Performing engineering analysis of installed systems and components will not be performed. The assumption is that the building is generally code compliant.

2. CONSULTANT will prepare a report that describes the physical condition and characteristics of the building components and systems by the use of the following terms:
 - a) Excellent: The component/system appears to be in new or restored to like new condition, is fully functional and/or it appears to

- require no immediate or short-term maintenance to improve or sustain its condition.
- b) Good: The component/system appears to have more than ten (10) years of useful life remaining, is fully functional with normal wear, requires no immediate maintenance, but requires some short-term maintenance to improve or maintain its condition.
 - c) Poor: The component/system appears to have less than ten (10) years of useful life remaining, is not fully functional and/or has excessive wear, and requires immediate or short-term maintenance, to improve its condition.
 - d) Unsatisfactory: The component/system has failed, is non-functional, damaged, worn out or otherwise beyond its span of useful life. Immediate repair or replacement is required to restore this component/system to useful function.
3. The report for the facility will identify priorities for corrective work as well as the anticipated costs as indicated below:
- a) Priority 1: This work should be performed as soon as possible, preferably within 1 year.
 - b) Priority 2: This work should be performed within the next 2 to 5 years.
 - c) Priority 3: This work should be performed within the next 6 to 10 years.
 - d) None: CONSULTANT has no recommendation for work to be performed on this system or component within the next 10 years.
4. The report will include the following:
- a) List of items, probable cost, and recommended timeline by facility.
 - b) Component descriptions and rating.
 - c) Photos as required documenting significant items.

The table below outlines the general understanding of CONSULTANT’S Consulting Services and those services not included within the scope of this Agreement.

Services	Responsibility
FACILITY CONDITION ASSESSMENT	
Code Review (See item #1 above)	Kluber
Site Features (See item #1 above)	Kluber
Exterior Components	Kluber
Interior Components	Kluber
Mechanical, Electrical, and Plumbing Systems	Kluber
Conveying Equipment	Not Provided
Life Safety and Fire Protection Systems	Kluber
Data and Communications Systems	Not Provided
Furnishings, Fixtures, and Equipment Inventory	Not Provided
Preliminary Cost Estimate	Kluber
Facility Condition Index (See item #2 above)	Kluber
FACILITY PERFORMANCE ASSESSMENT	
Utility Operating Cost	Not Provided
Building Automation Systems	Not Provided
Workspace Ergonomics	Not Provided

Sustainability	Not Provided
Building Certification Assistance	Not Provided
Health and Wellness	Not Provided
OPERATIONS ASSESSMENT	
Labor Cost	Not Provided
Work Order Process	Not Provided
Vendor Contracts	Not Provided
Organization and Policies	Not Provided
SPACE MANAGEMENT	
Area Calculations	Not Provided
Space Allocation Inventory	Not Provided
Occupancy Planning	Not Provided
Migration Planning	Not Provided
Move, Add, Change Management	Not Provided
Workplace Strategies	Not Provided
MAINTENANCE MANAGEMENT	
Maintenance Plan	Not Provided
Maintenance Management Services	Not Provided
Ongoing Commissioning Plan	Not Provided
Ongoing Commissioning Services	Not Provided
DIGITAL FACILITY MANAGEMENT SYSTEM	
Evaluation	Not Provided
Selection	Not Provided
Implementation and Training	Not Provided
Operation	Not Provided
Consulting	Not Provided
OTHER FACILITY SUPPORT SERVICES	
	Not Provided

3. Additional services beyond the scope of the Consulting Services above-described, requested in writing by the VILLAGE, approved by the Village Board of Trustees, and shall be performed by the CONSULTANT in accordance with the hourly rates set forth in **Section B, _____**:

4. The CONSULTANT will perform Consulting Services under this AGREEMENT in accordance with generally accepted and currently recognized architectural and engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area.

5. The CONSULTANT shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the CONSULTANT, 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.
- (5) Umbrella Liability

b. Minimum Limits of Insurance

The CONSULTANT 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 the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

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

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after

thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

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

f. Verification of Coverage

The CONSULTANT 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.

6. To the fullest extent permitted by law, the CONSULTANT 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 the CONSULTANT, 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. The CONSULTANT 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, the CONSULTANT shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

7. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONSULTANT, 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.

8. The CONSULTANT represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The CONSULTANT further represents and warrants to the VILLAGE that the CONSULTANT and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The CONSULTANT 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.

9. The CONSULTANT 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 Consulting Services herein described.

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

11. The VILLAGE may, at any time, by written order to the CONSULTANT (Suspension of Services Order) require the CONSULTANT to stop all, or any part, of the Consulting Services required by this AGREEMENT. Upon receipt of such an order, the CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The CONSULTANT 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.

12. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the CONSULTANT, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the CONSULTANT shall be paid for any Consulting Services completed and any Consulting Services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the CONSULTANT 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.

13. This AGREEMENT may also be terminated by the VILLAGE upon written notice to the CONSULTANT, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the CONSULTANT commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the CONSULTANT takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the CONSULTANT under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONSULTANT under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the CONSULTANT makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the CONSULTANT is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONSULTANT is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONSULTANT'S creditors;
- e.** If the CONSULTANT admits in writing an inability to pay its debts generally as they become due.

14. Upon termination, the CONSULTANT shall deliver to the VILLAGE, copies of partially completed 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, the CONSULTANT shall be paid for all Consulting Services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the CONSULTANT.

15. The CONSULTANT 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 Consulting Services enumerated herein.

16. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the CONSULTANT'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.

17. The CONSULTANT warrants that he has not employed or retained any company or person, other than an employee working solely for the CONSULTANT, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. The CONSULTANT, 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.

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

20. All PROJECT deliverables (see Section 2), including drafts of said PROJECT deliverables, created or modified by the CONSULTANT relating in any manner to the work performed by the CONSULTANT or by anyone else and used by the CONSULTANT in performance of the Consulting Services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

21. The CONSULTANT 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. The CONSULTANT 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. The CONSULTANT shall give the VILLAGE, or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The CONSULTANT further grants to the VILLAGE full and complete ownership of the PROJECT deliverables. The CONSULTANT 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 the CONSULTANT shall deliver to the VILLAGE all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

22. The reports and any other PROJECT deliverables prepared by the CONSULTANT in connection with the Consulting Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The CONSULTANT 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 the CONSULTANT, shall be at the VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The CONSULTANT shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the CONSULTANT'S promotional and professional materials. The CONSULTANT'S materials shall not include the VILLAGE'S confidential and proprietary information.

23. The CONSULTANT will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The CONSULTANT shall treat such information at all times as confidential. The CONSULTANT acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT under this AGREEMENT which are created, designed, enhanced by the CONSULTANT 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 CONSULTANT’S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

24. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE’S business, services, programs, software or residents, whether prepared by the CONSULTANT or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The CONSULTANT shall immediately return said items to the VILLAGE upon termination of the CONSULTANT’S engagement or earlier at the VILLAGE’S request at any time.

25. 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.

26. The CONSULTANT will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the CONSULTANT, for the Consulting Services above described, a fee not to exceed Sixty Nine Thousand Seven Hundred Seventy-Five (\$69,775.00) Dollars. Reimbursable Expenses incurred in connection with the Consulting Services will be charged on the basis of cost, without additional markup. It is understood that anticipated reimbursable expenses for this PROJECT include expedited courier services, printing and plotting (report binders), document reproduction (scanning of VILLAGE’S existing drawings), premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography,

and are anticipated not to exceed \$500.00. This estimate is based on scanning of the existing drawings and one (1) hardcopy of the report for each facility being provided to the VILLAGE. An electronic file will be provided for VILLAGE and is included as part of Consulting Services.

2. The CONSULTANT shall indicate to the VILLAGE the information needed for rendering of the Consulting Services of this AGREEMENT. The VILLAGE shall provide to the CONSULTANT such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof.

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

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

4. **Payment for Additional Services.** In the event the VILLAGE requests that CONSULTANT perform Additional Services, in accordance with Section 2, above, the CONSULTANT shall perform Additional Services based upon the following hourly rates for 2023 and amended annually in accordance with CONSULTANT'S hourly rate schedule:

Kluber Architects + Engineers Staff	Hourly Rate
Principal	\$225.00
Project Manager... ..	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II	\$140.00
Project Mechanical Engineer I	\$115.00
Project Electrical Engineer III	\$165.00
Project Electrical Engineer II	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I	\$115.00
Project Architect III.....	\$135.00
Project Architect II	\$115.00
Project Architect I	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II	\$95.00
Interior Designer I	\$75.00

Construction Observer.....	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator	\$55.00
Construction Observer.....	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator	\$55.00
Mark-up for Hourly Projects (indirect cost, OH & P)...	20.0%

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT shall commence Consulting Services upon the execution of this AGREEMENT and the parties agree that the work for the PROJECT will be completed within six (6) months after the full execution of this Agreement.

2. The CONSULTANT is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONSULTANT 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 CONSULTANT.

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 the CONSULTANT 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 the CONSULTANT:

KLUBER, INC.
41 W. Benton Street
Aurora, IL 60506
Attn: Michael T. Kluber, 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 the CONSULTANT.

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 CONSULTANT

1. The CONSULTANT certifies that the CONSULTANT, its shareholders holding more than five percent (5%) of the outstanding shares of the CONSULTANT, its officers and directors are:

- a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the CONSULTANT shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the

CONSULTANT'S obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CONSULTANT in its efforts to comply with such Act and Rules and Regulations, the CONSULTANT 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) CONSULTANT (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 CONSULTANT will retain such certifications in its files.

- (9)** In the event of the CONSULTANT'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONSULTANT may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f.** in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g.** in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the CONSULTANT may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h.** in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

 - (1)** Publishing a statement:

 - (a)** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONSULTANT'S workplace.
 - (b)** Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c)** Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

 - (i)** abide by the terms of the statement; and

- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the CONSULTANT'S policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or

has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

- j.** not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
- k.** not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the CONSULTANT.
- l.** not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m.** the CONSULTANT acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the CONSULTANT shall review its records and promptly produce to the VILLAGE any records in the CONSULTANT'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 CONSULTANT 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2023.

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

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by the CONSULTANT, this ____ day of _____, 2023.

KLUBER, INC.
41 W. Benton Street
Aurora, IL 60605

By _____
Michael T. Kluber, President

May 16, 2023

Marc McLaughlin, AICP, GISP
Director of Community Development
Village of Villa Park
11 W. Home Avenue
Villa Park, IL 60181

Re: Facility Condition Assessment – Multiple Facilities - Revised
Kluber, Inc. Proposal No. 221025.01R

Dear Mr. McLaughlin:

Thank you for the opportunity to present this revised Proposal for Professional Services for the above referenced Project. It is our understanding that the Village of Villa Park would like to perform a facility assessment for the multiple facilities within the Village of Villa Park.

OVERVIEW OF PROJECT SCOPE

The Project consists of the Facility Condition Assessments of the following village facilities totaling approximately 93,034 square feet.

1. Village Hall, 20 S. Ardmore: 6,848 sf
2. Police Department, 40 S. Ardmore: 10,992 sf
3. Public Works Office, 11 W. Home: 10,296 sf
4. Sign Shop and Old Fire Station, 20 & 28 W. Home: 11,682 sf
5. Water/Sewer Garage, 35 W. Home: 5,490 sf
6. Parks Garage, 42 W. Home: 12,000 sf
7. Public Garage Green Garage, 42 W. Home: 10,000 sf
8. Fleet Garage, 100 W. Home: 7,200 sf
9. Chamber of Commerce Building, 10 W. Park: 459 sf
10. Fire Station #2, 102 W. Plymouth: 5,489 sf
11. Fire Station #3, 1440 S. Ardmore: 7,578 sf
12. Museum Building, 220 S. Villa Ave: 5,000 sf

Based on our preliminary review, the facility is need of repairs and maintenance which will be identified as part scope of services.

INITIAL INFORMATION

- The anticipated Project schedule is to be begin as mutually agreed.
- The Owner's representative for the Project will be Marc McLaughlin or as appointed.
- Kluber, Inc.'s representative for the Project will be Charli Johnsos.

The foregoing is based on our building walk throughs over the past few months and are recent communications regarding the work scope.

SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Facility Support Services for the Project as set forth in the standardized *AIA B210 - 2017 Standard Form of Architect's Services: Facility Support*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Existing Owner Documentation:

1. The Owner will provide Kluber Inc. with scanned copies of all available, existing building construction drawings, as-built drawings, and site surveys for review prior to the facility assessments being conducted.
2. The Owner will identify any existing building concerns prior to the facility assessments being conducted.

Our team will provide the following services:

Facility Condition Assessment & Deferred Maintenance Plan

1. **Current State Assessment:** We will conduct a visual, non-destructive, cursory survey of the architectural and engineered systems to determine their current state / condition. This will include all interior finishes, windows, key architectural items, Code Review**, roof, exterior envelope, HVAC systems, main electrical systems, life safety systems (fire alarm and sprinkler system), and plumbing systems. Items such as the technology systems, landscaping, storm water, exterior pavements (parking lots/drive areas) are expressly excluded. Our assessment will not extend beyond the perimeter walls of the facility, except for the sidewalks at entrances into the facility.
** Limited to: ADA, egress components, fire alarm system components. This will not be an exhaustive code compliance review but, rather, a cursory review for obvious compliance deficiencies, limited to items that are visible during our survey work. Intent is not to seek and search for code violations. Performing engineering analysis of installed systems and components will not be performed. The assumption is that the building is generally code compliant.
2. We will prepare a report that describes the physical condition and characteristics of the building components and systems by the use of the following terms:
 - a) **Excellent:** The component/system appears to be in new or restored to like new condition, is fully functional and/or it appears to require no immediate or short-term maintenance to improve or sustain its condition.
 - b) **Good:** The component/system appears to have more than ten (10) years of useful life remaining, is fully functional with normal wear, requires no immediate maintenance, but requires some short-term maintenance to improve or maintain its condition.
 - c) **Poor:** The component/system appears to have less than ten (10) years of useful life remaining, is not fully functional and/or has excessive wear, and requires immediate or short-term maintenance, to improve its condition.
 - d) **Unsatisfactory:** The component/system has failed, is non-functional, damaged, worn out or otherwise beyond its span of useful life. Immediate repair or replacement is required to restore this component/system to useful function.
3. The report for the facility will identify priorities for corrective work as well as the anticipated costs as indicated below:
 - a) **Priority 1:** This work should be performed as soon as possible, preferably within 1 year.
 - b) **Priority 2:** This work should be performed within the next 2 to 5 years.
 - c) **Priority 3:** This work should be performed within the next 6 to 10 years.
 - d) **None:** Kluber has no recommendation for work to be performed on this system or component within the next 10 years.
4. The report will include the following:
 - a) List of items, probable cost, and recommended timeline by facility.
 - b) Component descriptions and rating.
 - c) Photos as required documenting significant items.



The table below from the AIA B210, Article 2.5 outlines the general understanding of our Services.

Services	Responsibility
§ 2.5.1 FACILITY CONDITION ASSESSMENT	
.1 Code Review (See item #1 above)	Kluber
.2 Site Features (See item #1 above)	Kluber
.3 Exterior Components	Kluber
.4 Interior Components	Kluber
.5 Mechanical, Electrical, and Plumbing Systems	Kluber
.6 Conveying Equipment	Not Provided
.7 Life Safety and Fire Protection Systems	Kluber
.8 Data and Communications Systems	Not Provided
.9 Furnishings, Fixtures, and Equipment Inventory	Not Provided
.10 Preliminary Cost Estimate	Kluber
.11 Facility Condition Index (See item #2 above)	Kluber
§ 2.5.2 FACILITY PERFORMANCE ASSESSMENT	
.1 Utility Operating Cost	Not Provided
.2 Building Automation Systems	Not Provided
.3 Workspace Ergonomics	Not Provided
.4 Sustainability	Not Provided
.5 Building Certification Assistance	Not Provided
.6 Health and Wellness	Not Provided
§ 2.5.3 OPERATIONS ASSESSMENT	
.1 Labor Cost	Not Provided
.2 Work Order Process	Not Provided
.3 Vendor Contracts	Not Provided
.4 Organization and Policies	Not Provided
§ 2.5.4 SPACE MANAGEMENT	
.1 Area Calculations	Not Provided
.2 Space Allocation Inventory	Not Provided
.3 Occupancy Planning	Not Provided
.4 Migration Planning	Not Provided
.5 Move, Add, Change Management	Not Provided
.6 Workplace Strategies	Not Provided
§ 2.5.5 MAINTENANCE MANAGEMENT	
.1 Maintenance Plan	Not Provided
.2 Maintenance Management Services	Not Provided
.3 Ongoing Commissioning Plan	Not Provided
.4 Ongoing Commissioning Services	Not Provided
§ 2.5.6 DIGITAL FACILITY MANAGEMENT SYSTEM	
.1 Evaluation	Not Provided
.2 Selection	Not Provided
.3 Implementation and Training	Not Provided
.4 Operation	Not Provided
.5 Consulting	Not Provided
§ 2.5.7 OTHER FACILITY SUPPORT SERVICES	
	Not Provided

ADDITIONAL SERVICES

Additional Services are not included in the Facility Support Services described above, but may be required for the Project or specifically requested by Village of Villa Park.



COMPENSATION

Kluber, Inc. proposes to provide the Facility Support Services described above for the lump sum fee noted below.

Kluber, Inc. proposes to provide the Additional Services described above for the fees scheduled below.

Compensation for Facility Support Services and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Facility Support Services will be based on progress of the work performed on a monthly basis.

Services:

Facility Condition Assessment Phase (§ 2.5.1)	<u>\$69,775.00</u>
Total Services Fee:.....	\$69,775.00

Additional Services:

As requested At Hourly Rates listed below

Reimbursable Expenses incurred in connection with our services will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting (report binders), document reproduction (scanning of Owner's existing drawings), premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$500.00. Note: This estimate is based on scanning of the existing drawings and one (1) hardcopy of the report for each facility being provided to the Owner. An electronic file will be provided for Owner and is included as part of our Services.

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2023):

Kluber Architects + Engineers Staff	Hourly Rate
Principal.....	\$225.00
Project Manager.....	\$175.00
Project Mechanical Engineer III.....	\$165.00
Project Mechanical Engineer II.....	\$140.00
Project Mechanical Engineer I.....	\$115.00
Project Electrical Engineer III.....	\$165.00
Project Electrical Engineer II.....	\$140.00
Project Electrical Engineer I.....	\$115.00
Project Structural Engineer III.....	\$165.00
Project Structural Engineer II.....	\$140.00
Project Structural Engineer I.....	\$115.00
Project Architect III.....	\$135.00
Project Architect II.....	\$115.00
Project Architect I.....	\$95.00
Interior Designer III.....	\$115.00
Interior Designer II.....	\$95.00
Interior Designer I.....	\$75.00
Construction Observer.....	\$95.00
Senior Project Coordinator.....	\$75.00



Project Coordinator.....	\$55.00
Construction Observer.....	\$95.00
Senior Project Coordinator	\$75.00
Project Coordinator.....	\$55.00
Mark-up for Hourly Projects (indirect cost, OH & P).....	20.0%

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to Owner/Client and anyone claiming by, through, or under Owner/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.

TIMING

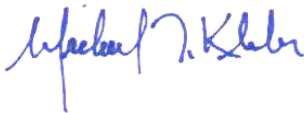
All services contemplated within this proposal shall be completed within 6 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael T. Kluber, P.E.
President
Kluber, Inc.

Accepted (Signature) Date

By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than Village of Villa Park.



Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Michael Guerra

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park Authorizing an Intergovernmental Agreement with County of DuPage, Illinois for the Lufkin Pond Basin Project

Suggested Action:

This intergovernmental agreement (IGA) is with DuPage County for the expansion of the Lufkin Pond Basin Project. The County is utilizing a portion of their American Rescue Plan Act (ARPA) to fund the expansion of the Lufkin Pond Basin to alleviate some of the stormwater flooding that the Village has historically experienced. This project was identified in the previously adopted Sugar Creek Watershed Plan performed by DuPage County to expand the existing pond to allow for additional storm water storage. This project was designed in coordination with the Village Park Department as to enhance the Village's Open Space Lands Acquisition and Development Grant (OSLAD) and to allow for an additional 7 acre feet of stormwater storage. The County is not requesting any financial assistance from the Village to complete this project but an intergovernmental agreement is required for their contractor to perform the work. Staff recommends that this IGA be approved so that the County can begin the project later this month to allow the project be completed by this fall.

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

Financial Impact:

No financial impact to the Village

Attachments:

[Memo- IGA with DuPage County for Lufkin Pond.docx](#)

[Resolution Authorizing Intergovernmental Agreement between County of DuPage and Village of Villa Park for the Lufkin Park Pond Basin Project \(2\).docx](#)

IGA Villa Park Lufkin Park Pond FINAL.pdf

Reduced Size File- Lufkin Park Sign Rendering 5-2-2023.jpg

Memo



To: Mathew Harline, Village Manager

From: Michael Guerra, P.E., Director of Public Works

A handwritten signature in black ink, appearing to read "Mike Guerra", is placed to the right of the "From:" line.

Date: June 8th, 2023

Re: Resolution of the Village of Villa Park Authorizing an Intergovernmental Agreement with County of DuPage, Illinois for the Lufkin Pond Basin Project

This intergovernmental agreement (IGA) is with DuPage County for the expansion of the Lufkin Pond Basin Project. The County is utilizing a portion of their American Rescue Plan Act (ARPA) to fund the expansion of the Lufkin Pond Basin to alleviate some of the stormwater flooding that the Village has historically experienced. This project was identified in the previously adopted Sugar Creek Watershed Plan performed by DuPage County to expand the existing pond to allow for additional storm water storage in response. This project was designed in coordination with the Village Park Department as to enhance the Village's Open Space Lands Acquisition and Development Grant (OSLAD) and to allow for an additional 6.9-acre feet of stormwater storage. The County is not requesting any financial assistance from the Village to complete this project, but an intergovernmental agreement is required for their contractor to perform the work. The County will look to start construction on this project in the next couple of months and will have the project completed in the fall of 2023.

Attached is a map showing the proposed improvements to the park. The existing open pond water will remain, and the County is planning on expanding the limits of the embankment to create a wetland bottom for the remainder of the pond. This will allow for a enhanced water quality to help provide a natural habitat.

Recommendation:

Staff recommends approval of this IGA with DuPage County for the Lufkin Pond Basin Project so the project can begin this summer for a fall completion.

Resolution No. _____

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS,
AND THE VILLAGE OF VILLA PARK FOR THE LUFKIN PARK POND BASIN PROJECT**

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

WHEREAS, the Village and the County of DuPage, Illinois, an Illinois unit of local government, (the “County”) are public agencies authorized by Article VII, Section 10, of the Constitution of the State of Illinois of 1970 and by the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to contract with any other public agency of Illinois or otherwise associate among themselves and to exercise jointly, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 *et seq.*);

WHEREAS, the County has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the American Rescue Plan Act (“ARPA”) permits the use of ARPA funds for stormwater infrastructure projects;

WHEREAS, the County Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects;

WHEREAS, the DuPage County Stormwater Management Planning Committee and the DuPage County Board have approved a municipal cost share program, and a portion of the funds

Resolution No. _____

dedicated to stormwater infrastructure are to be used to fund program-specific, shovel-ready projects that demonstrate flood protection and resilience measures;

WHEREAS, the DuPage County Board adopted the Sugar Creek Watershed Plan on September 11, 2018; and

WHEREAS, the expansion of the Lufkin Pond in Villa Park was a recommended project in the adopted Sugar Creek Watershed Plan; and

WHEREAS, the Village and County have agreed in concept that the “Lufkin Park Pond Basin Project” meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “Project”); and

WHEREAS, the County and the Village have determined that the implementation of the Project will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the County shall pay all Project expenses including planning, design, and construction expenses for the Project and have set forth their mutual understanding in an *Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Villa Park for the Lufkin Park Basin Project* (“Intergovernmental Agreement”); and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the City enter into the Intergovernmental Agreement with the County related to the Lufkin Park Pond Basin Project.

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

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

Section 2: It is advisable, necessary and in the public interest that the Village enter

Resolution No. _____

into the *Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Villa Park for the Lufkin Park Basin Project* ("Intergovernmental Agreement") in substantially the form attached hereto as Exhibit "A" and incorporated herein, and the Intergovernmental Agreement is hereby approved.

Section 3: The Village President is hereby authorized to execute and the Village Clerk is hereby authorized to attest the Intergovernmental Agreement in substantially the form attached hereto as Exhibit "A" 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 4: The officials, officers and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this resolution and to consummate the transactions set forth in the attached Intergovernmental Agreement.

Section 5: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

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

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2023.

Village President

Attest: _____
Village Clerk

Resolution No. _____

EXHIBIT A

*Intergovernmental Agreement between the County of DuPage, Illinois
and the Village of Villa Park for the Lufkin Park Basin Project*

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF VILLA PARK FOR THE LUFKIN PARK POND BASIN PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13 day of June 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF VILLA PARK, a body politic and corporate, with offices at 20 S. Ardmore Avenue, Villa Park, IL 60181 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a portion of the funds dedicated to Stormwater Infrastructure are to be used

to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the Sugar Creek Watershed Plan on September 11, 2018; and

WHEREAS, the expansion of the Lufkin Pond in Villa Park was a recommended project in the adopted Sugar Creek Watershed Plan; and

WHEREAS, the VILLAGE and COUNTY have agreed in concept that the “LUFKIN PARK POND BASIN PROJECT” meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the COUNTY shall pay all PROJECT expenses including planning, design, and construction expenses per this AGREEMENT; and

WHEREAS, the VILLAGE has agreed to allow the COUNTY and their contractors and staff to have full access to Lufkin Park until the project is substantially complete; and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the regrading and expansion of an existing stormwater basin located in the southern half of the area known as Lufkin Park within the limits of the Village of Villa Park.
- 2.2 The PROJECT shall be developed essentially in accord with the engineering report and engineering plans prepared by V3 Companies with a latest revision date of June, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be one million two hundred forty-three thousand, six hundred and twenty dollars (\$1,243,620). The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF VILLA PARK	\$0
COUNTY OF DUPAGE	\$1,243,620
TOTAL	\$1,243,620

- 3.2 The COUNTY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the COUNTY to undertake this PROJECT if the COUNTY in its sole discretion determines that it is no longer in the COUNTY's best interest to proceed with this PROJECT.
- 3.4 As this Agreement utilizes ARPA funds, the COUNTY is aware that time is of the essence in notifications as to whether the COUNTY will proceed with this project to substantial completion not later than September 30, 2024.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for allowing access to the property commonly known as Lufkin Park to the COUNTY and their contractors in order to carry out and complete the PROJECT.
- 4.2 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.3 The VILLAGE shall not be reimbursed by the COUNTY for any work undertaken related to the PROJECT prior to the signing of this AGREEMENT.

- 4.4 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).
- 4.5 The VILLAGE shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The COUNTY and COUNTY'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the VILLAGE from such liabilities in this PROJECT.
- 4.6 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.
- 4.7 Long-term maintenance of all storm structures, storm sewers, and pond grading shall be the responsibility of the VILLAGE. In addition, long-term maintenance of all pond wetland plugs, native vegetation, and turf grass surrounding the pond shall be the responsibility of the VILLAGE at the end of the 3-year vegetation maintenance and monitoring period.

5.0 COUNTY'S RESPONSIBILITIES.

5.1 The VILLAGE shall reserve the right to review the PROJECT plans and specifications, prior to the COUNTY'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components meet all VILLAGE requirements.

5.2 The COUNTY shall cost share in the PROJECT as follows:

The COUNTY shall pay 100% of the cost of the PROJECT including all approved design and construction costs associated with the PROJECT.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.

5.4 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for the completion of the PROJECT.

5.5 The preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids, shall be the sole responsibility of the COUNTY. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.

5.6 The COUNTY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through the 3 year Maintenance and Monitoring period for the vegetation.

6.0 GOVERNMENT REGULATIONS.

6.1 The COUNTY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The COUNTY shall indemnify, hold harmless and defend the VILLAGE or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S performance under this AGREEMENT to the fullest extent the COUNTY is so authorized under the law; provided, however, that the COUNTY shall not be obligated to indemnify, hold harmless and defend the VILLAGE for any negligent or intentional wrongful misconduct or omissions by VILLAGE officials, employees, agents, contractors or personnel.
- 7.2 The COUNTY shall specifically indemnify, hold harmless and defend the VILLAGE or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the COUNTY shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

Michael Guerra
Director of Public Works
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF VILLA PARK

Deborah A. Conroy,
Chair
DuPage County Board

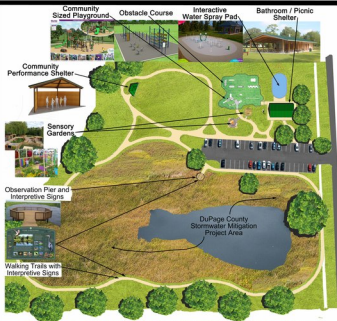
ATTEST:

Jean Kaczmarek,
County Clerk

Nick Cuzzone,
Village President

ATTEST:

Hosanna Korynecky,
Village Clerk



VILLA PARK AND DUPAGE COUNTY LUFKIN PARK RENOVATION

AN INTERGOVERNMENTAL PROJECT- 2023/2024



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Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Melissa Wolf

Submitting Department: Village Manager's Office

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution Approving and Authorizing a Parking Easement Agreement Between Hawthorneworld Villa Park LP and the Village of Villa Park

Suggested Action:

The Hawthorne Development Corporation, Inc. of Burr Ridge, Illinois (Hawthorne) is in breach of our Redevelopment Agreement (RDA) including failure to deed the property back for 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-211. While the easement is not the final resolution of that section of the RDA, it is an effective method by providing access use to the Village in the interim.

Attachments:

[BOT_Memo_RES-Authorizing Agrmt w Hawthorneworld for Easement.pdf](#)

[Resolution Approving and Authorizing Execution of a Parking Easement Agreement - Hawthorneworld Villa Park and The Village of Villa Park.docx](#)

[Parking Easement Agreement - Hawthorneworld Villa Park LP and Village of Villa Park - FINAL Clean 6.8.23 \(1\).pdf](#)

[Mortgagee Consent - City National Bank of Florida, as Collateral Assignee_Village of Villa Park.pdf](#)

[Mortgagee Consent - Hawthorneworld Villa Park LP_Village of Villa Park.pdf](#)

Memo



To: Village Board of Trustees and City Clerk

From: Matt Harline, Village Manager

Date: June 9, 2023

Re: Resolution Approving and Authorizing a Parking Easement Agreement Between Hawthorneworld Villa Park LP and the Village of Villa Park

Summary: This Hawthorne Development Corporation, Inc. of Burr Ridge, Illinois (Hawthorne) is in breach of our Redevelopment Agreement (RDA) including failure to deed the property back for 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-211. While the easement is not the final resolution of that section of the RDA, it is an effective method by providing access use to the Village in the interim.

Background: The North Ardmore TIF centers around the development known as Eco Terra by Hawthorne. In August of 2021 the Village and Hawthorne signed an RDA that called for all permits to be in hand by December 31, 2021, and to initiate construction by March 31, 2022. Because of a number of issues, including difficulties with labor and materials costs and with the tenants of the buildings that are now demolished, the Village approved an amended RDA in January of 2022. The amendment extended the deadline for all required permits to be issued to March 1, 2022, and the deadline to complete the construction of the Metra parking lot on the east side of Beverly Ave. from March 1, 2022, to June 30, 2022. The property on N. Beverly Ave. was to be transferred in June of 2022 as well.

Construction of the parking lot is essentially complete. The property that is to be conveyed to the Village does not include the unfinished apron (future sidewalk and parkway). While allowing the Village the use of the property does not make the Village entirely whole on this point, and certainly does not address the other points, it is a step in the right direction. Assuming we can get sign off by Vaster Sub II, LLC and City National Bank of Florida, passage of this resolution would authorize the Village President to sign the easement agreement and the property would be available if necessary for parking.

The Village staff in cooperation with attorneys from Storino, Ramello and Durkin are developing a second amendment to the Redevelopment Agreement. We are simultaneously pursuing enforcement action on Hawthorne for stormwater and zoning code violations to attempt to reduce the risk to health and safety and to improve the aesthetic appeal. We are also requiring Hawthorne to reopen the sidewalk on the south side of Vermont until construction commences. Hawthorne did install an opaque fence, which is an improvement, but the fence has blown over several times allowing easy access to the site.

Granting the easement is a positive development in the process.

Recommendation Action: Staff recommends approval of the Resolution to accept the easement contingent on consent by the mortgagees.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING A PARKING EASEMENT
AGREEMENT BETWEEN HAWTHORNEWORLD VILLA PARK LP AND THE
VILLAGE OF VILLA PARK**

WHEREAS, the Hawthorneworld Villa Park LP, an Illinois limited liability partnership (the “Grantor”) is the fee owner of a certain parcel of real estate in the Village of Villa Park, an Illinois Municipal Corporation (the “Grantee”) in DuPage County, Illinois legally described on Exhibit A attached hereto and made a part hereof, and commonly known as 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-2117 (the “Grantor’s Parcel”); and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to Grantee an exclusive easement for the use and enjoyment of the Property for the purpose of general public parking of motorized vehicles and related public access; and

WHEREAS, the Grantor desires to grant to the Grantee a portion of the Grantor’s Parcel, as an exclusive easement (the “Exclusive Easement”) over, upon and across the Property for the purpose of the general public parking of motorized vehicles and vehicular and pedestrian ingress and egress over, upon and across those portions of the Property which are designed from time to time as driveways, lanes and curb cuts in accordance with the terms and conditions thereof; and

WHEREAS, the Corporate Authorities of the Village deems it desirable and in the best interest of the Village to enter into a Parking Easement Agreement with Hawthorneworld Villa Park LP for the purpose of general public parking of motorized vehicles and related public access.

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

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village to enter into a *Parking Easement Agreement* with Hawthorneworld Villa Park LP for the purpose of permitting general public parking of motorized vehicles and related public access in the proposed portion of Grantor’s property legally described in the Easement Agreement.

Section 3: That *Parking Easement Agreement*, attached hereto as Exhibit “B”, and incorporated herein, is hereby approved and the Village President is hereby authorized to execute,

Resolution No. _____

and the Village Clerk to attest, same on behalf of the Village of Villa Park, with such approval and authority to execute being conditioned upon the Village's receipt of the *Parking Easement Agreement* fully and properly executed by Hawthorneworld Villa Park LP, along with all correlating mortgagee consents fully and properly executed by Vaster Sub II, LLC and City National Bank of Florida.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

PASSED AND APPROVED this _____ day of _____ 2023.

VILLAGE OF VILLA PARK:

Nick Cuzzone, Village President

ATTEST:

Hosanna Korynecky, Village Clerk

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Resolution No. _____

EXHIBIT A

THE PROPERTY

LOT 158 IN GEORGE M. COLLIN'S VILLA PARK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE NORHTWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS;

and

LOT 157 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-2117

PIN Nos: 06-03-123-006-0000; 06-03-123-007-0000

Resolution No. _____

EXHIBIT B

PARKING EASEMENT AGREEMENT

Prepared by and mail to:

Skoubis Alikakos LLC
1990 E. Algonquin Rd., Suite 230
Schaumburg, Illinois 60173
Attn: John N. Skoubis

PARKING EASEMENT AGREEMENT

THIS PARKING EASEMENT AGREEMENT ("Agreement") is made as of this ____ day of _____, 2023, by and between Hawthorneworld Villa Park LP, an Illinois limited liability partnership ("Grantor") and Village of Villa Park, an Illinois Municipal Corporation ("Grantee"), hereinafter, each individually referred to as a "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land (the "Property") legally described on Exhibit A attached hereto and made a part hereof, and commonly known as 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-2117; and

WHEREAS, Grantee has requested and Grantor has agreed to grant and convey to Grantee an exclusive easement for the use and enjoyment of the Property for the parking of motorized vehicles.

NOW, THEREFORE, in consideration for the sum of Ten and no/100 Dollars (\$10.00), the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The provisions of the foregoing recitals are, by this reference, herein incorporated as if they had been fully set forth in the text of this agreement.

2. Grant of Exclusive Easement by Grantor to Grantee. Subject to the terms of this Agreement and to all matters and conditions of record, Grantor hereby grants, gives, transfers and conveys to Grantee and to Grantee's guests, invitees, successors and assigns, an irrevocable, perpetual, exclusive easement (the "Easement") over, upon and across the Property for the purpose of the general public parking of motorized vehicles and vehicular and pedestrian ingress and egress over, upon and across those portions of the Property which are designed from time to time as driveways, lanes and curb cuts. The Easement and the rights of Grantee under this Agreement are being conveyed to and are being accepted by Grantee in "as is/where is" condition.

3. Reservations of Rights. Except as otherwise provided in this Agreement, Grantor reserves to itself all rights, powers and interests pertaining to the Property. Grantee shall not assign, convey, transfer, mortgage or otherwise encumber or alienate the Easement or any interest therein or rights thereunder.

4. Maintenance, Repair and Replacement. Grantor shall furnish and be responsible for, at Grantor's sole cost and expense, all maintenance, repairs and replacements to the Property.

5. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor from and against all claims, demands, actions, liabilities, damages, costs and expenses (including reasonable attorneys' fees) for injuries to any persons and damage to or misappropriation or loss of property occurring in or about the Property and arising, directly or indirectly, from (a) the use and occupancy of the Property or access thereto, (b) any activity, work, or thing done, permitted or suffered by Grantee in or about the Property (including without limitation, any alteration by Grantee), (c) any breach by Grantee or any guest or invitee of grantee or any other user of the Easement or the Property, or (d) any breach or default on the part of Grantee in the performance of any covenant or agreement on the part of Grantee to be performed under this Agreement or due to any other act or omission of Grantee or any guest or invitee of Grantee or any other user of the easement or the Property.

6. Collection Costs: Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Agreement the prevailing party shall be entitled to recover from the other all costs and expenses including, without limitation, reasonable attorneys' fees in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable.

7. Covenants Running with Land. The easement, restrictions, obligations, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land '.

8. Transfer of Ownership. Whenever a transfer of ownership of the Property occurs, the liability of the Grantor for any duty or covenant hereunder occurring thereafter shall automatically terminate with respect to Grantor. Any transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land and acceptance of a deed for such parcel or portion thereof shall be conclusive evidence of such assumption.

9. Relationship. Nothing herein shall be construed to create or infer a partnership, joint venture or agency relationship between the Parties hereto or their successors or assigns or to render either Party liable for the debts and obligations of the other.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto; no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein, shall be of any force or affect.

11. Conveyance of Property. On or before August 30, 2023, Grantor shall convey to Grantee good and marketable title to the Property. Grantor, at its expense, shall provide Grantee with a title policy insuring such title in Grantee. The failure of Grantor to convey the Property to Grantee, shall not invalidate the Grantee's rights to use and access of the Property under this Agreement.

12. Waiver. No delay or omission by any of the Parties hereto, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Party under the provisions of this Agreement shall impair any such right or power or to be construed to be a waiver thereof. A waiver by either Party hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.

13. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and hand delivered, mailed by registered or certified mail, postage prepaid, return receipt requested or sent by reputable overnight courier to the Party who is to receive such notice at the address below. Notice shall be deemed properly served if delivered in person to the Party to whom it is addressed or three (3) days after deposit in the United States mail if sent postage prepaid by United States registered or certified mail, return receipt requested, or one (1) business day after being sent by reputable overnight courier, addressed as follows:

If to Grantee: Village of Villa Park
20 S. Ardmore
Villa Park, Illinois 60181
Attn: Village Manager

If to Grantor: Hawthorneworld Villa Park LP
100 Tower Drive, Suite 238
Burr Ridge, Illinois 60527
Attn: Ganesan Visvabharathy

Any Party may change the name of the person or address to which notices and other communications are to be given by so notifying the other Party.

14. Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement, nor the intent of any provision hereof or in any way affect its provisions.

15. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this Agreement shall become null and void or illegal for any reason or be so held by any court of competent jurisdiction, the remaining provisions herof shall remain in full force and effect.

16. Amendment. This Agreement may be amended and modified only by a written instrument executed by the Parties hereto or their successors or assigns.

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

GRANTOR:

GRANTEE:

HAWTHORNEWORLD VILLA PARK LP,
an Illinois Limited Liability Partnership

VILLAGE OF VILLA PARK
an Illinois Municipal Corporation

By _____
Name: _____
Its: _____

Village President

ATTEST:

By: _____
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that _____, the _____ of Hawthorneworld Villa Park, LP, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and, as such _____, appeared before me this day in person and acknowledged that ___he signed and delivered the said instrument as h__ own free and voluntary act and as the free and voluntary act of Hawthorneworld Villa Park, LP for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Nick Cuzzone, President of the Village of Villa Park, and Hosanna Korynecky, Village Clerk of the Village of Villa Park, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and, as such President and Village Clerk, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village of Villa Park for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

EXHIBIT A

THE PROPERTY

LOT 158 IN GEORGE M. COLLIN'S VILLA PARK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE NORHTWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS;

and

LOT 157 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 403, 407 and 409 N. Beverly Ave., Villa Park, Illinois 60181-2117

PIN Nos: 06-03-123-006-0000; 06-03-123-007-0000

MORTGAGEE CONSENT

City National Bank of Florida, as Collateral Assignee, of that certain Mortgage executed by Hawthorneworld Villa Park, LP dated March 2, 2022 and recorded in the Office of the DuPage County, Illinois, Recorder of Deeds as Document No. R2022-027781, hereby consents to the execution and delivery of the above Easement and hereby agrees that (i) the mortgage identified in the paragraph shall be junior to the above Easement and respective rights provided for therein, and (ii) the foreclosure of the mortgage identified in this paragraph shall not extinguish the above Easement and the respective rights provided for therein.

Dated as of the _____ day of _____, 2023.

Mortgagee

By: _____

Name: _____

Its: _____

STATE OF _____ }

COUNTY OF _____ }

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such _____ and with full authority, executed the same voluntarily for and as the act of said mortgagee on the day the same bears date.

Given under my hand this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

MORTGAGEE CONSENT

Vaster Sub II, LLC, as owner and holder of that certain Mortgage executed by **Hawthorneworld Villa Park, LP** dated March 2, 2022 and recorded in the Office of the DuPage County, Illinois, Recorder of Deeds as Document No. R2022-027781, hereby consents to the execution and delivery of the above Easement and hereby agrees that (i) the mortgage identified in the paragraph shall be junior to the above Easement and respective rights provided for therein, and (ii) the foreclosure of the mortgage identified in this paragraph shall not extinguish the above Easement and the respective rights provided for therein.

Dated as of the _____ day of _____, 2023.

Mortgagee

By: _____

Name: _____

Its: _____

STATE OF _____ }

COUNTY OF _____ }

I, _____, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such _____ and with full authority, executed the same voluntarily for and as the act of said mortgagee on the day the same bears date.

Given under my hand this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Admin Asst

Submitting Department: Village Manager's Office

Item Type: Report/Presentation

Agenda Section: New Business

Subject:

Community F.U.N. Commission Request for Additional Funds

Suggested Action:

F.U.N. Commission requested \$1,000.00 to be set side in the FY2023 budget for a new event dubbed "Fall Festival". The FUN Commission has further defined this event as Autumn Jubilee event to be held on Saturday, September 30, 2023, from 2:00 to 7:00 PM at the Gazebo. The commission is requesting \$3,025.00 additional funds to hold the event which includes payment for Parks Staff at the overtime rate. Staff has no recommendation about the additional funding. Furthermore staff is willing to participate and cooperate with the FUN , but feels that the authority of Staff to direct and deny requests to Commissions needs to be defined in policy and adopted by the Board.

Financial Impact:

\$3,025

Attachments:

[BOT_Memo_NB-Community F.U.N. Commission Request for Additional Funds.pdf](#)

[FUN Commission Budget as submitted.pdf](#)

[F.U.N Commission_Autumn Jubilee Expense Request.pdf](#)

Memo



To: Village Board of Trustees and City Clerk
From: Matt Harline, Village Manager
Date: June 9, 2023
Re: Community F.U.N. Commission Request for Additional Funds

Summary: F.U.N. Commission requested \$1,000.00 to be set aside in the FY2023 budget for a new event dubbed "Fall Festival". The FUN Commission has further defined this event as Autumn Jubilee and it is to be held on Saturday, September 30, 2023, from 2:00 to 7:00 PM at the Ruggard Gazebo. The commission is requesting \$3,025.00 additional funds to hold the event which includes payment for Parks Staff at the overtime rate.

Background: The F.U.N. Commission, the Environmental Concerns Commission, and other Commissions have been involved in several programs which involve the expenditure of funds and use of Village staff. Unlike traditional Commissions like the Parks and Recreation Advisory Commission, the Planning and Zoning Commission and the Traffic and Safety Commission that review topics in an area of expertise and provide comment, advice and recommendations to the Board of Trustees, these Commissions have been doing active projects.

While some of the projects like the Spring Sweep, the Sidewalk Chalk Party, and the Green Champion Award are very popular and add value to the Community, there have been occasions where the expectations and expenditures have been more problematic. During the Pumpkin smash a year ago there was a request by a Commission leader for staff support during a weekday for an unplanned additional task. One Commission purchased a small amplification system but it was unclear who was responsible for storage of what is a Village asset as Commissions can't have assets. In this case the event will increase the allocation to the FUN Commission from \$3,500 to \$6,525 and include asking Village staff to work on the weekend, one week before Brew Fest. Staff members who attend the FUN Commission meetings suggested moving the event, but the event date has not changed.

The Village Code is clear that the Commissions should be seeking prior authorization from the Village Manager (although there could be a designee) before spending funds. Despite that, it has been fairly common for expenses to be incurred by private citizen Commissioners and then submitted to the Village staff for reimbursement. Regardless of how this event proceeds, that practice should end. A form will be developed and handed out to all Commissions that have funds budgeted and it will be made clear that in addition to authorization at the budget level prior authorization shall be required before purchase, and when possible, by Village staff to assure no sales taxes are paid.

The Village Code also makes clear that the staff reports to the Village Manager. When Commissions can plan events without staff being able to decline participation, we get into problems, not the least of which is that legally, we may have public resources going to private gain. Without authority granted explicitly by the Board, or the Village Manager, a Commission cannot act as the Village.

The FUN Commission hosts many activities that are very popular and loved by the Village (Oldest Tree, Christmas Decorations, assisting with Spring Sweep). For this particular event staff will support the effort if the Board approves the budget amendment. The Staff is not opposed to the budget amendment. The amount is negligible within the General Fund. During the budget meetings the FUN Commission was specifically encouraged to hold a fall event by one Trustee and the event itself seems fun and family oriented. But the staff would have preferred a different weekend.

There are other minor issues. The cost of trash has not been determined. The request submitted is not the entire budget for the event. The entire event budget is \$5,025, but the Commission intends to raise funds selling booth space to cover the difference, and include the money already budgeted. Those expenses and revenues should be detailed prior to authorization. The amount of staff contribution should be noted, but probably not actually charged.

Recommendation Action: Staff has no recommendation about the additional funding. Staff recommends that if funding is approved the FUN Commission should complete a Special Events permit and work with staff on further planning of this event.

Community F.U.N. Commission	2021 Actual	2022 Budget	2022 Detail	2023 Requested	2023 Detail
	\$3,253	\$3,500		\$3,500	
Sidewalk Chalk Party - Face painting supplies, Ads, Chalk, drinks and snacks for volunteers/ participants.			\$400		\$100
tables, Ads, drinks and snacks for			\$1,000		\$1,000
planters			\$500		\$200
Kites and Kicks Summer event - Food trucks, tents, DJ, equipment, giveaways, Ads			\$1,000		\$1,000
Fall Fest - Food trucks, hay rides, equipment rental, DJ or band, snacks for volunteers/participants, Ads		New Event			\$1,000
Joyful traditions -tree/ornaments			\$150		\$100
Awards and presentations for seasonal garden awards			\$150		\$100
Tent, banners, giveaway merchandise, table cloth for table for F.U.N. commission representation at V.P. events			\$300		\$0

Autumn Jubilee 2023

Expenses (not including taxes/shipping)

Hay Bales (12)	\$100	from Menards
2 Porta Potty & 2 cleaning station	\$800	(\$200 each) from LRS
Trash Cans		Still Need Pricing
Balloon Guy	\$650	
Face Paint	\$550	
Dance Floor - Special Guest Appearance	\$175	4 x 4 panel at \$35 each...20 x 20 includes set up, subfloor, and edging. Need to check on take down/pick-up charge
Party Trailer \$100 deposit Party trailer includes 10 tables, 100 chairs, 10x10 tent, 2 bean bag game sets, sound system, traffic barricades, drop-off and pick-up services. The cost for renting the party trailer is \$50 and a deposit of \$100 is required at the time of reservation.	\$50	
Electricity for Vendors -	\$700	\$50/hr Per Laborer, 2 Laborers needed during the event, one hour before and one hour after. \$100/hr x 7 hrs per Staff Liason Gina Racanelli
<i>Total</i>	<i>\$3,025</i>	

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Suzanne McVey

Submitting Department: Village Manager's Office

Item Type: Report/Presentation

Agenda Section: Old Business

Subject:

Discussion Regarding Recording of Parks and Recreation Advisory Commission Meetings

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Admin Asst

Submitting Department: Village Manager's Office

Item Type: Report/Presentation

Agenda Section: Old Business

Subject:

Union Place Villa Park Project at the Metra Station

Suggested Action:

The development group would consider revising its project. It could reduce the size of the project to one five story building rather than two seven story buildings. The 151 unit assisted living, memory care, and independent living building would be elongated over the entire site allowing it to go from seven to five stories. They would also incorporate the train station into the building and preserve the parking spaces for commuters.

Before the development group expends time and resources investigating the feasibility of a revised proposal, it would like to know if the Board would support a five-story project.

Attachments:

[BoT Memo OB-Union_Place_Villa_Park_Memo_12June23.docx](#)

Village of Villa Park

Economic Development Department



MEMORANDUM

TO: President Cuzzone and Board of Trustees

FROM: Patrick Burke, Director of Economic Development

DATE: June 12, 2023

SUBJECT: Union Place Villa Park Project at the Metra Station

Based on the direction the Board gave staff at the May 22 Board meeting, the development group lead by Well Quest would consider revising its project. It could reduce the size of the project to one five story building rather than two seven story buildings. The Metra station would be incorporated into the building. There would very little if any reduction in parking spaces for Metra customers.

To accommodate the height reduction, the 70-unit affordable senior apartments building would be eliminated. The 151 unit assisted living, memory care, and independent living building would be elongated over the entire site allowing it to go from seven to five stories. Resident amenities would include a reception/lobby, bistro, game room, dining rooms, activity rooms, art room, media room, library, salon, fitness, spa, outdoor dining, rooftop resident amenity deck, and garden beds. The project would create 80 – 100 permanent jobs.

Before the development group expends time and resources investigating the feasibility of a revised proposal, it would like to know if the Board would support a five-story project.

Recommendation Action: Staff recommends the Board choose either of two options:

1. Direct staff to engage the development group to produce a five-story senior living project that incorporates a Metra station and parking for commuters. The Board will then have to declare the property surplus at some point.

OR

2. Direct staff to let the development group know that the Village is not willing to sell its parking lot

Village Board of Trustees Agenda Item Report

Meeting Date: June 12, 2023

Submitted by: Admin Asst

Submitting Department: Village Manager's Office

Item Type: Report/Presentation

Agenda Section: Executive Session

Subject:

Pursuant to 5ILCS 120/2:

(c)(1) regarding the "appointment, employment, compensation, discipline, performance or dismissal of specific employees"; and (c)(11) regarding litigation, when action against, affecting or on behalf of the Village has been filed and is pending before a court or when the Village finds that an action is probable or imminent.

Suggested Action:

Attachments: