

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

Next Ordinance No: 4079
Next Resolution No: 19-34

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

Village Board of Trustees

April 22, 2019

7:00 PM

Village President Albert Bulthuis
Village Clerk Hosanna Korynecky
Village Trustees:

Chris J. Aiello, David Cilella, Nick Cuzzone, Donald Kase, Cheryl Tucker, Robert Wagner

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Comments on Agenda Items**
- 4. Amendments to the Agenda**
- 5. Proclamations & Presentations**
 - 5.a.** Proclamation Recognizing Municipal Clerks Week
[PROC - Municipal Clerks Week 2019](#)
 - 5.b.** Proclamation Recognizing Historical Preservation Month and Presentation of a Historical Preservation Award
[PROC - Historical Preservation Month 2019](#)
[2019 HP Award 1016 S. Summit Ave](#)
 - 5.c.** Environmental Concerns Commission's Green Champion Award Presentation
- 6. Consent Agenda**
 - 6.a.** Bill Listing for the Week of April 15, 2019 in the Total Amount of \$90,786.73

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.

- 6.b.** Minutes from the Board Meeting Held on April 8, 2019
[Minutes Apr 8, 2019](#)

7. Ordinances

- 7.a.** Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Real Estate Sale Contract for the Purchase of 100 and 110 S. Villa Avenue in the Amount of \$2,200,000

The owner has agreed to sell the properties located at 100 and 110 S. Villa Avenue to the Village for \$2,200,000. It is in the best interest of the Village to purchase this site for additional parking for the South Villa Avenue Business District. The existing property owner would relocate to 631 E. Wildwood Avenue.

[ORD - Approving Purchase of 100 and 110 S. Villa Real Estate Sale Contract 100 and 110 S. Villa Avenue](#)

- 7.b.** Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing the Sale by Public Auction of Surplus Vehicles Owned by the Village of Villa Park

Proceeds from the sale of the vehicles will be placed into the Equipment Replacement Fund and will be used to purchase additional equipment. Please see the attached list of property for consideration.

[ORD - Vehicle Auction Ordinance 04.2019](#)
[Description of Vehicles for Auction 4.2019](#)

8. Resolutions

- 8.a.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Acqua Contractors Corp. of Addison, Illinois, for Construction of the Princeton Avenue Improvement Project in an Amount Not to Exceed \$915,000

The Princeton Avenue Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The scope of work of the project includes street improvements, combined sewer separation, partial water main replacement, and selective sanitary sewer repairs on North Princeton Avenue from Elm Street to the Union Pacific Railroad. The project has been awarded a Community Development Block Grant for partial funding for the construction of the combined sewer separation and the water main replacement. Acqua Contractors Corp. of Addison, Illinois, submitted the lowest responsible bid for the project in the amount of \$915,000. Staff recommends approval of a contract with Acqua Contractors Corp. of Addison, Illinois, for construction of this project in an amount not to exceed \$915,000. Funds are budgeted for this expense in various accounts in the Street Improvement, Water Supply, and Wastewater Funds.

[MEMO - Princeton Avenue Construction](#)
[Princeton Avenue Project CIP Listing](#)

[Princeton Avenue Consultant Award Recommendation](#)
[RESO - Princeton Avenue Construction](#)

- 8.b.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Engineering Enterprises, Inc., of Sugar Grove, Illinois, for Phase III Construction Engineering of the Princeton Avenue Improvement Project in an Amount Not to Exceed \$88,798

Engineering Enterprises submitted a proposal to the Village to provide Phase III construction engineering services (street and utility improvements) for the Princeton Avenue Improvement Project. This resolution approves a contract with Engineering Enterprises for Phase III construction services in an amount not to exceed \$88,798, which would be taken from the Street Improvement, Water, and Wastewater funds.

[MEMO - Princeton Avenue Construction Engineering](#)
[RESO - Princeton Avenue Construction Engineering](#)
[Princeton Avenue Construction Engineering Proposal](#)

- 8.c.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Baxter & Woodman, Inc., for Phase II Design Engineering of the Yale Avenue Improvement Project (Plymouth to Ridge) in an Amount Not to Exceed \$86,300

The Yale Avenue Improvement Project is proposed in the Village's Capital Improvement Plan. The scope of work for the project includes street and water main improvements on North Yale Avenue from Plymouth Street to Ridge Road. The project has been awarded a Community Development Block Grant for the construction of the water main improvements. Engineering design of the project is budgeted in CY 2019, and staff would like to proceed with those design efforts. Approval of an engineering services agreement with Baxter & Woodman, Inc., of Crystal Lake, Illinois, for Phase II design engineering of this project in an amount not to exceed \$86,300 is recommended. Funding for these engineering services would be taken from Street Improvement Fund (Referendum) account number 60.502.03.292 and Water Supply Fund account number 82.502.02.292.

[MEMO - Yale Avenue Design](#)
[Yale Avenue Project CIP Listing](#)
[RESO - Yale Avenue Design](#)
[Yale Avenue Design Proposal](#)

- 8.d.** Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Budgeted Purchase of Playground Equipment for Willowbrook Park in an Amount Not to Exceed \$69,999

Willowbrook Park playground must be removed as part of the Jackson Pond Improvement Project. The current playground has been in use since 2000 and is over 19 years old. Plans from the Parks and Recreation Master Plan call for replacement of the playground and this purchase is the first step in the park renovation process. With the support of the Parks and Recreation Advisory Commission, who

unanimously supported the playground's replacement, it is recommended that the playground equipment be purchased from Team Reil, of Union, Illinois, in an amount not to exceed \$69,999. This purchase is budgeted in NEDSRA account number 34.502.02.299.

[Willowbrook Park Playground Design](#)

[Willowbrook Current Playground](#)

[Willowbrook Park Playground Memo](#)

[Willowbrook Playground quote](#)

[RESO - Purchase of Playground at Willowbrook Park](#)

8.e. Resolution of the Village of Villa Park, DuPage County, Illinois, Establishing the Fees for the Village's Swimming Pool for 2019

Pool pass rates must be finalized by a resolution and approved by the Board of Trustees. It is recommended, with support of the Parks and Recreation Commission, that there be no fee increase for the 2019 swim season. The recommended rates are as follows:

Early Bird Rates (May 1 - June 21, 2019):

Resident age 3-59	\$53
Non-resident age 3-59	n/a**
Resident senior age 60+	\$48
Non-resident age 60+	n/a**

Regular Season Rates (Beginning June 22, 2019):

Resident age 3-59	\$72
Non-resident age 3-59	\$99
Resident senior age 60+	\$64
Non-resident age 60+	\$92

(**Non-residents will not have the option to purchase pool passes at the reduced, early bird rate.)

The daily admission fees are recommended to be \$7 for residents ages 3 and older and \$9 for non-residents ages 3 and older. The evening discount fee will be \$5 for residents and \$7 for non-residents beginning at 5:00 pm. The daily admission rates recommended for 2019 are the same as they were in 2018. These fees are comparable with neighboring communities with similar aquatic facilities.

[RESO - Pool Fees 2019](#)

[MEMO - 2019 Pool Pass Rates](#)

[Pool Fee Comparison 2019](#)

8.f. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Village Manager's Employment Contract

[RESO - VM Contract 2019](#)

[2019 VM Employee Agreement](#)

9. Public Comments on Non-Agenda Items

10. Village Clerk's Report

11. Village Trustees' Report

12. Village President's Report

13. Village Manager's Report

14. Adjournment

Next Meeting is May 6, 2019

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kelly Kuechle

Submitting Department: Village Manager's Office

Item Type: Proclamations

Agenda Section:

Subject:

Proclamation Recognizing Municipal Clerks Week

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[PROC - Municipal Clerks Week 2019](#)



Proclamation
Municipal Clerks Week
May 5 – 11, 2019

WHEREAS, The Office of the Municipal Clerk is a time honored and vital part of local government; and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, providing the professional link between citizens, the local governing bodies and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, country and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now Therefore, I, Albert Bulthuis, Village President of Villa Park, do recognize the week of May 5 through 11, 2019 as **Municipal Clerk's Week**, and further extend appreciation to our Municipal Clerk, **Hosanna Korynecky**, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 22nd Day of April, 2019

Village President

ATTEST:

Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kelly Kuechle

Submitting Department: Village Manager's Office

Item Type: Proclamations

Agenda Section:

Subject:

Proclamation Recognizing Historical Preservation Month and Presentation of a Historical Preservation Award

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[PROC - Historical Preservation Month 2019](#)

[2019 HP Award 1016 S. Summit Ave](#)



Proclamation
Historical Preservation Month
May 2019

WHEREAS, "Yes, Preservation Matters!" is the theme for National Preservation Month, co-sponsored by the Villa Park Historical Preservation Commission and the Village of Villa Park, that celebrates and honors the past while looking toward the future and;

WHEREAS, the Village of Villa Park recognizes and is proud to have two National Register properties, nearly 80 buildings that have been historically recognized, and two locally designated Historic Landmark Business Districts; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by individuals who preserve the heritage that has shaped our Village and us as people; and

WHEREAS, historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride, maintaining community character, managing growth and sustaining development, while enhancing livability; and

WHEREAS, historic preservation encourages community reinvestment, saving resources and promoting socially, and culturally rich communities;

NOW, THEREFORE, I, Albert Bulthuis, Village President of Villa Park, proclaim May 2019 as Villa Park Historic Preservation Month, and call upon the people of Villa Park to join their fellow citizens across the United States in recognizing and participating in this special observance.

Village President

ATTEST:

Village Clerk

VILLA PARK HISTORICAL PRESERVATION COMMISSION

HISTORIC PRESERVATION AWARD

Designates the residence at **1016 S. Summit Avenue**, a Colonial Revival home built in 1947, and known as the **Horwitz House**, as a building significant to the history and development of the Village of Villa Park.

Its present owners, **Don and Angela Bogardus**, are commended for their sensitive preservation and maintenance of an important structure that links the past with the future of Villa Park.

This 22nd day of April, 2019

Village President

Historical Preservation Commission Chair



Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kelly Kuechle

Submitting Department: Environmental Concerns Commission

Item Type: Report/Presentation

Agenda Section:

Subject:

Environmental Concerns Commission's Green Champion Award Presentation

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kelly Kuechle

Submitting Department: Finance Department

Item Type: Bill Listing

Agenda Section:

Subject:

Bill Listing for the Week of April 15, 2019 in the Total Amount of \$90,786.73

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[2019-0415 CY19 Weekly Check Report](#)



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on April 22, 2019

Covering weekly check runs dated for:

April 15, 2019/CY19 \$90,786.73

2 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "041501","041519","WF041501"

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

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.40002 PERS PROP REPLACEMENT TAXES								
VILLA PARK PUBLIC LIBRARY	PPRT MAR2019	0		TO REIMBURSE PPRT - MAR 2019	2,524.48	.00		041501
Total 10.40002 PERS PROP REPLACEMENT TAXES:					2,524.48	.00		
Total :					2,524.48	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.511.00.206 SENIOR CITIZEN CAB SUBSIDY								
UNITED DISPATCH	56574	0		SENIOR CAB RIDES; MAR 2019	160.00	.00		041501
Total 10.511.00.206 SENIOR CITIZEN CAB SUBSIDY:					160.00	.00		
10.511.00.211 LEGAL SERVICES								
CLARK BAIRD SMITH LLP	11051	0		LEGAL - LABOR/UNION	11,426.25	.00		WF0415
ORR & ASSOC, KATHLEEN FIELD	15894	0		LEGAL SERVICES	8,488.25	.00		WF0415
Total 10.511.00.211 LEGAL SERVICES:					19,914.50	.00		
10.511.00.299 OTHER CONTRACTUAL SERVICES								
LATEER, KENNTEH	190401	0		WEBSITE REDESIGN	705.00	.00		WF0415
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					705.00	.00		
10.511.00.653 SENIOR CITIZENS COMMISSION								
KORYNECKY, HOSANNA	31319	0		3/13 SALT MTG LUNCHEON REIMB	590.00	.00		WF0415
Total 10.511.00.653 SENIOR CITIZENS COMMISSION:					590.00	.00		
10.511.00.668 SUMMERFEST								
SIR SPEEDY PRINT SIGNS MARKETIN	76449	0		#10 REGULAR LOGO ENVELOPES	190.00	.00		041519
Total 10.511.00.668 SUMMERFEST:					190.00	.00		
Total PUBLIC AFFAIRS:					21,559.50	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.512.00.303 DUES & PUBLICATIONS								
ROTARY CLUB OF VILLA PARK	361	0		LUNCHES AND DUES FOR QUARTER - RK	330.00	.00		WF0415
Total 10.512.00.303 DUES & PUBLICATIONS:					330.00	.00		
10.512.01.210 TELEPHONE								
SAWYER, BRIAN	REIMBMAR2019	0		PERS DEVICE PHONE REIMB; MAR 2019	24.99	.00		041501
SAWYER, BRIAN	REIMBMAR2019	0		PERS DEVICE USAGE REIM; MAR 2019	24.99	.00		041501
Total 10.512.01.210 TELEPHONE:					49.98	.00		
10.512.01.270 MAINT OF OFFICE EQUIPMENT								
DELL MARKETING LP	10307520772	0		DELL LATITUDE 5490 XCTO	6,966.48	.00		041501
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					6,966.48	.00		
10.512.01.299 OTHER CONTRACTUAL SERVICES								
COMCAST	INTERNETAPR2019	0		VILLAGE INTERNET SRVC 4/11/19-5/10/19	13.19	.00		041501
CURRENT TECHNOLOGIES CORP	721941	0		IT CONSULTANT- REMOTE SUPPORT	375.00	.00		041501
KNO2 LLC	INV00005070	0		MONTHLY LINE AND DOMESTIC PAGES	27.24	.00		041501
SAWYER, BRIAN	REIMBMAR2019	0		MILEAGE REIMB; MAR 2019	31.99	.00		041501
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					447.42	.00		
Total MANAGER:					7,793.88	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.513.00.210 TELEPHONE								
WACHTEL, KEVIN	MARCH 2019	0		USAGE REIMBURSEMENT; MARCH 2019	24.99	.00		WF0415
WACHTEL, KEVIN	MARCH 2019	0		PERS DEVICE PHONE REIMB; MARCH 2019	24.99	.00		WF0415
Total 10.513.00.210 TELEPHONE:					49.98	.00		
Total FINANCE:					49.98	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.514.00.299 OTHER CONTRACTUAL SERVICES								
MUNICIPAL SYSTEMS, INC.	17201	0		CD TICKET PROGRAM MARCH	300.00	.00		WF0415
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					300.00	.00		
10.514.00.303 DUES & PUBLICATIONS								
ROTARY CLUB OF VILLA PARK	354	0		ROTARY DUES-JF	330.00	.00		WF0415
Total 10.514.00.303 DUES & PUBLICATIONS:					330.00	.00		
10.514.00.317 OFFICE SUPPLIES								
RUNCO OFFICE SUPPLY	743430-0	0		STENO PADS, CARD STOCK, TAPE	86.57	.00		WF0415
Total 10.514.00.317 OFFICE SUPPLIES:					86.57	.00		
Total COMMUNITY DEVELOPMENT:					716.57	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.515.00.210 TELEPHONE								
COMCAST	78527244	0		REPAIR VILLAGE INTERNET	2,705.80	.00		041501
Total 10.515.00.210 TELEPHONE:					2,705.80	.00		
Total CENTRAL SERVICES:					2,705.80	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.516.00.299 OTHER CONTRACTUAL SERVICES								
HIGH EFFICIENCY PROFESSIONAL A	9030	0		PIPE INSULATION IN THE BOILER ROOM	1,250.00	.00		041501
MIDLAND PLUMBING & SEWER	5349	0		SY18-SRVC CALL SUMP PUMP PD	1,825.00	.00		041501
MIDLAND PLUMBING & SEWER	5581	0		SY18-SINK, WATER LINES REPAIR ICC	1,375.00	.00		041501
MIDLAND PLUMBING & SEWER	5593	0		SY18-HOT/COLD 2 ANGLE INSTALL	295.00	.00		041501
SR PRODUCTS	7045	0		ICC ROOF REPAIRS	915.71	.00		041519
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					5,660.71	.00		
Total BUILDINGS & GROUNDS:					5,660.71	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	344153187	0		UNIFORM,TOWELS	47.30	.00		041519
Total 10.518.00.215 SHOP SERVICES:					47.30	.00		
10.518.00.315 INSPECTIONS AND SAFETY TESTS								
SUBURBAN DRIVELINE INC	57517	0		SAFETY TEST #254	34.00	.00		041519
SUBURBAN DRIVELINE INC	57527	0		SAFETY TEST #30	34.00	.00		041519
SUBURBAN DRIVELINE INC	57528	0		SAFETY TEST #11	34.00	.00		041519
SUBURBAN DRIVELINE INC	57534	0		SAFETY TEST #12	34.00	.00		041519
SUBURBAN DRIVELINE INC	57536	0		SAFETY TEST #9	50.50	.00		041519
SUBURBAN DRIVELINE INC	57546	0		SAFETY TEST #95	34.00	.00		041519
SUBURBAN DRIVELINE INC	57547	0		SAFETY TEST #61	34.00	.00		041519
SUBURBAN DRIVELINE INC	57577	0		SAFETY TEST #25	34.00	.00		041519
SUBURBAN DRIVELINE INC	57578	0		SAFETY TEST #61	34.00	.00		041519
SUBURBAN DRIVELINE INC	57579	0		SAFETY TEST #48	34.00	.00		041519
SUBURBAN DRIVELINE INC	57585	0		SAFETY TEST #94	34.00	.00		041519
SUBURBAN DRIVELINE INC	57587	0		SAFETY TEST #4	34.00	.00		041519
SUBURBAN DRIVELINE INC	57592	0		SAFETY TEST #96	34.00	.00		041519
SUBURBAN DRIVELINE INC	57649	0		SAFETY TEST #92	34.00	.00		041519
SUBURBAN DRIVELINE INC	57651	0		SAFETY TEST #PW	50.50	.00		041519
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:					543.00	.00		
Total GARAGE:					590.30	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.01.202 TRAINING & CONFERENCES								
LYONS, WILLIAM	040419	0		TUITION REIMBURSEMENT; W. LYONS	3,000.00	.00		041501
MCCANN, DANIEL	040419	0		TUITION REIMBURSEMENT; D. MCCANN	3,000.00	.00		041501
NORTH EAST MULTI-REGIONAL	251899	0		ANNUAL MEMBERSHIP FEES	3,610.00	.00		041501
SVARA, JAMES	TRAVREIMB032619	0		ILEAS CONF TRAVEL REIMB; J. SVARA	275.39	.00		041501
Total 10.520.01.202 TRAINING & CONFERENCES:					9,885.39	.00		
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9827287952	0		POLE CAMERAS & CELL PHONES	848.35	.00		041501
Total 10.520.01.210 TELEPHONE:					848.35	.00		
10.520.01.299 OTHER CONTRACTUAL SERVICES								
MUNICIPAL SYSTEMS, INC.	17201	0		PD TICKET PROGRAM MARCH	650.00	.00		WF0415
MUNICIPAL SYSTEMS, INC.	17202	0		COLLECTION PROGRAM MARCH	200.00	.00		WF0415
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					850.00	.00		
10.520.08.299 OTHER CONTRACTUAL SERVICES								
TRANSUNION RISK & ALTERNATIVE	797595 3/19	0		INVESTIGATIVE SERVICES; MAR 2019	104.15	.00		041501
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					104.15	.00		
10.520.09.299 OTHER CONTRACTUAL SERVICES								
CAR WASH DEVELOPMENT LLC	125	0		PD CAR WASHES; MAR 2019	141.00	.00		041501
JOHNSON'S VILLA PARK INC	51	0		61 CAR WASHES; MAR 2019	183.00	.00		041501
VETERAN'S TOWING & RECOVERY IN	16115	0		TOW CHRG; SEIZED FORD F-150	175.00	.00		041501
VETERAN'S TOWING & RECOVERY IN	16228	0		TOW CHRG; SEIZED HYUNDAI SONATA	175.00	.00		041501
VETERAN'S TOWING & RECOVERY IN	16431	0		TOW CHARGES FOR SEIZED CHEVY TRAILB	175.00	.00		041501
WEST & SONS TOWING INC	81200	0		TOW CHRG; SEIZED '18 CHEVY TRAX	175.00	.00		041501
WEST & SONS TOWING INC	82440	0		TOW CHRG; SEIZED '13 KIA SOUL	175.00	.00		041501
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					1,199.00	.00		
10.520.09.301 UNIFORMS								
JG UNIFORMS INC	53052	0		UNIFORMS FOR PT OFFC WHITCHELO	44.50	.00		041501
Total 10.520.09.301 UNIFORMS:					44.50	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
Total POLICE:					12,931.39	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.521.01.210 TELEPHONE								
STAPLETON, STEVEN	PHONEREIMBFEB2019	0		PERS DEVICE PHONE REIMB; FEB 2019	24.99	.00		041501
STAPLETON, STEVEN	PHONEREIMBFEB2019	0		PERS DEVICE USAGE REIMB; FEB 2019	24.99	.00		041501
STAPLETON, STEVEN	PHONEREIMBJAN2019	0		PERS DEVICE PHONE REIMB; JAN 2019	24.99	.00		041501
STAPLETON, STEVEN	PHONEREIMBJAN2019	0		PERS DEVICE USAGE REIMB; JAN 2019	24.99	.00		041501
Total 10.521.01.210 TELEPHONE:					99.96	.00		
10.521.01.299 OTHER CONTRACTUAL SERVICES								
HASTINGS AIR-ENERGY CONTROL	176829	0		BALANCER FOR PLYMOVENT SYSTEM	469.55	.00		041501
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					469.55	.00		
10.521.01.303 DUES & PUBLICATIONS								
IFSAP	DUES2019	0		M.HORNBACK ANNUAL MEMBERSHIP DUES	45.00	.00		041501
Total 10.521.01.303 DUES & PUBLICATIONS:					45.00	.00		
10.521.01.315 BUILDING MAINT SUPPLIES								
STATE INDUSTRIAL PRODUCTS	900937301	0		TRUCKWASH & NEUTRAL DISINFECTANT CL	209.28	.00		041501
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					209.28	.00		
10.521.21.311 PROGRAM SUPPLIES								
WORLDPOINT ECC INC	+4124629	0		E-PALS CARDS	32.40	.00		041501
Total 10.521.21.311 PROGRAM SUPPLIES:					32.40	.00		
10.521.22.202 TRAINING & CONFERENCES								
MABAS DIVISION XII	19-106	0		4 MEMBERS TO FLASHOVER DRILL	200.00	.00		041501
Total 10.521.22.202 TRAINING & CONFERENCES:					200.00	.00		
10.521.22.299 OTHER CONTRACTUAL SERVICES								
ACE HARDWARE, VILLA PARK	13556	0		BRUSHES,TAPE,SPRAY PAINT, CARB CLEAN	69.82	.00		041501
AIR ONE EQUIPMENT INC	142464	0		HURST EDRAULIC MAINTENANCE	75.00	.00		041501
DINGES FIRE COMPANY	55170	0		AMKUS RESCUE TOOL MAINTENTANCE	716.00	.00		041501
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					860.82	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.521.22.399 OTHER SUPPLIES								
ACE HARDWARE, VILLA PARK	13564	0		BOX,HOOK,DRILLBITS	40.41	.00		041501
BICKLEY, JAMES	040219	0		PLYWOOD AND BAGS; EQUIPMENT FOR E82	99.80	.00		041501
Total 10.521.22.399 OTHER SUPPLIES:					140.21	.00		
Total FIRE:					2,057.22	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.523.02.301 UNIFORMS								
O'HERRON CO INC, RAY	1905571-IN	0		SET-UP FEE;VPFD GRAPHIC ON HATS & SHI	120.00	.00		041501
O'HERRON CO INC, RAY	1908618-IN	0		SS SHIRT FOR PT MEMBER E.FINN	37.95	.00		041501
O'HERRON CO INC, RAY	1908620-IN	0		JOB SHIRT FOR PT MEMBER E.FINN	79.00	.00		041501
Total 10.523.02.301 UNIFORMS:					236.95	.00		
10.523.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	70435637	0		THERAPY OXYGEN; STA 81	45.58	.00		041501
Total 10.523.02.399 OTHER SUPPLIES:					45.58	.00		
Total AMBULANCE/PARAMEDIC:					282.53	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.524.02.299 OTHER CONTRACTUAL SERVICES								
VINTAGE TECH LLC	20474	0		E-WASTE REMOVAL FEES	853.92	.00		041501
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					853.92	.00		
Total GARBAGE:					853.92	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.525.01.303 DUES & PUBLICATIONS								
ILLINOIS PUBLIC WORKS MUTUAL AID	352	0		2019 ILPWMAN MEMBERSHIP DUES	175.00	.00		041501
Total 10.525.01.303 DUES & PUBLICATIONS:					175.00	.00		
10.525.25.219 UTILITY - ELECTRIC								
CONSTELLATION NEW ENERGY INC	2/19	0		1 S CENTRAL AVE; 2/8-3/11/19	292.69	.00		041501
CONSTELLATION NEW ENERGY INC	2/19	0		118 S VILLA AVE ; 2/8-3/11/19	40.32	.00		041501
CONSTELLATION NEW ENERGY INC	2/19	0		0 E WISCONSIN AVE ; 2/21-3/22/19	10,843.59	.00		041501
Total 10.525.25.219 UTILITY - ELECTRIC:					11,176.60	.00		
10.525.27.342 ASPHALT MIX								
C. E. RENTALS	113291	0		AQUA PATCH	350.00	.00		041501
HEALY ASPHALT CO LLC	17444	0		2.81 TNS UPM COLD MIX	384.97	.00		041501
HEALY ASPHALT CO LLC	17454	0		1.84 TNS UPM COLD MIX	252.08	.00		041501
HEALY ASPHALT CO LLC	17468	0		4.79 TNS UPM COLD MIX	656.23	.00		041501
HEALY ASPHALT CO LLC	17485	0		2.78 TNS UPM COLD MIX	380.86	.00		041501
HEALY ASPHALT CO LLC	17512	0		2.27 TNS UPM COLD MIX	310.99	.00		041501
HEALY ASPHALT CO LLC	17537	0		1.81 TNS UPM COLD MIX	247.97	.00		041501
Total 10.525.27.342 ASPHALT MIX:					2,583.10	.00		
10.525.27.399 OTHER SUPPLIES								
PRO SAFETY INC	1/322920	0		SHOE COVERS	33.42	.00		041501
Total 10.525.27.399 OTHER SUPPLIES:					33.42	.00		
Total STREET:					13,968.12	.00		
Total CORPORATE FUND:					71,694.40	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
27.502.01.299 OTHER CONTRACTUAL SERVICES								
ORR & ASSOC, KATHLEEN FIELD	15894	0		LEGAL SERVICES - KENILWORTH TIF	1,225.50	.00		WF0415
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:					1,225.50	.00		
Total GENERAL:					1,225.50	.00		
Total TIF 5 FUND - KENILWORTH:					1,225.50	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
28.502.01.299 OTHER CONTRACTUAL SERVICES								
ORR & ASSOC, KATHLEEN FIELD	15894	0		LEGAL SERVICES - ST CHARLES TIF	43.00	.00		WF0415
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					43.00	.00		
Total GENERAL:					43.00	.00		
Total TIF 4 FUND - ST. CHARLES RD:					43.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.44403 FALL/WNTR/SPRG PROGRAM REV								
JACKSON, KIMBERLY	81061	0		CLASS CANCELLED	75.00	.00		041501
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:					75.00	.00		
Total :					75.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.01.210 TELEPHONE								
COMCAST	78527244	0		REPAIR VILLAGE INTERNET	636.44	.00		041501
Total 35.502.01.210 TELEPHONE:					636.44	.00		
35.502.01.270 MAINT OF OFFICE EQUIPMENT								
GORDON FLESCH CO., INC	12538177	0		FEB ICC COPIER IMAGES	363.70	.00		041519
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					363.70	.00		
35.502.01.317 OFFICE SUPPLIES								
GARVEY'S OFFICE PRODUCTS	1689355	0		ICC OFFICE SUPPLIES	90.67	.00		041519
GARVEY'S OFFICE PRODUCTS	1696915	0		ICC OFFICE SUPPLIES	65.23	.00		041519
Total 35.502.01.317 OFFICE SUPPLIES:					155.90	.00		
35.502.36.282 RENTAL/LEASE								
SCHOOL DISTRICT 45	1231	0		JAC GYM RENTAL, YTH BBALL LEAGUE	60.00	.00		041519
SCHOOL DISTRICT 45	1237	0		JEFF GYM RENTAL, YTH BBALL LEAGUE	22.50	.00		041519
SCHOOL DISTRICT 45	1241	0		ARD GYM RENTAL, YTH BBALL LEAGUE	67.50	.00		041519
SCHOOL DISTRICT 45	1243	0		ARD GYM RENTAL, YTH BBALL LEAGUE	30.00	.00		041519
SCHOOL DISTRICT 45	1249	0		JAC GYM RENTAL, YTH BBALL LEAGUE	11.25	.00		041519
SCHOOL DISTRICT 45	1255	0		JEFF GYM RENTAL, YTH BBALL LEAGUE	22.50	.00		041519
SCHOOL DISTRICT 45	1258	0		SY18-JAC GYM RENTAL- OPEN GYM	22.50	.00		041501
SCHOOL DISTRICT 45	1262	0		JAC GYM RENTAL, ADT OPEN GYM	33.75	.00		041519
SCHOOL DISTRICT 45	1269	0		JEFF GYM RENTAL, OPEN GYM	33.75	.00		041519
SCHOOL DISTRICT 45	1277	0		JEFF GYM RENTAL, WOMEN VBALL	56.25	.00		041519
SCHOOL DISTRICT 45	1286	0		JAC GYM RENTAL, WOMEN VBALL	56.25	.00		041519
Total 35.502.36.282 RENTAL/LEASE:					416.25	.00		
35.502.36.299 OTHER CONTRACTUAL SERVICES								
CHESS SCHOLARS	3001715	0		YTH CHESS PROG. CO-OP	74.00	.00		041519
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					74.00	.00		
35.502.36.311 PROGRAM SUPPLIES								
STAR PRO SHOP	1142	0		SOCCER PARTICIPATION MEDALS	202.40	.00		041519
Total 35.502.36.311 PROGRAM SUPPLIES:					202.40	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
Total GENERAL:					1,848.69	.00		
Total RECREATION FUND:					1,923.69	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
36.502.01.210 TELEPHONE COMCAST	78527244	0		REPAIR VILLAGE INTERNET	115.38	.00		041501
Total 36.502.01.210 TELEPHONE:					115.38	.00		
Total GENERAL:					115.38	.00		
Total PARKS FUND:					115.38	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
41.502.01.210 TELEPHONE								
COMCAST	78527244	0		REPAIR VILLAGE INTERNET	107.93	.00		041501
Total 41.502.01.210 TELEPHONE:					107.93	.00		
Total GENERAL:					107.93	.00		
Total SWIMMING POOL FUND:					107.93	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
50.502.02.299 OTHER CONTRACTUAL SERVICES								
US BANK	5279840	0		ANNUAL ADMIN FEES, SERIES 2015	450.00	.00		WF0415
US BANK	5279972	0		ANNUAL ADMIN FEE, SERIES 2018A	450.00	.00		WF0415
US BANK	5309290	0		ANNUAL ADMIN FEES, SERIES 2017	450.00	.00		WF0415
Total 50.502.02.299 OTHER CONTRACTUAL SERVICES:					1,350.00	.00		
Total GENERAL:					1,350.00	.00		
Total DEBT SERVICE FUND:					1,350.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.03.292 ENGINEERING SERVICES								
BAXTER & WOODMAN INC	0205132	0	170056	PHASE 2 DESIGN ENG. SOUTH MICHIGAN, K	4,670.91	.00		041501
Total 60.502.03.292 ENGINEERING SERVICES:					4,670.91	.00		
Total GENERAL:					4,670.91	.00		
Total STREET IMPROVEMENT FUND:					4,670.91	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
65.502.02.401 CAPITAL OUTLAY								
CAR REFLECTIONS	19-111	0		DECALS FOR NEW EXPLORER #189	760.00	.00		041501
Total 65.502.02.401 CAPITAL OUTLAY:					760.00	.00		
Total GENERAL:					760.00	.00		
Total EQUIPMENT REPLACEMENT FUND:					760.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.01.210 TELEPHONE								
COMCAST	78527244	0		REPAIR VILLAGE INTERNET	78.16	.00		041501
Total 82.502.01.210 TELEPHONE:					78.16	.00		
82.502.01.299 OTHER CONTRACTUAL SERVICES								
SENSUS USA INC	ZA19000655	0		ANNUAL SENSUS FLEXNET M2 SOFTWARE	1,949.94	.00		041501
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					1,949.94	.00		
82.502.02.219 UTILITY - ELECTRIC								
DYNEGY ENERGY SERVICES	275283918021 2/18	0		CORNELL PUMP STN; 2/8-3/10/19	3,070.54	.00		041501
Total 82.502.02.219 UTILITY - ELECTRIC:					3,070.54	.00		
Total GENERAL:					5,098.64	.00		
Total WATER SUPPLY FUND:					5,098.64	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.01.210 TELEPHONE								
COMCAST	78527244	0		REPAIR VILLAGE INTERNET	78.16	.00		041501
Total 83.502.01.210 TELEPHONE:					78.16	.00		
83.502.02.219 UTILITY - ELECTRIC								
DYNEGY ENERGY SERVICES	275283918021 2/18	0		WWFTF ; 2/8-3/10/19	2,072.53	.00		041501
Total 83.502.02.219 UTILITY - ELECTRIC:					2,072.53	.00		
83.502.02.292 ENGINEERING SERVICES								
RJN GROUP INC	291019	0		2016 SEWER REHAB PRGM; RESPONSE TO	1,172.50	.00		041501
Total 83.502.02.292 ENGINEERING SERVICES:					1,172.50	.00		
83.502.04.292 ENGINEERING SERVICES								
BAXTER & WOODMAN INC	0205132	0	170056	PHASE 2 DESIGN ENG. SOUTH MICHIGAN, K	474.09	.00		041501
Total 83.502.04.292 ENGINEERING SERVICES:					474.09	.00		
Total GENERAL:					3,797.28	.00		
Total WASTEWATER FUND:					3,797.28	.00		
Grand Totals:					90,786.73	.00		

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>71,694.40</u>
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	<u>1,225.50</u>
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	<u>43.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>1,923.69</u>
PARKS FUND	
Total PARKS FUND:	<u>115.38</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>107.93</u>
DEBT SERVICE FUND	
Total DEBT SERVICE FUND:	<u>1,350.00</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>4,670.91</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>760.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>5,098.64</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>3,797.28</u>

	<u>Amount Paid</u>
Grand Totals:	<u>90,786.73</u>

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

DATE

APPROVED BY



Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "041501","041519","WF041501"

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kelly Kuechle

Submitting Department: Village Board

Item Type: Minutes

Agenda Section:

Subject:

Minutes from the Board Meeting Held on April 8, 2019

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[Minutes Apr 8, 2019](#)

VILLAGE OF VILLA PARK
338 N. Iowa Avenue
Villa Park, IL 60181

Village Board of Trustees

April 08, 2019

7:00 PM

Village President Albert Bulthuis
Village Clerk Hosanna Korynecky
Village Trustees:

Chris J. Aiello, David Cilella, Nick Cuzzone, Donald Kase, Cheryl Tucker, Robert Wagner

PRESENT: Trustees Aiello, Cilella, Cuzzone, Kase, Tucker, Wagner and President Bulthuis.

ALSO PRESENT: Attorney Orr, Manager Keehner and Clerk Korynecky.

1. Call to Order - Roll Call.

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

2. Pledge of Allegiance.

President Bulthuis led the Pledge of Allegiance.

3. Public Comments on Agenda Items.

President Bulthuis said public comments will be moved to after Item 6.

4. Amendments to the Agenda

5. Consent Agenda.

5.a. Minutes from the Board Meeting on March 25, 2019.

5.b. Bill Listing for the Week of March 25, 2019 for a Total Amount of \$493,597.45.

Motion to approve Consent Agenda was made by Trustee Aiello and seconded by Trustee Tucker. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Cuzzone, Kase, Wagner, Cilella, Tucker, Aiello and President Bulthuis. There were no nays. Motion carried.

6. Second Reading on Ordinances to be Codified.

Second and Final Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Increasing the Number of Class A Tavern Restricted Liquor Licenses.

The property located at 324 E. Central Boulevard is being redeveloped into a tavern called Fuel. The property in question has two buildings, one which will house the tavern and the other an ice cream shop. There are no available Class A liquor licenses. This ordinance will add one Class A license, bringing the total number of all liquor licenses to 61.

Motion to approve the ordinance was made by Trustee Wagner and seconded by Trustee Kase. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Cuzzone, Tucker, Aiello, Cilella, Kase, Wagner and President Bulthuis. There were no nays. Motion carried.

Public Comments.

Residents who spoke in favor of not demolishing Lufkin Pool: Deb Canale, Tom King, Rick Sloan, Amy Jenkins, Wendy Granrath, Maggie Hock, Christine Murphy, Kevin Patrick, Terry Wolf, Dan Casale, S. Gunmar, Steve DeLaRosa, Sam Balsam, Patrick Stefanski, Elmhurst Attorney Ben Silver.

Residents who spoke in favor of demolishing Lufkin Pool: Jen Burns who also read a letter from resident Kelly Lopez, Charles Wentworth, Kim Lescar.

7. Resolutions.

- 7.a. 1.** Motion to Take from the Table a Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing a Contract with American Demolition Corporation of Elgin, Illinois, for the Demolition of Lufkin Pool in the Amount of \$77,700

Motion to take the resolution from the table was made by Trustee Wagner and seconded by Trustee Cuzzone. Attorney Orr provided clarification on the motion. Roll call vote tallied five (5) ayes made by Trustees Cilella, Aiello, Kase, Wagner and President Bulthuis and two (2) nays made by Trustees Cuzzone and Tucker. Motion carried.

- 2.** Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Acceptance of a Proposal from American Demolition Corporation for the Demolition of Lufkin Pool and Related Structures in the Amount of \$77,700.

At its November 12, 2018 meeting, the Village Board of Trustees voted to place a non-binding referendum question on the April 2, 2019 Consolidated General Election ballot. The question stated, "Do you support the Village of Villa Park, Illinois, spending up to \$1,000,000 in new property taxes to fund repairs to Lufkin Pool which would allow the Village to safely reopen the pool?" Election results show that 52.64% of voters did not support the referendum.

A demolition contract with American Demolition Corporation of Elgin, Illinois, has been provided in the amount of \$77,700 for the labor, equipment, material and legal disposal of equipment for Lufkin Pool. Funds for this purchase would be transferred from the Corporate Fund into Swimming Pool Fund account number 41.502.03.401.

Motion to approve the resolution was made by Trustee Aiello and seconded by Trustee Kase. Trustee Wagner said he was against the demolition and wanted to postpone the vote until June. Trustees Cuzzone and Tucker said they were not in favor of keeping the pool but would like the vote postponed until June. Roll call vote tallied four (4) ayes made by Trustees Cilella, Aiello, Kase and President Bulthuis and three (3) nays made by Trustees Cuzzone, Tucker and Wagner. Motion carried.

- 7.b.** Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Agreements with Benefit Providers.

Agreements with the Village's health, life and dental providers expire June 30, 2019. It is necessary to consider agreements with these carriers or other providers in order to maintain the required level of benefits offered to employees as defined by Collective Bargaining Agreements. Due to the recent change in fiscal year, the proposed packages would extend existing coverage for an additional six months through December 31, 2019. These providers include Blue Cross and Blue Shield of Illinois, Delta Dental of Illinois, Fort Dearborn Life, Vision Service Plan and Linden Oaks Behavioral Health. The Village also sponsors wellness programs through CHC Wellness and Virgin Pulse. Due to several large claims filed in the last year, Blue Cross offered a 6% increase in current premium rates for the six month period. It is recommended that the Board approve these benefit services.

Motion to approve the resolution was made by Trustee Cilella and seconded by Trustee Kase. Trustee Tucker asked for clarification. President Bulthuis provided the information. Roll call vote tallied seven (7) ayes made by Trustees Tucker, Cuzzone, Aiello, Wagner, Cilella, Kase and President Bulthuis. There were no nays. Motion carried.

- 7.c.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Construction Engineering Services Agreement with V3 Companies, Ltd. Of Woodridge, Illinois, for Phase III Construction Engineering of the St. Charles Road Bridge Improvement Project in an Amount Not to Exceed \$296,160.67.

The St. Charles Road Bridge Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The scope of work of the project includes the rehabilitation of the bridge superstructure. Design of the project is complete and IDOT had advertised the project for bidding. The bid opening is scheduled for April 26, 2019. The Village expects to receive federal STP BR funding to provide 80% funding for engineering and construction of the project. Staff now wishes to proceed with Phase III construction engineering. V3 Companies has submitted a proposal to provide those services at a cost not to exceed \$296,160.67. Approval of this engineering agreement is recommended. Funds for this work are budgeted in account number 60.502.10.292 in the Street Improvement Fund (Non Referendum). The Village would be responsible for paying for eligible engineering costs and seeking reimbursement of the federal share from IDOT.

Motion to approve the resolution was made by Trustee Wagner and seconded by Trustee Kase. Trustee Aiello asked about Elmhurst's contribution. President Bulthuis provided additional details. Roll call vote

tallied seven (7) ayes made by Trustees Aiello, Cuzzone, Tucker, Cilella, Wagner, Kase and President Bulthuis. There were no nays. Motion carried.

- 7.d.** Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Denler, Inc. of Mokena, Illinois, for the 2019 Crack Sealing and Seal Coating Services Project in an Amount Not to Exceed \$40,200.
The completion of approximately 30,000 pounds of asphalt pavement crack sealing and 2,000 pounds of concrete pavement crack sealing on various streets throughout the Village as a part of the 2019 Crack Sealing Program is proposed. For the past several years, Villa Park has participated with other municipalities in a joint bidding process performed by the Village of Woodridge. Bids were received on March 21, 2019 and the low bidder was Denler, Inc. of Mokena, Illinois. Approval of a contract with Denler, Inc. for the 2019 Crack Sealing Program in an amount not to exceed \$40,200 is recommended. There is \$50,000 budgeted for crack sealing in account number 60.502.02.299 in the Street Improvement Fund for CY 2019.
Motion to approve the resolution was made by Trustee Cuzzone and seconded by Trustee Cilella. Trustee Cilella asked what percentage of work has already been done in the Village. Assistant Village Engineer Kevin Mantels explained how the work is done on a continuous basis. Trustee Tucker asked how staff determines which streets need sealing. Assistant Village Engineer Mantels explained the qualitative and quantitative process used. Roll call vote tallied seven (7) ayes made by Trustees Kase, Cuzzone, Aiello, Tucker, Cilella, Wagner and President Bulthuis. There were no nays. Motion carried.
- 8. Public Comments on Non-Agenda Items.**
Resident Kevin Patrick and newly elected Village Trustee said he is looking forward to working with the board. Resident Kim Lescar asked the Village to address the problem of individuals running across the tracks in front of an oncoming train at the Metra Station.
- 9. Village Clerk's Report.**
Clerk Korynecky announced a Money Smart for Older Adults program sponsored by the Senior Concerns Commission and presented by Inland Bank on April 10 at 1:30 p.m. at the Community Recreation Building.
- 10. Trustees' Report.**
Trustee Wagner announced the Garden Club of Villa Park's annual plant sale on May 3 & 4. He said the Library will reopen on April 15. He also said the Community Pride Commission and Environmental Concerns Commission will host a Spring Sweep recycling event on May 18.
Trustee Tucker said the Parks and Recreation Advisory Commission will meet on April 9 at 7 p.m. at Iowa Community Center. She also informed residents that Elmhurst City Council will be considering a request for a gas station at Rt. 83 and St. Charles Road.
Trustee Aiello had no report or recommendations.
Trustee Cilella thanked that residents who voted on April 2nd.
Trustee Cuzzone announced a pancake breakfast at St. Alexander's on April 14 from 7:30 a.m. to 12:30 p.m. and the fish fry at the VFW every Friday at 5:30 p.m.
Trustee Kase had no report or recommendations.
- 11. Village President's Report.**
President Bulthuis said he recently attended a Rail Safety Blitz meeting on rail safety and said he spoke to Metra representatives about a pedestrian underpass.
- 12. Village Manager's Report.**
Manager Keehner had no report or recommendations.
- 13. Executive Session.**
Pursuant to the General Provisions of the Open Meetings Act.
a. 5ILCS 120/2 (c)(1) Personnel Matters
b. 5ILCS 120/2 (c)(2) Collective Bargaining Matters
c. s
d. 5ILCS 120/2 (c)(6) Sale or Lease of Property
e. 5ILCS 120/2 (c)(11) Pending Litigation
f. 5ILCS 120/2 (c)(21) Discussion of Closed Session Minutes

Motion to approve Executive Session was made by Trustee Wagner and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Kase, Cuzzone, Aiello, Tucker, Cilella, Wagner and President Bulthuis. There were no nays. Motion carried.

14. Adjournment.

Motion to adjourn was made by Trustee Cuzzone and seconded by Trustee Aiello. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 10:17 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting will be April 22, 2019.

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kelly Kuechle

Submitting Department: Village Manager's Office

Item Type: Ordinances

Agenda Section:

Subject:

Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Real Estate Sale Contract for the Purchase of 100 and 110 S. Villa Avenue in the Amount of \$2,200,000

Suggested Action:

The owner has agreed to sell the properties located at 100 and 110 S. Villa Avenue to the Village for \$2,200,000. It is in the best interest of the Village to purchase this site for additional parking for the South Villa Avenue Business District. The existing property owner would relocate to 631 E. Wildwood Avenue.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[ORD - Approving Purchase of 100 and 110 S. Villa](#)

[Real Estate Sale Contract 100 and 110 S. Villa Avenue](#)

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPROVING A REAL ESTATE SALE CONTRACT FOR THE PURCHASE
OF 100 AND 110 S. VILLA AVENUE**

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

WHEREAS, in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively, the “*Corporate Authorities*”), pursuant to Ordinance Nos. 3540, 3541, and 3542, respectively, adopted on April 30, 2009, approved a redevelopment plan and project (the “*Redevelopment Plan*”) setting forth a plan for the development, redevelopment and revitalization of a redevelopment project area; designated a redevelopment project area known as the St. Charles Road TIF Redevelopment Project Area (the “*Redevelopment Project Area*”); and, adopted tax increment allocation financing for the Redevelopment Project Area; and,

WHEREAS, pursuant to the TIF Act, the Village is authorized to acquire real estate in the manner necessary to achieve the objectives of the Redevelopment Plan and to incur reasonable or necessary “redevelopment project costs,” as defined by the TIF Act, including property assembly costs, in furtherance of or incidental to the Redevelopment Plan; and,

WHEREAS, G—C Properties, LLC, an Illinois limited liability company (the “*Owner*”) owns the property commonly known as 100 and 110 S. Villa Avenue, Villa Park, Illinois (the “*Subject Property*”), which Subject Property is located within the Redevelopment Project Area; and,

WHEREAS, the principals of the Subject Property's Owner operate a landscaping supply business known as A.K. Mulch & Firewood on that portion of the Subject Property commonly known as 110 S. Villa Avenue (the "*Business*"); and,

WHEREAS, to induce the Owner to sell the Subject Property, the Village has approved the acquisition of the property commonly known as 631 E. Wildwood Avenue, Villa Park, Illinois (the "*Like Kind Property*") in order to provide the Owner with an alternative property for purchase to continue operation of the Business within the Village; and,

WHEREAS, the Owner has agreed to sell the Village the Subject Property at a purchase price of \$2,200,000 on the condition that such sale be contingent upon the Village and Owner entering into a contract for the Owner's purchase of the Like Kind Property from the Village; and,

WHEREAS, the Corporate Authorities find that the acquisition of the Subject Property is necessary in furtherance of the Redevelopment Plan and will foster the successful implementation thereof thereby reducing certain of the blighting conditions that resulted in the designation of the Redevelopment Project Area under the TIF Act and, therefore, believe it to be in the best interests of the Village and its residents to purchase the Subject Property from the Owner in accordance with the terms and conditions of a real estate sale contract between the parties.

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 all of the recitals set forth above are incorporated herein as if fully restated in this Section 1.

Section 2: That the Real Estate Sale Contract by and between the Owner and the Village, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Manager are hereby authorized and directed to execute and deliver said contract on behalf of the Village and undertake any and all actions as may be required to implement its terms.

Section 3: That the Attorney for the Village is hereby authorized to execute any documents necessary to accomplish the transaction contemplated by the above-referenced Real Estate Sale Contract.

Section 4: This Ordinance shall be in full force and effect upon its passage by a vote of two-thirds of the Corporate Authorities holding office.

PASSED this ____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2019

Village President

Attest: _____
Village Clerk

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (the "Contract") is dated _____, 2019 (the "Date of Acceptance"), and is by and between the Village of Villa Park, DuPage County, Illinois ("Purchaser") and G--C Properties, LLC, an Illinois limited liability company ("Seller").

1. **Real Estate.** Seller shall transfer, assign, sell, and convey or cause to be transferred, assigned, sold, and conveyed to Purchaser all of Seller's interest in the land ("the Land") in DuPage County, Illinois, legally described on Exhibit A hereto (which Land is commonly known as 100 and 110 S. Villa Avenue, Villa Park, Illinois, and which is identified by permanent real estate tax identification numbers 06-10-106-001, 06-10-106-002, and 06-10-106-004), all buildings located on the Land (the "Buildings") together with all of Seller's rights, titles, and interests, if any, in and to:

A. all easements, party walls, rights of way, privileges, appurtenances, and rights to the same, belonging to or inuring to the benefit of the Land;

B. all streets, alleys, or other public ways adjacent to the Land, before or after vacation thereof; and

C. all fixtures located in the Buildings or on the Land.

The Land, the Buildings and other real property interests to be conveyed as aforesaid are collectively referred to herein as "the Real Estate." The conveyance of the Real Estate shall be by a recordable warranty deed with release of homestead rights, if any, subject only to Permitted Exceptions as defined in Paragraph 3.C.

2. **Purchase Price.** The purchase price to be paid by Purchaser to Seller at Closing for the Real Estate ("the Purchase Price") shall be \$2,200,000, less any and all prorations and adjustments, if any (as defined and described in Paragraph 8 of this Contract).

3. **Title Insurance; Permitted Exceptions; Survey.**

A. Purchaser shall obtain a commitment ("the Commitment") by a Title Insurance Company (the "Title Insurer" or the "Escrow Agent") to issue a current form ALTA owner's title insurance policy (the "Owner's Title Policy"), in the amount of the Purchase Price, covering title to the Real Estate, subject to the Permitted Exceptions.

B. Seller has in its possession a current survey for parcel number 06-10-106-002. Except for parcel number 06-10-106-002, Seller, at its expense, shall obtain an ALTA survey of the Real Estate, dated after the date of this Contract, made by an Illinois licensed surveyor, in accordance with ALTA/NSPS 2016 Land Title Survey requirements, including items 1, 7(a), 7(b)(1), 11 and 19 from Table A thereof and sufficient to allow the Title Insurer to provide "extended coverage" ("Survey"), and certified to the Purchaser and the Title Insurer. In the event that the survey Seller currently possesses for parcel number 06-10-106-002 is insufficient to allow

the Title Insurer to provided "extended coverage" for the entirety of the Real Estate, Seller, at its expense, shall obtain an ALTA survey with the same Table A items listed above for said parcel sufficient to allow the Title Insurer to provided "extended coverage."

C. The following matters shall be permitted exceptions to title insurance coverage ("Permitted Exceptions"):

- 1) Property Taxes for the Current Tax Period and subsequent years, including, but not limited to, any lien securing the payment thereof;
- 2) any other matter (including encroachments and liens and encumbrances of a definite and ascertainable amount) over which the Title Insurer will issue an endorsement or against which Purchaser will be indemnified by the Title Insurer and to which no Purchaser's Objection remains outstanding and uncured as provided by Paragraph 3.D.;
- 3) all reservations, exceptions, covenants, conditions, restrictions, agreements, easements, setback lines and other matters of record which are disclosed in the Title Commitment and to which no Purchaser's Objection remains outstanding and uncured as provided by Paragraph 3.D.;
- 4) zoning regulations and other governmental laws, rules, regulations, codes, orders and directives affecting the Property;
- 5) unrecorded easements, discrepancies, boundary line disputes, overlaps, shortages in area, encroachments and other matters which are disclosed by Seller to Purchaser and to which no Purchaser's Objection remains outstanding and uncured as provided by Paragraph 3.D.;
- 6) the rights that the public and upper and lower riparian owners have in any waters present on the Real Estate; and
- 7) matters arising as a result of the acts or omissions of Purchaser or any of its affiliates, agents, employees, contractors or representatives.

D. Prior to the end of the Due Diligence Period (as hereinafter defined), if the Commitment discloses exceptions (including disclosure that Seller is not in title to the Real Estate), if the legal description on the Survey does not match that on the Commitment, or if the Survey discloses encroachments, boundary line disputes, or other matters which do or may render title to the Real Estate unmarketable, Purchaser shall provide Seller with a written notice (the "Purchaser's Objections Notice") of any matters on the Commitment or the Survey to which Purchaser objects (the "Purchaser's Objections"). If Purchaser fails to deliver Purchaser's Objections Notice within the Due Diligence Period, Purchaser shall be deemed to have waived any objections to and accepted the Commitment and the Survey. Within 5 Business Days after Seller's receipt of the Purchaser's Objections Notice (the "Seller Objection Response Period"), Seller shall provide written notice to Purchaser as to whether Seller will cure any of the Purchaser's Objections or refuse to cure the Purchaser's Objections (the "Seller's Response Notice"). In no event shall Seller be obligated to cure any of the Purchaser's Objections. If Seller fails to deliver the Seller's

Response Notice within the Seller Objection Response Period, Seller shall be deemed to have elected not to cure the Purchaser's Objections. In the event Seller elects, or is deemed to have elected, not to cure any of Purchaser's Objections, then Purchaser shall have the right, by written notice delivered to Seller within 10 Business Days after the expiration of the Seller's Objection Response Period (the "Purchaser's Election Notice"), to either (i) waive the Purchaser's Objections which Seller shall not cure and proceed to Closing or (ii) terminate this Contract, in which event the parties shall have no further rights or obligations hereunder. In the event Purchaser fails to deliver the Purchaser's Election Notice to Seller within 10 Business Days after the expiration of the Seller's Objection Response Period, then Purchaser shall be deemed to have elected to waive the Purchaser's Objections and proceed to Closing. All of Purchaser's Objections that are waived, or deemed to be waived by Purchaser shall become Permitted Exceptions. In the event Seller elects to cure any of Purchaser's Objections, Seller shall complete the cure of such Purchaser's Objections on or before the Closing Date.

E. At the Closing, Seller shall deliver to Purchaser evidence that Purchaser will receive from the Title Insurer, at Seller's expense, a current form ALTA owner's title insurance policy insuring the fee simple interest of Purchaser in the Real Estate in the amount of the Purchase Price and subject to the Permitted Exceptions.

4. **Due Diligence; Inspection.** A precondition to Purchaser's obligation to consummate the purchase of the Real Estate is Purchaser's satisfaction with the results of one or more inspections of the Real Estate. Purchaser, or persons selected by Purchaser, shall make such inspection or inspections at a reasonable time or at reasonable times within 90 days of the Date of Acceptance (the "Due Diligence Period"). Seller shall allow Purchaser, and all persons selected by Purchaser to make any of such inspections, unrestricted access to the Real Estate at reasonable times for the purpose of making such inspections.

Purchaser and its agents, employees, contractors and representatives shall have the right to enter upon the Real Estate for purposes of performing inspections, surveys, and other similar activities during the Due Diligence Period; provided Purchaser and Purchaser's agents, employees, contractors or representatives shall adhere to the following requirements:

- (i) Before Purchaser (or any of its agents, employees, contractors or representatives) may enter upon the Real Estate, Purchaser shall give as much notice as reasonably possible under the circumstances. Seller may accompany Purchaser and its agents, employees, contractors and representatives while they are on the Real Estate.
- (ii) Purchaser shall repair all damage to the Real Estate resulting from Purchaser's exercise of its rights under this Paragraph or caused by Purchaser (or any of its agents, employees, contractors or representatives).
- (iii) Purchaser shall indemnify, defend and hold harmless Seller from and against all claims, demands, actions, lawsuits, liabilities, damages, costs and expenses (including, but not limited to, court costs, litigation expenses and attorneys' fees) arising as a result of Purchaser's activities on the Real Estate prior to the Closing, except to the extent the same are directly due to the negligence or willful misconduct of Seller or any of its agents, employees, contractors or representatives.

On or before expiration of the Due Diligence Period, Purchaser may choose to cancel this Contract, and Purchaser may exercise this right by delivering notice of its election to do so to Seller prior to the end of the Due Diligence Period. If Purchaser fails to terminate this Contract by giving written notice to Seller prior to the end of the Due Diligence Period, then Purchaser will be deemed to have waived its right to terminate this Contract under this Paragraph 4.

5. **Purchaser's Conditions Precedent to Closing.**

Purchaser's obligation to consummate the transaction contemplated by this Contract is contingent upon all of the following conditions (the "Purchaser Closing Conditions") being satisfied as of the date and time the Closing is scheduled to take place under Paragraph 9:

A. Seller not having filed a petition in bankruptcy, making an assignment for the benefit of creditors, or otherwise declaring itself to be insolvent, and not being the subject of an involuntary petition in bankruptcy or similar insolvency proceeding.

B. Seller delivering to Purchaser at Closing all documents and deliveries as required by the terms of Paragraph 9 of this Contract.

C. Seller maintaining the Real Estate in its present condition, normal wear and tear excepted.

D. Seller not being in default under this Contract, all of the representations and warranties made by Seller in this Contract being true, accurate and complete in all material respects as of the Closing Date and Seller not having failed to disclose any information necessary to make such representation or warranty, in light of the relevant facts and circumstances, not materially misleading.

E. Seller having complied with and performed all of Seller's representations and warranties as provided in Paragraph 13 hereof.

F. To the extent available, the Seller having delivered, within 10 Business Days of the Date of Acceptance, the documents listed in Exhibit B ("Due Diligence Materials"), attached hereto and made a part hereof, to Purchaser for review.

G. Seller having removed from the Real Estate all personal property, including but not limited to, grain bins, storage containers, and concrete blocks, with the exception of the 10 concrete blocks, which shall remain at the Real Estate, nearest to the Purchaser's five butterfly gardens located on the property adjacent to the Real Estate.

If any one of the Purchaser Closing Conditions is not satisfied as of the date and time the Closing is scheduled to occur, and Seller has not terminated this Contract in accordance with the terms hereof, then Purchaser may: (i) terminate this Contract by written notice to Seller; (ii) waive such Purchaser Closing Conditions and proceed with the Closing; or (iii) if the Purchaser Closing Condition is not satisfied as a result of Seller's breach of this Contract, seek specific performance in accordance with Paragraph 17.

6. **Seller's Conditions Precedent to Closing.**

Seller's obligation to consummate the transaction contemplated by this Contract is contingent upon all of the following conditions (the "Seller Closing Conditions") being satisfied as of the date and time the Closing is scheduled to take place under Paragraph 9:

A. Purchaser not being in default under this Contract, all of the representations and warranties made by Purchaser in this Contract being true, accurate and complete in all material respects as of the Closing Date and Purchaser not having failed to disclose any information necessary to make such representation or warranty, in light of the relevant facts and circumstances, not materially misleading.

B. Seller's receipt of the Purchase Price from Purchaser, subject to the prorations, credits and adjustments expressly provided for in this Contract.

C. Purchaser not having filed a petition in bankruptcy, making an assignment for the benefit of creditors, or otherwise declaring itself to be insolvent, and not being the subject of an involuntary petition in bankruptcy or similar insolvency proceeding.

D. Purchaser executing and delivering all of the documents required under Paragraph 9.

E. Purchaser and Seller having entered into a contract for Seller's purchase from Purchaser of the real estate commonly known as 631 East Wildwood Avenue, Villa Park, Illinois, as legally described on Exhibit C hereto, with such contract providing for a purchase price of \$1,100,000 and Purchaser's removal of said real estate from the applicable floodplain (the "Like Kind Property").

F. Purchaser having accepted assignments of the lease agreements attached hereto as Exhibit D (the "Leases") for the current tenants at the Real Estate, namely Cherokee Rose Embroidery, Inc. and Eclipse Dog Grooming (the "Current Tenants").

If any one of the Seller Closing Conditions is not satisfied as of the date and time the Closing is scheduled to occur, and Purchaser has not terminated this Contract in accordance with the terms hereof, then Seller may: (i) terminate this Contract by written notice to Purchaser; or (ii) waive such Seller Closing Conditions and proceed with the Closing.

7. **Pre-Closing Inspection.** Seller and Purchaser shall conduct an inspection of the Real Estate for the purpose of confirming that the condition of the Real Estate is the same as on the date of this Contract, ordinary wear and tear excepted and as otherwise provided above. The inspection conducted pursuant to this Paragraph 7 shall be made at the latest reasonable time before the Closing Date.

8. **Prorations and Credits.**

A. Calculation. All prorations to be made under this section "as of the Closing Date" shall be made as of the Closing Date, with the effect that Seller shall pay the portions of the

expenses and receive the portions of the income to be prorated under this Contract which are allocable to periods prior to and including the Closing Date and Purchaser shall pay the portions of such expenses and receive the portions of such income which are allocable to periods after the Closing Date.

B. Property Taxes. The Property Taxes shall be prorated as of the Closing Date based on 105% of the most recent ascertainable full year tax bill. Seller represents and warrants that it shall fully indemnify Purchaser for any Property Taxes relating to the Real Estate that Purchaser is required to pay which were accrued prior to the Closing Date. All prorations will be final as of the Closing Date.

C. Utilities. Seller shall pay, when due, all charges for utilities furnished to the Real Estate prior to the Closing under any account maintained in Seller's name, and Seller shall be entitled to retain any utility deposits made by Seller which are refundable. Purchaser shall be responsible for making arrangements for the continuation of such utilities to the Real Estate on the Closing Date or within 3 days thereof.

9. Closing.

A. The consummation of the transactions described in this Contract ("the Closing") shall occur at Chicago Title Insurance Company located in Westchester, Illinois, on the date which is 21 days after the Purchaser has completed the necessary documentation to remove the Like Kind Property from the current applicable floodplain and is capable of transferring possession to Seller for the operation of its Business or July 31, 2019, whichever date is later (the "Closing Date")

B. At the Closing, Seller shall at Seller's expense deliver or cause to be delivered to Purchaser the following:

1. A Special Warranty Deed (the "Deed"), in a form reasonably acceptable to Purchaser, conveying the Real Estate to Purchaser, with Seller's warranties limited only by matters which are Permitted Exceptions, accompanied by evidence of the Commitment consistent with Paragraph 3 herein.

2. An affidavit of title, appropriately executed and acknowledged by Seller, stating that:

a) Within 4 months preceding the Closing Date no improvements or repairs have been made in or to the Real Estate, nor any work done, which have not been fully paid for, no materials have been furnished or delivered to the Real Estate which have not been fully paid for, no contract has been made or entered into and nothing has been done, suffered, or permitted in relation to the Real Estate the consequence of which will cause any lien or claim of lien to be made against the Real Estate under the Mechanics Lien Act of the State of Illinois.

b) With the exception of Seller's Current Tenants, no person or entity has a right or claim of right to occupy or be possessed of the Real Estate or any part

or parts thereof other than Seller, whose rights will terminate as of the consummation of the Closing.

c) Seller has done nothing on or subsequent to the effective date of the most current Commitment which would render inaccurate the status of title to the Real Estate as reported in such Commitment.

3. A non-foreign seller affidavit in accordance with the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended.

4. Transfer tax declarations for the State of Illinois, County of DuPage, and any applicable municipality. The conveyance provided for herein is an exempt transaction pursuant to 35 ILCS 200/31-45(b)(1) and no real estate transfer taxes shall be payable to the State of Illinois, County of DuPage, or Purchaser as a consequence of the conveyance of the Real Estate.

5. An ALTA statement in duplicate and all other documents required by the Title Insurer to issue a policy of title insurance conforming to the requirements of this Contract.

6. Payoff letters from all holders of obligations, if any, secured by interests in the Real Estate, effective on the Closing Date.

7. Copies of plans, engineering reports, maintenance schedules and operating manuals relating to the Real Estate, if any.

8. A bill of sale conveying all personal property remaining at the Real Estate to Purchaser.

9. Validly executed assignments and estoppel certificates for the Leases.

10. All other documents, certificates, forms and agreements required by this Contract or applicable law or customarily required by the Title Company, in order to close the transaction.

C. At the Closing, Purchaser shall at Purchaser's expense deliver or cause to be delivered to Seller the following:

1. In the form of Good Funds as defined in the Illinois Title Insurance Act, the balance of the Purchase Price, plus or minus any prorations and adjustments provided for in this Contract.

2. An ALTA statement in duplicate and all other documents required by the Title Insurer to issue a policy of title insurance conforming to the requirements of this Contract.

3. Acceptance of assignments related to the Leases as provided in Paragraph 6F.

4. All other documents, certificates, forms and agreements required by this Contract or applicable law or customarily required by the Title Company, in order to close the transaction and vest good title in Buyer.

D. Seller and Purchaser shall jointly prepare a Closing Statement reciting the Purchase Price and all credits, prorations, and adjustments thereto.

E. At or prior to Closing, Seller shall deliver to Purchaser, to the extent available and in Seller's possession or control, originals of all warranties affecting any part of the Real Estate, licenses, permits, drawings, certificates of occupancy, authorizations, consents and approvals required by law and issued by any governmental authority having jurisdiction over the Real Estate and relating thereto, as well as originals of any Due Diligence Materials previously furnished as copies.

F.

- 1) At Closing, Seller shall pay: (i) 50% of the fees charged by the Title Insurer to coordinate the Closing; (ii) the premium for the Owner's Title Policy, including the cost of extended coverage under the Owner's Title Policy; (iii) the cost of the Survey (if not previously paid) and (iv) all transfer taxes, documentary stamps, intangible taxes and surtaxes due, if any, in connection with the transfer of the Real Estate to Purchaser.
- 2) At Closing, Purchaser shall pay: (i) 50% of the fees charged by the Title Insurer to coordinate the Closing; (ii) the cost of any endorsements to the Owner's Title Policy requested by Purchaser; and (iii) all recording charges and other similar fees due in connection with the transfer of the Real Estate to Purchaser and the recording of the documents described in this Paragraph 9.
- 3) Except as otherwise expressly provided herein, Seller and Purchaser shall each be responsible for paying the attorneys' fees that it incurs in connection with the transaction contemplated by this Contract and all other costs and expenses incident to its negotiation of this Contract and to their performance and compliance with all agreements contained herein on its part to be performed, except that if a party brings suit against the other party, then the prevailing party shall be entitled to recover from the other all attorneys' fees and costs of suit incurred in connection therewith. In addition, Purchaser shall pay, prior to delinquency, all expenses incurred by Purchaser in connection with its due diligence with respect to the Real Estate (including, but not limited to, the cost of physical inspections, environmental assessments, zoning and permits reviews).

10. **Possession.**

Subject to the rights of Seller's Current Tenants, Seller shall deliver possession of the Real Estate to Purchaser as of the Closing Date. Possession of the Building shall be delivered in broom-clean condition. Any property left on the Real Estate by Seller after that time shall be deemed abandoned and, at Purchaser's election, shall be sold or discarded. Purchaser shall be entitled to keep all proceeds of sale, if any, from any such property sold, and shall be reimbursed by Seller for any costs of removal and disposal of such property or debris.

11. **Escrow.**

The transaction contemplated by the Agreement shall be closed by means of a Deed and Money "New York Style" Escrow at the office of the Title Insurer. The attorneys for the parties are authorized to sign the escrow instructions on behalf of the parties. This Contract shall not be merged into the escrow agreement but the latter shall be deemed auxiliary to this Contract, and as between the parties hereto, upon failure of the escrow or otherwise, the provisions of this Contract shall be controlling.

12. **Brokers.** The parties represent that no brokers have been involved in this transaction.

13. **Seller's Representations and Warranties.**

Seller represents and warrants to Seller's actual knowledge to Purchaser as of the Date of Acceptance:

A. Seller is the sole and absolute owner of and has good and marketable title to the Real Estate. Upon consummation of the Closing, Purchaser shall have good and marketable title to the Real Estate free and clear of all liens, claims, and encumbrances.

B. There are no pending or, to Seller's knowledge, threatened condemnation or eminent domain proceedings against all or any part of the Real Estate by an entity other than the Purchaser.

C. There are no notices, suits, or judgments relating to violations of fire, zoning, building, health, or other applicable codes, laws, and ordinances, or, to Seller's knowledge, any other matters, which may result in an obligation or liability of Purchaser after Closing or, to Seller's knowledge, which have created or might in the future create a lien against the Real Estate, that have not been corrected or disclosed in writing to Purchaser, nor are there any threats thereof which are known to Seller.

D. Other than Purchaser's threat of Eminent Domain, there is no litigation or proceeding pending or, to Seller's knowledge, threatened against or relating to the Real Estate that has not been disclosed to Purchaser in writing.

E. There are no special assessments affecting the Real Estate in effect or, to Seller's knowledge, contemplated.

F. No person or entity other than Seller is entitled to use, possession, or occupancy of the Real Estate, other than the Current Tenants, and, other than this Contract and the Leases for

the Current Tenants, no leases, options, listing agreements, or other agreements granting or giving a right, or which may cause Seller to become obligated to grant or give a right, to use, occupy, be possessed of, or manage the Real Estate, or any part or parts thereof, are executed or under negotiation.

G. Environmental Matters. To the best of Seller's actual knowledge, during Seller's ownership of the Real Estate, the Real Estate has not been used as a site for the use, generation, manufacture, storage, disposal, or transportation of any Hazardous Materials.

The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is (a) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of Illinois law, (b) petroleum, (c) asbestos, (d) polychlorinated biphenyl, (e) radioactive material, (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec.1251 et seq., (g) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or (h) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq. The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

1. Except as disclosed by Seller to Purchaser in Seller's environmental reports, Seller represents and warrants that to the best of Seller's knowledge: (a) neither the Real Estate nor any part thereof is in breach of any Environmental Laws, and (b) the Real Estate is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If the foregoing representation is in any manner inaccurate or any such warranty is in any manner breached (collectively, a "Breach"), and if such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Seller shall promptly take any and all remedial and removal action as required by law to clean up the Real Estate, mitigate exposure to liability arising from, and keep the Real Estate free of any lien imposed pursuant to, any Environmental Laws as a result of such Breach.

2. Seller has received no notice that the Real Estate or any part thereof is, and, to the best of its knowledge and belief, no part of the Real Estate is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

H. The Real Estate is not in a wetland or flood plain or otherwise subject to regulation by any federal, State, municipal, or governmental body or agency or subject to any act or regulation affecting flood plains or flood prone property.

I. The execution, delivery, and performance of this Contract and the documents ancillary thereto by Seller have been authorized by all necessary corporate action required on the part of Seller. The individual executing this Contract on behalf of Seller has the authorization and direction of Seller to so execute and deliver this Contract and bind Seller to the provisions thereof and covenants and agreements contained herein.

J. Seller has not (i) filed any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors, (ii) been adjudicated as bankrupt or insolvent, or (iii) had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors.

K. Seller shall make a good faith effort to reach an agreement on the terms of a contract for its purchase of the Like Kind Property from Purchaser in accordance with Paragraph 6E. hereof.

Each representation and warranty made by Seller herein is true and complete in all material respects. With respect to each representation and warranty made by Seller herein, Seller has disclosed all information and has not failed to disclose any information necessary to make such representation or warranty, in light of the relevant facts and circumstances, not misleading.

14. **Purchaser's Representations and Warranties.**

Purchaser represents and warrants to Seller as of the Date of Acceptance:

A. (i) Purchaser is an Illinois municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, (ii) Purchaser has all power and authority necessary for it to execute and deliver this Contract and perform its obligations hereunder, and (iii) the execution, delivery and performance of this Contract by Purchaser does not conflict with or constitute a breach of any contract, agreement or other instrument by which Purchaser is bound;

B. (i) the execution and delivery of this Contract by Purchaser and Purchaser's performance of its obligations under this Contract does not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court, arbiter or governmental instrumentality in any action to which Purchaser is a party as of the Date of Acceptance, (ii) the individual executing this Contract on behalf of Purchaser has the authorization and direction of Purchaser to so execute and deliver this Contract and bind Purchaser to the provisions thereof and covenants and agreements contained herein, and (iii) this Contract and any documents executed by Purchaser pursuant to this Contract are binding and enforceable against Purchaser;

C. Purchaser is not a party to any pending lawsuits or governmental proceedings that could have a material adverse effect on Purchaser's ability to perform its obligations under this Contract;

D. Purchaser has not (i) filed any voluntary petition in bankruptcy or sought to reorganize its affairs under the Bankruptcy Code of the United States or any other federal, state or

local law related to bankruptcy, insolvency or relief for debtors, (ii) been adjudicated as bankrupt or insolvent, or (iii) had an involuntary petition filed against it under the Bankruptcy Code of the United States or any other federal, state or local law related to bankruptcy, insolvency or relief for debtors;

E. Purchaser's source of funds for the acquisition of the Real Estate will not involve any amounts that violate or would be subject to seizure under 18 U.S.C. §§1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 21 U.S.C. § 881 (Drug Property Seizure), Executive Order 13224, or the USA Patriot Act; and

Each representation and warranty made by Purchaser herein is true and complete in all material respects. With respect to each representation and warranty made by Purchaser herein, Purchaser has disclosed all information and has not failed to disclose any information necessary to make such representation or warranty, in light of the relevant facts and circumstances, not misleading.

15. **Seller's Covenants.**

A. Seller shall give Purchaser prompt notice of the occurrence of any event or the receipt by Seller of any notice or knowledge before the Closing Date the effect of which would be to make a representation or warranty of Seller herein untrue¹ or misleading if made on or immediately following the occurrence of such event or the receipt of such notice or knowledge.

B. Seller shall, after the Date of Acceptance, continue the ownership and operation of the Real Estate in its normal course and shall not incur any obligation or do any unusual act with respect to the ownership, management, operation, and maintenance of the Real Estate without prior notice to and consent of Purchaser and to undertake and carry out the transactions contemplated by this Contract.

C. Seller shall promptly notify Purchaser in writing of the occurrence of any enforcement, cleanup, removal, or other governmental or regulatory action instituted on or before the Closing Date pursuant to any statute, law, ordinance, regulation, or order of court governing or with respect to Hazardous Materials and of any claim made or threatened by any third party against Seller or the Real Estate relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials.

D. Seller will not enter into any leases with respect to the Real Estate or otherwise encumber the Real Estate from and after the date Seller signs this Contract without the express prior written consent of the Purchaser.

16. **Casualty; Condemnation.**

A. A fire or other casualty which damages or destroys the Building or other Improvements or which otherwise damages or adversely affects the Real Estate shall not terminate this Contract unless Purchaser so elects as herein provided. Seller shall promptly notify Purchaser in writing of the nature of the casualty, the amount of insurance coverage, and the anticipated loss adjustment. Seller shall further promptly notify Purchaser in writing of the amount of the award which the insurer will pay in respect of such loss. If Purchaser so elects, the Closing shall be

postponed pending Seller's receipt of such information so that Purchaser may preserve the right of termination herein provided. In the event of such casualty, the insurance proceeds in respect of such loss shall be applied in payment of part or all of the Purchase Price. Purchaser may elect to terminate this Contract by giving written notice thereof to Seller at any time after such casualty and prior to 7 days after receipt of Seller's written notice stating the amount of the award which the insurer will pay in respect of such loss. Purchaser's failure to give such written notice within such time shall be deemed a waiver of Purchaser's election to terminate this Contract.

B. If Seller is notified by any governmental agency or authority that the Real Estate, or any part or parts thereof, will be condemned or otherwise taken under power of eminent domain, or if Seller learns that a condemnation or taking is contemplated by any governmental agency or authority, then Seller shall promptly give Purchaser written notice thereof including, with or in such written notice, a copy of the notice received by Seller or a description of the information learned by Seller. Within 5 days after Seller gives such notice to Purchaser, Purchaser shall, by written notice to Seller, elect either to rescind this Contract or to perform notwithstanding such condemnation or taking. If Purchaser elects to perform notwithstanding such condemnation or taking, then Purchaser shall be entitled to all proceeds paid by the applicable governmental agencies or authorities in respect thereof. Purchaser's failure to give such written notice of election within such time shall be deemed a waiver of Purchaser's right to rescind this Contract.

17. **Rights Upon Default.**

A. No party shall be in default hereunder unless the party has been given written notice of the claimed violation; provided however, no such notice shall be required to be given to a party who has sought relief under the United States Bankruptcy Code, as amended, and from time to time in effect (the "Code"). Upon being given such notice, the party claimed to be in violation shall be in default hereunder unless, within 10 days from the date of having been given such notice (or within such longer or shorter time as is elsewhere herein specified with respect to such violation), such party either establishes that there is no violation or commences correction of the conditions or circumstances giving rise to such violation and diligently pursues such correction thereafter.

B. If Purchaser shall be in material default hereunder in accordance with Paragraph 17.A., then Seller may terminate this Contract and thereafter Purchaser will remit the sum of \$10,000 to Seller as liquidated damages, Seller and Purchaser having acknowledged and agreed that Seller's damages would be uncertain and difficult (if not impossible) to ascertain and that the amount set forth herein shall constitute liquidated damages and not a penalty.

C. If Seller shall be in material default hereunder in accordance with Paragraph 17.A., and the default occurs before Closing, then Purchaser may either:

1. terminate this Contract and neither party shall have any further obligations hereunder, or
2. enforce this Contract by specific performance.

In the event Purchaser desires to bring an action for specific performance of this Contract, Purchaser must commence such action within 60 days after the date the Closing was scheduled to occur. Purchaser's failure to commence an action for specific performance within the period required shall constitute an irrevocable waiver of its right to bring the same.

D. Tender of the deed or other document or documents of conveyance, or Purchase Price, as provided herein, shall be excused when there has been a material default by the other party.

E. In the event that Seller shall file a petition seeking relief under the Code and shall thereafter, as debtor-in-possession or by action of a trustee appointed in the debtor's case, elect to assume this Contract, no such election shall be effective unless: (i) Purchaser has elected in writing to continue this Contract; (ii) all defaults of Seller under this Contract have been cured and Seller shall have promptly demonstrated to Purchaser, to Purchaser's reasonable satisfaction, Seller's ability to so effect such cure of all defaults; and (iii) Seller shall have delivered to Purchaser within 10 Business Days of Seller's election to assume this Contract, evidence acceptable to Purchaser in Purchaser's reasonable discretion, that Seller shall be able to comply with all of its obligations under this Contract.

F. In the event that Purchaser shall file a petition seeking relief under the Code and shall thereafter, as debtor-in-possession or by action of a trustee appointed in the debtor's case, elect to assume this Contract, no such election shall be effective unless: (i) Seller has elected in writing to continue this Contract; (ii) all defaults of Purchaser under this Contract have been cured and Purchaser shall have promptly demonstrated to Seller, to Seller's reasonable satisfaction, Purchaser's ability to so effect such cure of all defaults; and (iii) Purchaser shall have delivered to Seller within 10 Business Days of Purchaser's election to assume this Contract, evidence acceptable to Seller in Seller's reasonable discretion, that Purchaser shall be able to comply with all of its obligations under this Contract.

18. **Post-Closing Cooperation.** The parties hereto agree that, after the Closing, they will at all times use their best efforts to cooperate with each other to effectuate the spirit and intent of this Contract including, without limiting the generality of the foregoing, the execution by Seller of documents reasonably requested by Purchaser to cause or complete the conveyance to Purchaser of title or the assignment of the exclusive right to use and occupy the Real Estate and other property to be conveyed to Purchaser hereunder.

19. **Notices.** Any notice, or any other communication required to be given hereunder, shall be in writing and shall be delivered to the other party either personally, or by overnight courier, or by messenger service or by facsimile or by e-mail. A party's address for notice shall be as set forth in this Paragraph unless such party gives notice of a change of address as provided herein.

Notices to Seller shall be addressed to:

G-C Properties, LLC.
c/o Greg Kruse
110 S. Villa Avenue

Villa Park, IL 60181

with a copy given to Seller's attorney:

Fournier Law Firm, Ltd.
Harry J. Fournier, Esq.
2001 Midwest Road, Suite 206
Oak Brook, IL 60523
Tel. 630-792-1000
Fax: 630-792-2107
e-mail: [hjff@fournierlawfirmlltd.com](mailto:hjf@fournierlawfirmlltd.com)

and

Galanopoulos and Galgan
Dean Galanopoulos, Esq.
340 W. Butterfield Road
Elmhurst, IL 60126
Tel. 630-832-6666
Fax: 630-941-1145
e-mail: dgalanopoulos@gallaw.com

Notices to Purchaser shall be addressed to:

Village of Villa Park
c/o Richard Keehner, Jr., Village Manager
20 S. Ardmore Ave.
Villa Park, Illinois 60181
Phone 630-592-6051

with a copy given to Purchaser's attorneys:

Kathleen Field Orr
Kathleen Field Orr and Associates
53 West Jackson Blvd., Ste 964
Chicago, Illinois 60604
Phone 312.362.0000
Fax 312.362.0440
kfo@kfoassoc.com

A notice to a party shall be deemed given to the party when received or rejected by the party and/or the party's attorney.

20. Time for Performance; Counterparts; Entire Agreement; Partial Invalidity; Interpretation; Amendments; Time of the Essence; Binding on Successors and Assigns; Survival.

A. If under the terms hereof the performance of any act will or is required to occur on a Saturday, Sunday, or a holiday recognized in Illinois as a day on which banking institutions are generally not open for business, then the performance of such act shall be made on the next day which is not a Saturday, Sunday, or holiday recognized in Illinois as a day on which banking institutions are generally not open for business.

B. This Contract may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Contract must be produced or exhibited, be the Contract, but all such counterparts shall constitute one and the same agreement.

C. This Contract contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, discussions, negotiations and representations, if any, with respect thereto.

D. The invalidity or unenforceability of any provision hereof shall not affect, modify, or impair the validity and enforceability of all other provisions hereof.

E. The use of paragraph headings and of singular or plural, masculine, feminine or neuter nouns and pronouns is for convenience only and shall not affect the construction to be given any of the provisions hereof. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois.

F. This Contract may not be modified, terminated, or amended nor any of its provisions waived except by a written instrument signed by the parties.

G. Time is of the essence of this Contract.

H. This Contract shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto.

I. This Contract and the representations, warranties, and covenants contained herein shall survive the Closing and shall not be deemed merged into any document of conveyance.

J. The parties agree that all information obtained by either party regarding the other shall be deemed confidential and proprietary and shall not be disclosed without the approval of the entity to which such information relates, except where required by law.

K. AS- IS TRANSACTION: PURCHASER REPRESENTS AND WARRANTS THAT IT HAS PREVIOUSLY VIEWED AND INSPECTED THE REAL ESTATE OR WILL HAVE VIEWED AND INSPECTED THE REAL ESTATE PRIOR TO CLOSING AND HEREBY AGREES TO ACCEPT THE REAL ESTATE ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS AND WITHOUT ANY REPRESENTATION OR WARRANTY

OTHER THAN THOSE CONTAINED IN THIS CONTRACT. EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN THIS CONTRACT, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY, (C) DESIGN, (D) QUALITY, (E) CONDITION, (F) OPERATION OR INCOME, (G) COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, (H) ABSENCE OF DEFECTS, (I) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, (J) ABSENCE OF FAULTS, (K) FLOODING, OR (L) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS LIMITING PURCHASER'S RIGHT TO CANCEL THIS CONTRACT, FOR ANY REASON OR NO REASON AT ALL, DURING THE DUE DILIGENCE PERIOD UNDER PARAGRAPH 4 OF THIS CONTRACT.

L. For purposes of this Contract, each of the following terms, when used with an initial capital letter, shall have the meaning ascribed to it as follows:

"Business Days" means Monday through Friday, excluding federal holidays on which national banking associations in Greensboro, North Carolina are authorized to be closed.

"Closing" means the closing and consummation of the purchase and sale of the Real Estate pursuant to this Purchase.

"Current Tax Period" means the tax year in which the Closing occurs.

"Property Taxes" means the real property taxes, personal property taxes and assessments (general and special, public and private) levied against the Real Estate and the Personal Property.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Contract at Villa Park, Illinois on or as of the date first above written.

SELLER:

G-C Properties, LLC.

By: _____

Greg Kruse
Greg Kruse, Manager

By: _____

Casey Kruse
Casey Kruse, Manager

PURCHASER:

Village of Villa Park

By: _____

Its President

EXHIBIT A

Property Address: 100 and 110 S. Villa Avenue, Villa Park, Illinois 60181

Legal Description:

PARCEL ONE.:

Lots 1,2,3,4,5,6,1,8,9 and 10 in Block I in Calhoun's Second Addition to Villa Park, in the Northwest Quarter of Section 10, Township 39 North, Range II East of the Third Principal Meridian according to the plat thereof recorded February 23,1923 as document number 163013, in DuPage County, Illinois.

P.I.N. 06-10-106-001

PARCEL TWO:

Lot 4 in Block 1 In Calhoun's Second Addition to Villa Park, in the Northwest quarter of Section 10,Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 23, 1923as Document Number 163013,In DuPage County, Illinois.

P.I.N. 06-10-106-002

PARCELTHREE:

That part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 10, Township 39 North, Range 11 East of the Third Principal Meridian, bounded as follows: On the Easterly side by the West line of South Villa Avenue; on the northerly side by a line parallel with and distant 50 feet Northerly, measured at right angles from the center line of the main track of the Minnesota and Northwestern Railroad Company (later the Chicago Great Western Railway Company), as said main track center line was originally located and established across said Section 10; on the westerly side by the Southerly extension of the (parallel) East line of Myrtle Avenue, as platted immediately south of E. Kenilworth Street; and on the Southerly side by a line parallel with a distance 25 feet northerly, measured at right angles, from the Center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company), as said main track is now located, in DuPage County, Illinois.

P.I.N. 06-111-106-004

Commonly known as: 100110 S. Vale Avenue, Villa Park, IL 60186

EXHIBIT B
Due Diligence Materials

1. Copies of the last 3 years real estate tax bills and all documents relating to the assessment of the Real Estate and any contest thereof within the past 3 years.
2. A copy of any existing title insurance policies with copies of the documents affecting the Real Estate in Seller's possession, if available.
3. A copy of any existing "as built" surveys, if available.
4. Copies of all Use Permits, Building Permits, Certificates of Occupancy, ADA Compliance Plan and any other similar kinds of governmental approval and permits, if available.
5. Copies of all casualty, liability and other insurance policies, copies of any claims filed against such insurance companies, and copies of all insurance loss control reports; and copies of fire department inspection reports, if available.
6. Copies of all contracts relating to the Real Estate and in effect on the Date of Acceptance, including, but not limited to, management agreements, leasing commission agreements (especially relative to any unpaid current or future commissions), and service contracts, if available.
7. Copies of all existing environmental reports, notices and studies relating to environmental, soil, geological and ground water conditions or the presence of any toxic or hazardous substances, including asbestos, if available.
8. Flood hazard certification, if available.
9. Copies of the existing leases for the Current Tenants.

EXHIBIT C

Property Address: 631 Wildwood Avenue, Villa Park, Illinois 60181

Legal Description:

LOTS 102 TO 113 INCLUSIVE AND LOTS 138 TO 140 INCLUSIVE OF
WOODRUFF'S RESUBDIVISION OF LOTS 1 TO 11 INCLUSIVE, LOTS 19,
20 AND 34, AND PART OF LOT 35, IN VILLA PARK, A SUBDIVISION OF
PART OF SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATE IN THE COUNTY
OF DUPAGE, IN THE STATE OF ILLINOIS

PERMANENT TAX NUMBER 0610207025

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Matt Frieri

Submitting Department: Parks & Recreation

Item Type: Ordinances

Agenda Section:

Subject:

Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing the Sale by Public Auction of Surplus Vehicles Owned by the Village of Villa Park

Suggested Action:

Proceeds from the sale of the vehicles will be placed into the Equipment Replacement Fund and will be used to purchase additional equipment. Please see the attached list of property for consideration.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[ORD - Vehicle Auction Ordinance 04.2019](#)

[Description of Vehicles for Auction 4.2019](#)

ORDINANCE NO. ____

**AN ORDINANCE AUTHORIZING THE SALE BY PUBLIC AUCTION OF
SURPLUS VEHICLES OWNED BY THE VILLAGE OF VILLA PARK**

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, in the opinion of the President and Board of Trustees (the “Corporate Authorities”) of the Village it is no longer necessary or useful to or for the best interests of the Village to retain ownership of the personal property hereinafter described; and,

WHEREAS, it has been determined by the Corporate Authorities to sell said personal property by an internet public auction conducted by an online auction service.

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

Section 1: The foregoing recitals are incorporated and made a part of this Ordinance as if fully set forth in this Section.

Section 2: Pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4) the Corporate Authorities find that the following described personal property now owned by the Village is no longer necessary or useful to the Village and the best interests of the Village will be served by its sale:

VEHICLE TYPE	YEAR	MAKE	MODEL	LAST 6 OF VIN	MIN. PRICE
Seizure	2006	Chrysler	Town & Country	849933	*
*this vehicle is totaled and will be issued a salvage certificate to the tower					
Seizure	2005	Pontiac	G6	144816	\$150
Seizure	2000	Pontiac	Grand Am	877050	\$150
Seizure	2009	Chevrolet	Malibu	189025	\$150
Seizure	2010	Harley Davidson	Road King	655338	\$4,000
#7	1997	Ford	F450	A49488	\$500
#258	1999	Ford	F250	C03474	\$500
#11	1997	Ford	F350	A54522	\$500
#5	2003	Ford	Crown Vic	130617	\$250
#18	2008	Ford	Ranger	B05399	\$250

Parks	1996	BEFCO	Tri wing mower	248938	\$250
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Section 3: Pursuant to Section 11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the Village at a live internet public auction conducted by an online auction service for not less than the minimum price set forth above to the highest bidder on said property.

Section 4: The Village Manager is hereby authorized and may direct the online auction service to enter into an agreement for the sale of said personal property. The online auction service will charge an administrative fee which will come out of the proceeds from the sale of said vehicles and/or equipment.

Section 5: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

Section 6: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2019

Village President

Attest: _____
Village Clerk

Published in pamphlet form:
_____, 2019

Ordinance for Sale and/or Junking of Seized and Village Equipment

April 2019

1. Seizure - 2006 Chrysler Town & Country, VIN: 849933 (this vehicle is totaled and will be junked at junk yard for current rate)
2. Seizure - 2005 Pontiac G6, VIN: 144816, minimum bid \$150.00
3. Seizure - 2000 Pontiac Grand Am, VIN: 877050, minimum bid \$150.00
4. Seizure - 2009 Chevrolet Malibu, VIN: 189025, minimum bid \$150.00
5. Seizure - 2010 Harley Davidson Road King, VIN: 655338, minimum bid \$4,000
6. #7 PW - 1997 Ford F450, VIN: A49488, minimum bid \$500.00
7. #258 Parks - 1999 Ford F250, VIN: C03474 minimum bid \$500.00
8. #11 PW - 1997 Ford F350, VIN: A54522 minimum bid \$500.00
9. #5 PW - 2003 Ford Crown Vic, VIN: 130617 minimum bid \$250.00
10. #18 PW - 2008 Ford Ranger, VIN: B05399 minimum bid \$250.00
11. Parks - 1996 BEFCO Tri-Wing Mower, VIN: 248938 minimum bid \$250.00

Descriptions of Vehicles

1. Van has been crashed and front end is destroyed, tires and rims are ruined, wiring harness is ruined, most body panels are dented.
2. Seized with a rebuilt title, was involved in a police chase and has some front end damage, radiator has a hole in bottom, paint has been keyed and scratched.
3. Seizure, dirty, rear window does not work, dead battery.
4. Seizure, body damage to rear bumper and right side, left sail panel has damage.
5. Seizure, good overall condition.
6. Village small dump truck, lots of oil leaks, dump bed is rusting through floor.
7. Village pick up fair condition, rusting floor boards and body, plow does not work, needs hyd. pump.
8. Village fair condition, some rusting of panels and broken latches on body compartments.
9. Village lots of surface rust, seats are torn retired police vehicle, then used by PW.
10. Village pick up, does not run, needs motor timing chains; skipped a gear during cold polar vortex.
11. Fair condition, has had many things welded back together over the years, has been replaced

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Acqua Contractors Corp. of Addison, Illinois, for Construction of the Princeton Avenue Improvement Project in an Amount Not to Exceed \$915,000

Suggested Action:

The Princeton Avenue Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan. The scope of work of the project includes street improvements, combined sewer separation, partial water main replacement, and selective sanitary sewer repairs on North Princeton Avenue from Elm Street to the Union Pacific Railroad. The project has been awarded a Community Development Block Grant for partial funding for the construction of the combined sewer separation and the water main replacement. Acqua Contractors Corp. of Addison, Illinois, submitted the lowest responsible bid for the project in the amount of \$915,000. Staff recommends approval of a contract with Acqua Contractors Corp. of Addison, Illinois, for construction of this project in an amount not to exceed \$915,000. Funds are budgeted for this expense in various accounts in the Street Improvement, Water Supply, and Wastewater Funds.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Princeton Avenue Construction](#)

[Princeton Avenue Project CIP Listing](#)

[Princeton Avenue Consultant Award Recommendation](#)

[RESO - Princeton Avenue Construction](#)

Departmental Correspondence

Date: 04/16/2019

To: Rich Keehner, Jr., Village Manager

From: Kevin Mantels, Assistant Village Engineer



Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Acqua Contractors Corp. of Addison, Illinois, for Construction of the Princeton Avenue Improvement Project in an Amount Not to Exceed \$915,000

STATEMENT OF PROBLEM

The Princeton Avenue Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The scope of work of the project includes street improvements, combined sewer separation, partial water main replacement, and selective sanitary sewer repairs on North Princeton Avenue from Elm Street to the Union Pacific Railroad. The project has been awarded a Community Development Block Grant (CDBG) for partial funding for the construction of the combined sewer separation and the water main replacement. Plans and specifications have been completed and the project has been publicly bid. Staff recommends approval of a contract with the apparent low bidder.

INVESTIGATION

The proposed scope of work of the Princeton Avenue Improvement Project includes pavement reconstruction, combined sewer separation, partial water main replacement, and selective sanitary sewer repairs. The pavement reconstruction was recommended by the pavement evaluation performed by the Village in 2013, and was included in the proposed bond-funded street improvements approved as a part of the November 2014 voter referendum. The combined sewer separation was recommended by both the Village of Villa Park Comprehensive Flood Plan and Storm Sewer System Analysis and the IKE-PLP Grant Study and Stormwater Management Addendum. The water main replacement was recommended by the Village of Villa Park Water Master Plan.

Engineering consulting firm Christopher B. Burke Engineering, Ltd., prepared the plans and specifications for the project. The project was publicly advertised and a bid opening was held on March 14, 2019. The Village received five bids. The apparent low bid was submitted by Acqua Contractors Corp. of Addison, Illinois, in an amount not to exceed \$915,000.00. Acqua Contractors has not previously worked for Villa Park, but staff checked their references and found them to be acceptable, and DuPage County has also approved them to work on the project, as required as a condition of the CDBG grant funding.

The CDBG grant is expected to provide funding for up to 65% of the combined sewer separation improvements and the water main replacement, with a maximum of \$400,000. The Village will be responsible for paying for construction costs and requesting grant reimbursement, and also for the full cost of construction engineering. Funding for construction would be taken from the Street Improvement Fund (Referendum) account number 60.502.03.299, Water Supply Fund account number 82.502.02.401, Wastewater Fund (Capital) account number 83.502.02.401, and Wastewater Fund (Combined Sewer Separation) account number 83.502.04.401.

RECOMMENDATION

Staff recommends approval of a contract with Acqua Construction Corp. of Addison, Illinois, for construction of the Princeton Avenue Improvement Project in an amount not to exceed \$915,000.00.

VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2019 THROUGH 2023		Fund(s) / Department(s): GO Bonds Water Supply Fund Wastewater Fund Sewer Separation CDBG Grant
Project Name: Princeton Avenue Improvement Project (Union Pacific Railroad to Elm)		
Objective:	To improve the condition of the roadway by removing the existing deteriorated pavement and replacing it with a new, structurally sound pavement. To reduce the frequency and severity of flooding and sewer backups by separating the existing combined sewer. To improve water system capacity and reliability by replacing a portion of the existing water main.	
Description:	This project consists of the reconstruction of North Princeton Avenue from Elm Street to the Union Pacific Railroad. The project includes combined sewer separation. The project includes the replacement of a portion of the existing water main in the section between Division Street and the Union Pacific Railroad. Some selective water system and sanitary sewer system improvements are also included.	
Justification:	The Village's pavement management program has determined that the condition of the street has deteriorated to the point that pavement rehabilitation is needed. This project is to be partially funded by voter approved bond proceeds. A grant is expected under the Community Development Block Grant (CDBG) Program for funding of a portion of the combined sewer separation construction.	

Funding Source	Total Cost	Previous Years	Estimated Expenditures by Year					Future Years
			2019	2020	2021	2022	2023	

Engineering / Professional Services								
GO Bonds	51,000	51,000	-	-	-	-	-	-
Water Supply Fund ¹	14,965	14,965	-	-	-	-	-	-
Wastewater Fund ¹	4,000	4,000	-	-	-	-	-	-
Sewer Separation ¹	81,755	81,755	-	-	-	-	-	-
CDBG Grant	-	-	-	-	-	-	-	-
Engineering Subtotals	151,720	151,720	-	-	-	-	-	-

Construction / Building								
GO Bonds	315,000	315,000	-	-	-	-	-	-
Water Supply Fund ¹	94,644	94,644	-	-	-	-	-	-
Wastewater Fund ¹	20,000	20,000	-	-	-	-	-	-
Sewer Separation ¹	158,549	158,549	-	-	-	-	-	-
CDBG Grant	300,000	300,000	-	-	-	-	-	-
Construction Subtotals	888,193	888,193	-	-	-	-	-	-

Funding Sources Subtotals								
GO Bonds	366,000	366,000	-	-	-	-	-	-
Water Supply Fund ¹	109,609	109,609	-	-	-	-	-	-
Wastewater Fund ¹	24,000	24,000	-	-	-	-	-	-
Sewer Separation ¹	240,304	240,304	-	-	-	-	-	-
CDBG Grant	300,000	300,000	-	-	-	-	-	-
PROJECT TOTALS	1,039,913	1,039,913	-	-	-	-	-	-

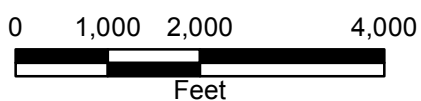
1. The Utility Sales Tax is expected to provide funding for these improvements



 **Princeton Avenue
Improvement Project (Union
Pacific Railroad to Elm)**

VILLAGE OF VILLA PARK

GRAPHIC SCALE





CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, IL 60441 TEL (815) 770-2850 FAX (815) 770-2855

March 21, 2019

Village of Villa Park
Public Works Department
11 West Home Avenue
Villa Park, IL 60181

Attention: Kevin Mantels – Assistant Village Engineer

Subject: North Princeton Avenue Improvements (CD18-04)
Bid Results and Letter of Recommendation
(CBBEL Project No. 140092.00012)

Dear Mr. Mantels:

On Thursday, March 14, 2019 at 10:00 a.m. bids were received and opened for the North Princeton Avenue Improvements Project. Five bids were received for this project. The results have been reviewed and tabulated below.

Contractor	Bid Proposal
Engineer's Estimate	\$ 1,017,983.00
Acqua Contractors Co.	\$ 915,000.00
Martam Construction Co.	\$ 946,628.50
V3 Companies of Illinois	\$ 1,065,000.00
A Lamp Concrete Contractors	\$ 1,150,932.00
Archon Construction Co.	\$ 1,125,803.20*

*Discrepancy found in bid, corrected by Village of Villa Park

Acqua Contractors Corporation is the low bidder with a bid amount of \$915,000.00, which is below our Engineer's Estimate. We have reviewed Acqua's Bid Document and find it to be in order. CBBEL has reviewed the reference checks performed by the Village of Villa Park and believes Acqua Contractors Corporation is capable of performing the work of this contract in a quality and timely manner. In addition, Acqua has previously completed projects of similar size and scope for some of our other municipal clients.

The Village has received from DuPage County a \$400,000 grant through the Community Development Block Grant (CDBG) Program to assist with construction costs. This project will be paid for by the Village and the grant funds will be requested from the County on a reimbursement basis.

Therefore, subject to approval of the federal registration documentation and concurrence from DuPage County, we recommend awarding the North Princeton Improvements Project to Acqua Contractors Corporation in the amount of \$915,000.00.

Enclosed for your reference is the bid tabulation and copies of the reference checks performed by the Village. If you have any questions, please do not hesitate to contact me.

Sincerely,



Alex Schaefer, PE
Project Engineer

Enclosure as Noted

cc: Joe Wywrot – Village of Villa Park
Andrew Pufundt – CBBEL

RESOLUTION NO. _____

**Resolution of the Village of Villa Park, DuPage County, Illinois,
Approving a Contract with Acqua Contractors Corp. of Addison, Illinois,
for Construction of the Princeton Avenue Improvement Project in an
Amount Not to Exceed \$915,000**

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

WHEREAS, the Village has publicly advertised for bids for the **Princeton Avenue Improvement Project**; and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that Acqua Contractors Corp. of Addison, Illinois, having submitted a bid in the amount of \$915,000.00, is the lowest responsible bidder for the Princeton Avenue Improvement 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: That the bid submitted by Acqua Contractors Corp. of Addison, Illinois, in the amount not to exceed \$915,000.00 is hereby accepted, and the Village President and Village Clerk are hereby authorized and directed on behalf of the Village of Villa Park to execute a contract with Acqua Contractors Corp. of Addison, Illinois, for the **Princeton Avenue Improvement Project**, as contained in the official project manual for said project, incorporated herein by reference and on file in the Public Works Department, provided that all other necessary signatures have been previously affixed to the contract.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED this _____ day of _____, 2019, pursuant to a
roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Engineering Enterprises, Inc., of Sugar Grove, Illinois, for Phase III Construction Engineering of the Princeton Avenue Improvement Project in an Amount Not to Exceed \$88,798

Suggested Action:

Engineering Enterprises submitted a proposal to the Village to provide Phase III construction engineering services (street and utility improvements) for the Princeton Avenue Improvement Project. This resolution approves a contract with Engineering Enterprises for Phase III construction services in an amount not to exceed \$88,798, which would be taken from the Street Improvement, Water, and Wastewater funds.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Princeton Avenue Construction Engineering](#)

[RESO - Princeton Avenue Construction Engineering](#)

[Princeton Avenue Construction Engineering Proposal](#)

Departmental Correspondence

Date: 04/16/2019
To: Rich Keehner, Jr., Village Manager
From: Kevin Mantels, Assistant Village Engineer



Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Engineering Enterprises, Inc., of Sugar Grove, Illinois, for Phase III Construction Engineering of the Princeton Avenue Improvement Project in an Amount Not to Exceed \$88,798

STATEMENT OF PROBLEM

Staff has submitted a recommendation to award a contract for construction of the Princeton Avenue Improvement Project. Staff also recommends approval of an engineering services agreement with Engineering Enterprises, Inc., of Sugar Grove, Illinois, for Phase III construction engineering of this project.

INVESTIGATION

Staff completed a consultant Qualifications Based Selection (QBS) process for the evaluation of consultants to perform construction engineering of street and utility improvements. Engineering Enterprises, Inc., of Sugar Grove, Illinois, was selected as one of the firms to perform these services for the Village based on their qualifications.

Engineering Enterprises has submitted a proposal to the Village to provide construction engineering services for the Princeton Avenue Improvement Project in an amount not to exceed \$88,798.00. The scope of the engineering services would include pre-construction coordination, shop drawing review, construction observation and documentation, survey verification, inspection of traffic control and erosion control, measurement and computation of pay items, preparation of pay estimates, and preparation of record drawings. Funding would be taken from Street Improvement Fund (Referendum) account number 60.502.03.292, Water Supply Fund account number 82.502.02.292, Wastewater Fund (Capital) account number 83.502.02.292, and Wastewater Fund (Combined Sewer Separation) account number 83.502.04.292.

RECOMMENDATION

Staff recommends approval of an engineering services agreement with Engineering Enterprises, Inc., of Sugar Grove, Illinois, for Phase III construction engineering of the Princeton Avenue Improvement Project in an amount not to exceed \$88,798.00.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Engineering Enterprises, Inc., of Sugar Grove, Illinois, for Phase III Construction Engineering of the Princeton Avenue Improvement Project in an Amount Not to Exceed \$88,798

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

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended a proposed construction engineering services agreement with Engineering Enterprises, Inc., of Sugar Grove, Illinois, to perform Phase III construction engineering services for the Princeton Avenue Improvement Project in an amount not to exceed \$88,798.00; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with Engineering Enterprises, Inc., of Sugar Grove, Illinois, as is more particularly set forth in a document styled **“Agreement for Professional Services; Construction Engineering for the North Princeton Avenue Improvements”** a copy of which is attached hereto as Exhibit A; and

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

Section 1: That the agreement styled **“Agreement for Professional Services; Construction Engineering for the North Princeton Avenue Improvements”** attached as Exhibit A, be and the same is hereby approved and the Village Manager is hereby authorized and directed to execute same on behalf of the Village of Villa Park.

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

PASSED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2019

Attest: _____
Village Clerk

Village President

**Agreement for Professional Services
Construction Engineering for the North Princeton Avenue Improvements**

THIS AGREEMENT, by and between the Village of Villa Park, hereinafter referred to as the "Village" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations to complete all necessary engineering services to the Village as indicated on the included Attachment A. Construction Engineering for all roadways indicated on Attachment C will be provided. All Engineering will be in accordance with all Village and Illinois Department of Transportation requirements.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. Construction Engineering will be paid for Hourly at the actual rates for services to be performed, currently estimated at \$88,798.00. The hourly rates for this project are shown in the attached 2019 Standard Schedule of Charges. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

For outside services provided by other firms or subconsultants, the Village shall pay the Contractor the invoiced fee to the Contractor, plus 0%.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the Village. The Village agrees not to modify any original documents produced by Contractor without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in DuPage County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

H. Certifications:

Employment Status : The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery : The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting : The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity : The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

The contractor agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable,

the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Scope of Services

Attachment B: Estimated Level of Effort and Associated Cost

Attachment C: Location Map

Attachment D: Anticipated Project Schedule

Attachment E: 2019 Standard Schedule of Charges

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the Village:

President and Village Clerk
Village of Villa Park
11 W. Home Avenue
Villa Park, IL 60181

For the Contractor:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

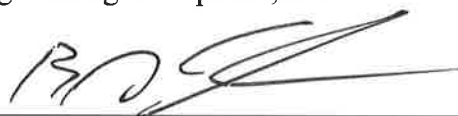
Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ____ day of _____, 2019.

Village of Villa Park

Engineering Enterprises, Inc.:

Albert Bulthuis
President



Bradley P. Sanderson, P.E.
Vice President

Hosanna Korynecky
Village Clerk



John D. Hoffmann, P.E., CPII
Project Manager

**North Princeton Avenue Improvements
Construction Engineering Agreement
Village of Villa Park**

Attachment A – Scope of Services

The Village of Villa Park requires Construction Engineering services for the Village's North Princeton Avenue Improvements.

Our proposed scope of services will include the following:

Construction Engineering:

- Attend the Mandatory Pre-Bid Meeting with Bidders and Village Staff.
- Attend the Pre-Construction Conference with the Contractor and Village Staff.
- Attend two status meetings as required throughout construction.
- Review Contractor's shop drawings prior to construction.
- Field mark limits of sidewalk removal and PCC sidewalk, 5 inch.
- Spot check Contractor's layout for the proposed improvements.
- Coordinate with DuPage County for documentation required for Community Block Development Grant.
- Provide resident engineering for full time and part time on-site observation.
- Daily documentation of work tasks and calculation of installed pay items.
- Monitor adherence to specifications.
- Monitor adherence to construction schedule and make recommendations when appropriate.
- Monitor traffic control on a regular basis.
- Gather material inspection and coordinate any required testing on behalf of the Village.
- Provide guidance to the contractor when questions arise during construction.
- Prepare/verify pay estimates.
- Gather and review certified payrolls and waivers of lien.
- Provide record drawings for completed improvements.
- Provide information to residents as required.
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with Village weekly, or as required based on onsite activities.

Throughout the course of the project, EEI will attend all required meetings with Village Staff, permitting agencies, area business owners, residents or any other entity as requested or if specific concerns need to be addressed.



**ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

NORTH PRINCETON AVENUE IMPROVEMENTS - CONSTRUCTION ENGINEERING
VILLAGE OF VILLA PARK, ILLINOIS

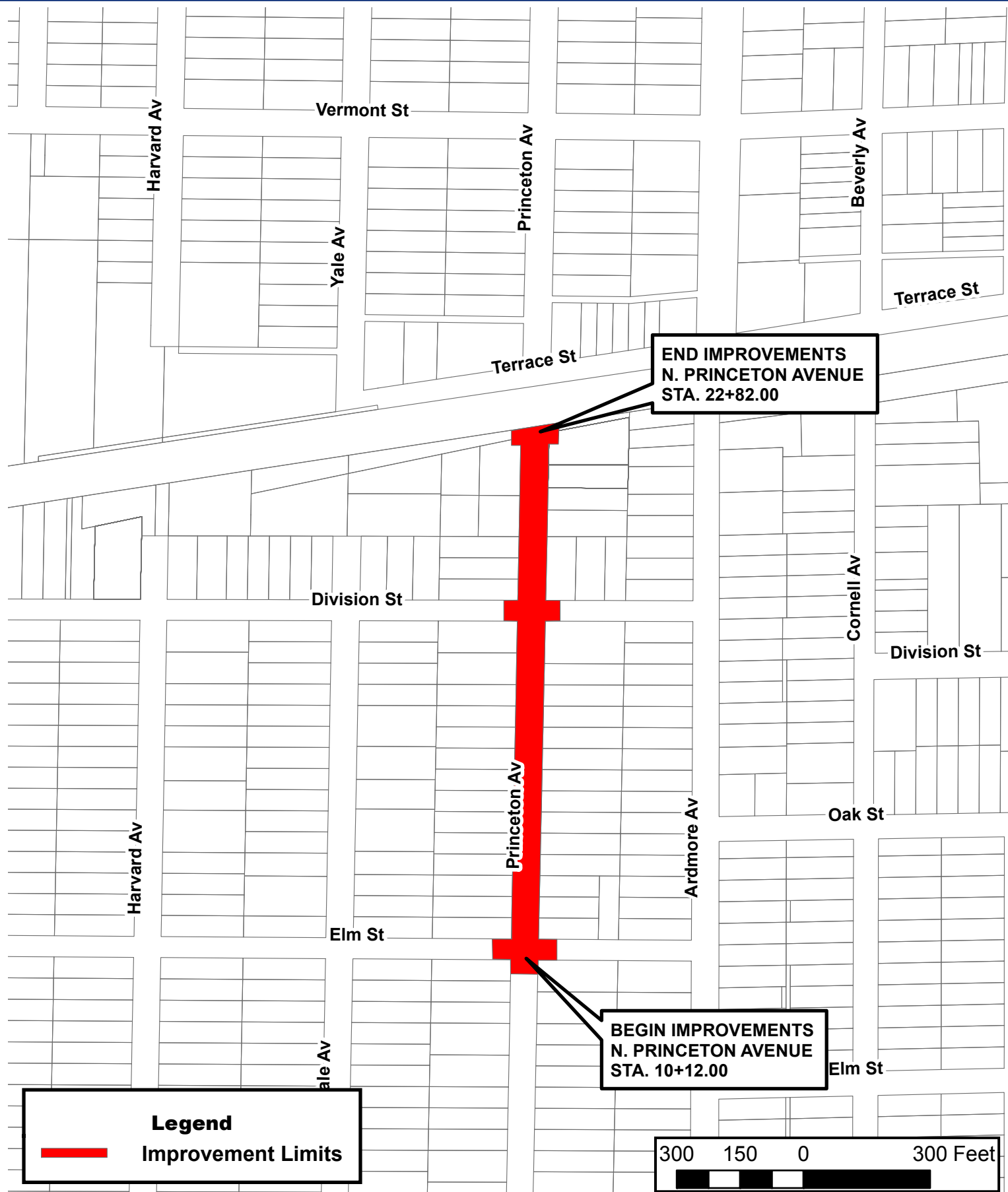
WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	SENIOR PROJECT SURVEYOR II	SENIOR PROJECT SURVEYOR II	SENIOR PROJECT SURVEYOR I	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$208	\$178	\$153	\$141	\$208	\$165	\$153	\$153	\$141	\$70		
CONSTRUCTION ENGINEERING														
3.1	Construction Administration & CDBG Documentation		2	10	30							4	46	\$ 7,066
3.2	Pre-Bid & Pre-Construction Meeting			4	12								16	\$ 2,548
3.3	Pre-Construction Flyers				2	8							10	\$ 1,434
3.4	Construction Observation and Documentation		1	8	360	40							409	\$ 62,352
3.5	Pay Estimates			2	12	4						2	20	\$ 2,896
3.6	Punchlist Coordination and Work			2	16	4							22	\$ 3,368
3.7	Project Closeout		1	2	6							1	10	\$ 1,552
3.8	Record Drawings				4		9		9	12			34	\$ 5,697
PROJECT TOTAL:			4	28	442	56	9	-	9	12	-	7	567	86,913

DIRECT EXPENSES	
Printing =	\$ -
Material Testing (Rubino) =	\$ -
Vehicle Costs (\$65 per day) =	\$ 1,885
DIRECT EXPENSES =	\$ 1,885

LABOR SUMMARY	
Engineering Expenses =	\$ 81,338
Surveying Expenses =	\$ 3,249
Drafting Expenses =	\$ 1,836
Administrative Expenses =	\$ 490
TOTAL LABOR EXPENSES =	\$ 86,913

TOTAL EXPENSES =	\$ 88,798
-------------------------	------------------

G:\Public\Villa Park\2019\VP1901 Princeton Avenue - Phase II\PSA\Final\Attachment B - Fee Estimate VP1901 Revised 2019-04-17 Final.xlsx\Fee Summary



Engineering Enterprises, Inc.

52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com

DATE:	FEBRUARY 2019
PROJECT NO.:	VP1901
BY:	MJT
PATH:	H:\GIS\PUBLIC\WILLA PARK\VP1901\
FILE:	VP1901_Project limits.MXD

ATTACHMENT C LOCATION MAP NORTH PRINCETON AVENUE IMPROVEMENTS

VILLAGE OF VILLA PARK, IL
 DUPAGE COUNTY, IL





NORTH PRINCETON AVENUE IMPROVEMENTS
VILLAGE OF VILLA PARK, ILLINOIS

[illegible]

Legend			
	Project Management & QC/QA		Project Closeout
	Meeting(s)		Design Work Item
	Bidding and Contracting		Construction

**** Bidding and Contracting is being performed by the Village of Villa Park**



Standard Schedule of Charges

January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$168.00
2 Man Field Crew with Standard Survey Equipment	\$262.00
1 Man Field Crew with RTS or GPS *	\$208.00
2 Man Field Crew with RTS or GPS *	\$302.00
Vehicle for Construction Observation	\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)
Reimbursable Direct Costs & Services by Others	Cost + 10%

*RTS = Robotic Total Station / GPS = Global Positioning System

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Baxter & Woodman, Inc., for Phase II Design Engineering of the Yale Avenue Improvement Project (Plymouth to Ridge) in an Amount Not to Exceed \$86,300

Suggested Action:

The Yale Avenue Improvement Project is proposed in the Village's Capital Improvement Plan. The scope of work for the project includes street and water main improvements on North Yale Avenue from Plymouth Street to Ridge Road. The project has been awarded a Community Development Block Grant for the construction of the water main improvements. Engineering design of the project is budgeted in CY 2019, and staff would like to proceed with those design efforts. Approval of an engineering services agreement with Baxter & Woodman, Inc., of Crystal Lake, Illinois, for Phase II design engineering of this project in an amount not to exceed \$86,300 is recommended. Funding for these engineering services would be taken from Street Improvement Fund (Referendum) account number 60.502.03.292 and Water Supply Fund account number 82.502.02.292.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[MEMO - Yale Avenue Design](#)

[Yale Avenue Project CIP Listing](#)

[RESO - Yale Avenue Design](#)

[Yale Avenue Design Proposal](#)

Departmental Correspondence

Date: 04/16/2019

To: Rich Keehner, Jr., Village Manager

From: Kevin Mantels, Assistant Village Engineer



Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Baxter & Woodman, Inc., of Crystal Lake, Illinois, for Phase II Design Engineering of the Yale Avenue Improvement Project in an Amount Not to Exceed \$86,300

STATEMENT OF PROBLEM

The Yale Avenue Improvement Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The scope of work of the project includes street and water main improvements on North Yale Avenue from Plymouth Street to Ridge Road. The project has been awarded a Community Development Block Grant (CDBG) for the construction of the water main improvements. Engineering design of the project is budgeted in CY 2019 and staff would like to proceed with those design efforts. Staff recommends approval of an engineering services agreement with Baxter & Woodman, Inc., of Crystal Lake, Illinois, for Phase II design engineering of this project.

INVESTIGATION

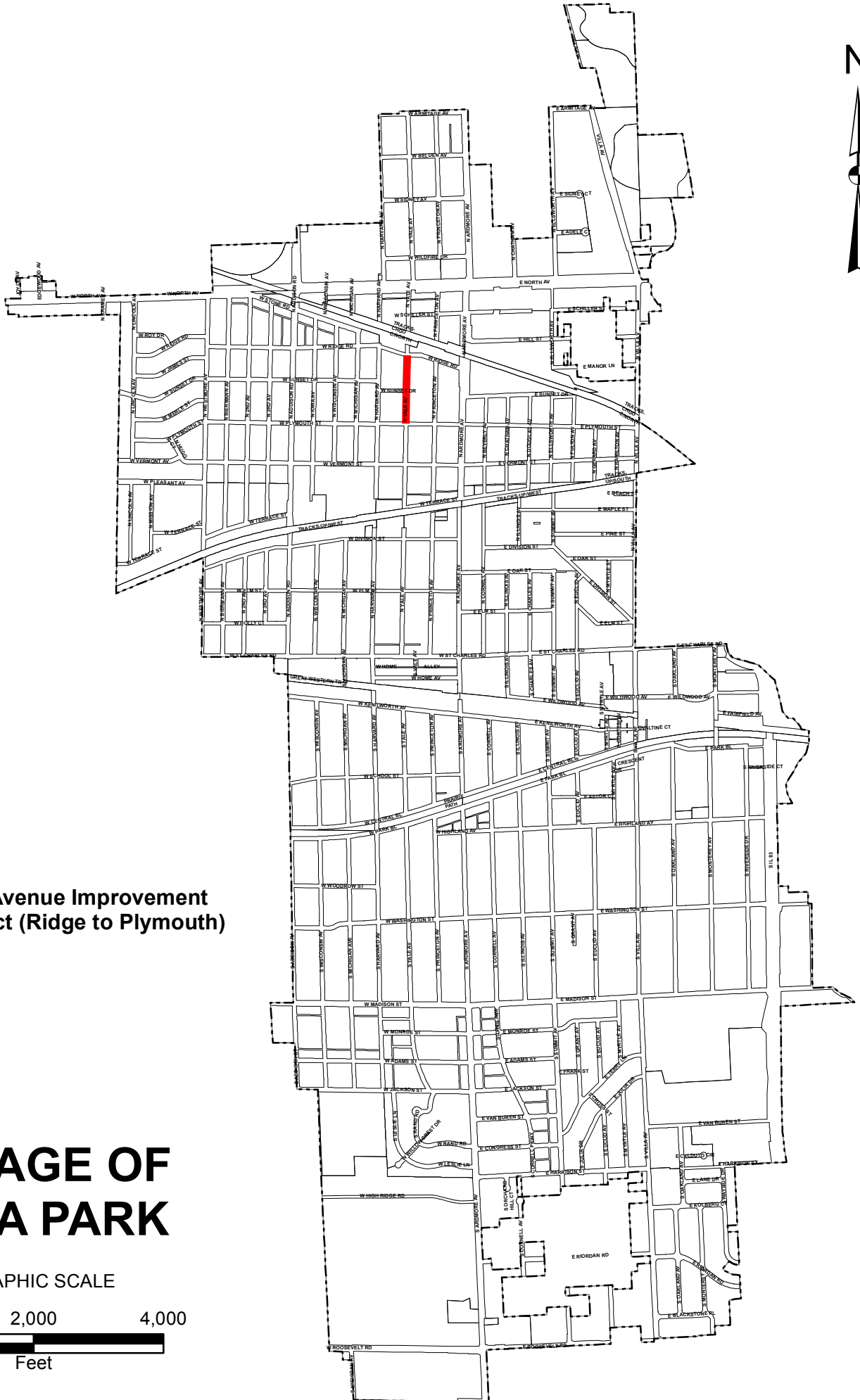
The Yale Avenue Improvement Project is expected to include pavement reconstruction, water main replacement, and other related efforts. The pavement reconstruction was recommended by the pavement evaluation performed by the Village in 2013, and was included in the proposed bond-funded street improvements approved as a part of the November 2014 voter referendum. The water main replacement was recommended by the Village of Villa Park Water Master Plan.

Public Works staff proposes an engineering services agreement with Baxter & Woodman, Inc., for the design of these improvements in an amount not to exceed \$86,300. In addition to having a satisfactory relationship with Baxter & Woodman, the Village also completed a consultant Qualifications Based Selection (QBS) process for the evaluation of consultants to perform design engineering of street and utility improvement projects, and Baxter & Woodman was selected as one of the firms to perform these services for the Village based on their qualifications.

The proposed scope of work of the engineering services would include surveying, geotechnical investigation, design of the street and water main improvements, preparation of plans, specifications and estimates, coordination of the CDBG grant requirements, and assistance with bidding. Funding for these engineering services would be taken from Street Improvement Fund (Referendum) account number 60.502.03.292 and Water Supply Fund account number 82.502.02.292.

RECOMMENDATION

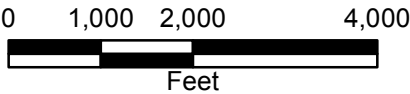
Staff recommends approval of an engineering services agreement with Baxter & Woodman, Inc., of Crystal Lake, Illinois, for Phase II design engineering of the Yale Avenue Improvement Project in an amount not to exceed \$86,300.00.



 Yale Avenue Improvement Project (Ridge to Plymouth)

VILLAGE OF VILLA PARK

GRAPHIC SCALE



VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2019 THROUGH 2023		Fund(s) / Department(s): GO Bonds Water Supply Fund Wastewater Fund CDBG Grant
Project Name: Yale Avenue Improvement Project (Ridge to Plymouth)		
Objective:	To improve the condition of the roadway by removing the existing deteriorated pavement and replacing it with a new, structurally sound pavement. To improve water system capacity and reliability by replacing the existing water main.	
Description:	This project consists of the reconstruction of North Yale Avenue from Plymouth Street to Ridge Road. The project includes replacement of the existing water main. Some selective sanitary sewer system improvements are also included.	
Justification:	The Village's pavement management program has determined that the condition of the street has deteriorated to the point that pavement rehabilitation is needed. This project is to be partially funded by voter approved bond proceeds. The Village plans to apply for grant funding under the Community Development Block Grant (CDBG) Program for the water main improvements.	

Funding Source	Total Cost	Previous Years	Estimated Expenditures by Year					Future Years
			2019	2020	2021	2022	2023	

Engineering / Professional Services								
GO Bonds	65,880	-	49,410	16,470	-	-	-	-
Water Supply Fund ²	105,400	2,000	77,550	25,850	-	-	-	-
Wastewater Fund ²	1,700	-	850	850	-	-	-	-
CDBG Grant	-	-	-	-	-	-	-	-
Engineering Subtotals	172,980	2,000	127,810	43,170	-	-	-	-

Construction / Building								
GO Bonds	329,400	-	164,700	164,700	-	-	-	-
Water Supply Fund ²	129,250	-	64,625	64,625	-	-	-	-
Wastewater Fund ²	17,000	-	8,500	8,500	-	-	-	-
CDBG Grant ¹	387,750	-	193,875	193,875	-	-	-	-
Construction Subtotals	863,400	-	431,700	431,700	-	-	-	-

Funding Sources Subtotals								
GO Bonds	395,280	-	214,110	181,170	-	-	-	-
Water Supply Fund ²	234,650	2,000	142,175	90,475	-	-	-	-
Wastewater Fund ²	18,700	-	9,350	9,350	-	-	-	-
CDBG Grant ¹	387,750	-	193,875	193,875	-	-	-	-
PROJECT TOTALS	1,036,380	2,000	559,510	474,870	-	-	-	-

1. Project component is dependent upon securing funding
2. The Utility Sales Tax is expected to provide funding for these improvements

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Baxter & Woodman, Inc., of Crystal Lake, Illinois, for Phase II Design Engineering of the Yale Avenue Improvement Project in an Amount Not to Exceed \$86,300

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

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended a proposed design engineering services agreement with Baxter & Woodman, Inc., of Crystal Lake, Illinois, to perform Phase II design engineering services for the Yale Avenue Improvement Project in an amount not to exceed \$86,300.00; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with Baxter & Woodman, Inc., of Crystal Lake, Illinois, as is more particularly set forth in a document styled "**Village of Villa Park – Yale Avenue Improvement Project (Ridge to Plymouth); Phase II Engineering Services Proposal**" a copy of which is attached hereto as Exhibit A; and

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

Section 1: That the agreement styled "**Village of Villa Park – Yale Avenue Improvement Project (Ridge to Plymouth); Phase II Engineering Services Proposal**" attached as Exhibit A, be and the same is hereby approved and the Village Manager is hereby authorized and directed to execute same on behalf of the Village of Villa Park.

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

PASSED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2019

Village President

Attest: _____
Village Clerk

April 15, 2019

Mr. Rich Salerno
Deputy Director of Public Works
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

***Subject: Village of Villa Park – Yale Avenue Improvement Project (Ridge to Plymouth)
Phase II Engineering Services Proposal***

Dear Mr. Salerno:

We are excited to be working with you on the Yale Avenue improvements. This Proposal's execution allows Baxter & Woodman, Inc. to prepare Phase II Engineering plans, specifications, and estimates for water main and street improvements.

LOCATION

The Village of Villa Park is proposing work on Yale Avenue from Plymouth Street to Ridge Road for an approximate length of 1,100 feet. The Project also includes replacing an existing water main in the Yale Right-of-Way that crosses under the Canadian National (CN) railroad.

PROJECT UNDERSTANDING

The work included in this Project shall consist of completing Phase II Engineering plans, specifications, and estimates for water main installation and pavement rehabilitation.

The construction of the Yale Avenue Water Main and Street Improvement will utilize funds from the Village's Referendum Program, Water Supply Fund, Wastewater Fund and a Community Development Block Grant (CDBG).

SCOPE OF SERVICES

1. EARLY COORDINATION AND DATA COLLECTION

- A. *Data Collection:* Obtain, review and evaluate the following information provided by Village for use in design:
- Utility Atlases
 - ROW, GIS, and property data

- B. *Field evaluation:* Perform field evaluation of condition of existing pavements, sidewalks, driveways, utility structures, and curb and gutter. Estimate quantities of pavement repair. Observe and photograph Project area and immediate surroundings. Utility structure condition shall include completion of a Village of Villa Park Structure Inspection form.
- C. *Utilities:* Contact J.U.L.I.E. for potentially affected utility companies. Initiate utility coordination by contacting utility companies that have facilities along Project limits and requesting utility atlas maps. Plot locations and sizes of existing utilities in electronic drawings.

2. TOPOGRAPHIC SURVEY

- A. *Topographic Survey:* Perform topographic survey within Project limits and at 50-foot intervals including driveways and cross streets. Driveways behind the property lines will be included for purposes of evaluating/adjusting driveway slopes, if needed. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. Canadian National Right of Way will be surveyed from the Yale Street Right of Way using prismless survey methods. No entry will be made by Baxter & Woodman, Inc. personnel into the Canadian National Right of Way. Pick up driveways behind property lines for purposes of evaluating/adjusting driveway slopes if needed.

3. ENVIRONMENTAL COORDINATION AND PERMITTING

- A. *DuPage County Stormwater Certification:* The certification will be issued by Villa Park based on information provided by Baxter & Woodman, Inc.
- B. *NPDES, SWPPP, and IEPA:* Submittals are required for applicable NPDES permit, SWPPP, and NOI. Permit fees and processing through the stormwater variance procedures are not included in the scope of work.
- C. *IEPA-DPWS Permit:* Submit the design documents to the IEPA for the permit to construct, own, and operate the Project.
- D. *CDBG:* Submit specification to CDBG Program for approval. Attend one CDBG meeting at DuPage County.
- E. *Canadian National Railroad:* Submit the design documents to CN for review and approval. Permit fees are not included in this Scope of Work.

- F. *Clean Construction and Demolition Debris (CCDD)*: The Village will conduct CCDD testing during Phase II Engineering and provide the completed LPC 663 to be included in the contract specifications.

4. MEETINGS AND PUBLIC INVOLVEMENT

- A. *Meetings*: The following meetings are anticipated for this Project:
- Village (2 total) (Kickoff, Pre-final)
 - DuPage County CDBG meeting

5. GEOTECHNICAL REPORT

- A. *Soil Borings*: Utilize Soil and Material Consultants, Inc. to take soil borings of surface and base material to determine composition of existing pavement material within Project limits. Collect four, 10-foot soil borings on alternating sides of pavement centerline. Provide analysis and recommendations, including subgrade, in a soils report in accordance with IDOT guidelines.

6. PLAN PREPARATION

- A. *Estimate of Cost and Time*: Prepare summary of quantities, estimate of time, schedules of materials, and an Engineer's Estimate of Cost with every PS&E submittal.
- B. *Specifications*: Prepare Special Provisions in accordance with Village of Villa Park standards and special provisions and MFT guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction. Special Provisions will be in accordance with CDBG requirements (language and forms).
- C. *Roadway Design*: Prepare plan and profile sheets for roadway design in accordance with Village of Villa Park Standards including improvement limits, stations and offset callouts, label construction limit locations and right-of-way breaks, driveway repairs, curb & gutter and sidewalk improvements for ADA compliance, utility structure adjustments, pavement marking, and note special instructions to Contractor.
- D. *Drainage and Utilities Design*: Incorporate existing sewer point repairs and water main designs in accordance with Village of Villa Park Standards into Drainage and Utility plan sheets. It is assumed Project outfalls will be maintained and not modified as part of this Project.

- E. *Sanitary Sewer Repairs*: Prepare sanitary sewer design in accordance with Village of Villa Park Standards for proposed improvements. Sewer will be video inspected and reviewed by others to determine extent of necessary sewer repairs.
- F. *Water Main Design*: Prepare proposed water main in accordance with Village of Villa Park Standards and compliance with Illinois Environmental Protection Agency rules and to avoid existing utilities. The water main plans will include existing and proposed alignments and locations of fire hydrants, typical service connections, valves, and connections to existing mains.
- G. *Contract Plans and Documents*: Complete bidding documents to include required plan sheets required including: Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Erosion Control, Removals, Plan and Profile, Complete Bid Contract Proposal to include the following forms: Notice to Bidders, Schedule of Prices, and Bid Bond Requirements. Preliminary (70%), Pre-final (95%) and Final (100%) submittals are anticipated for this Project. Disposition of review comments will be provided with every resubmittal.
- H. *Utility Coordination*: Continue utility coordination by contacting utility companies that have facilities along the Project limits. Submit pre-final plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.
- I. *The following items are not included within the scope of this Project, but can be provided as additional services to the contract*:
 - Permit Review fees
 - Plats and Legals
 - Environmental Studies (PESA, PSI, etc.)
 - Railroad Protective Liability Insurance or Flagmen

7. QA/QC

- A. Perform in-house peer and milestone reviews by senior staff prior to Village pre-final submittal.

8. ASSIST BIDDING

- A. Coordinate and submit bid documents through QuestCDN online bidding. Provide bidding assistance and clarification for bid documents. Assist Village with coordination and scheduling during the bid process and provide recommendation for Award letter.

9. MANAGE PROJECT

- A. Plan, schedule, and control activities that must be performed to complete Project including budget, schedule, and scope. Coordinate with Village and Project team to confirm Project goals are achieved. Prepare and submit monthly invoices, and provide regular updates to Village.
- B. *Deliverables:* The following is a list of anticipated final deliverables to the Village for this Project:
- *Electronic DGN, Geopak, Digital Photos, and GIS files used in Project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
 - *Electronic Record of Design files including agency correspondence, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate).*
 - *Contract Plans and Documents defined in the Scope of Services. Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

SCHEDULE OF PROJECT

Notice to Proceed	Late April/Early May 2019
Preliminary PS&E to Village	August 2019
Pre-Final PS&E to Village	September 2019
Final PS&E to Village	October 2019
Bid Letting (Local Letting)	TBD

ENGINEERING FEE

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$86,300. See Exhibit A for more detail. Should the Village require additional assistance, we will perform those additional services, upon written authorization, using the same billing rates.

If this Proposal is acceptable to you, **please indicate by signing a copy of this letter and returning it to our office.** The attached Standard Terms and Conditions and Standard Hourly Billing Rates apply to this Proposal.

We appreciate the opportunity to work with the Village. If you have any questions, or require additional information, please contact Project Manager, Tom Slattery at 815-444-3298 or tslattery@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Louis D. Haussmann, PE
Executive Vice President/COO

Attachment

VILLAGE OF VILLA PARK, ILLINOIS

ACCEPTED BY: _____

TITLE: _____

DATE: _____

I:\Crystal Lake\VILPK\170946-Yale WM\Contract\40 - Design\170946.40_Proposal_Yale_revised.docx

Village of Villa Park							
Plan Number: 170946.40							
Plan Name: VILPK - Yale Avenue Watermain and Street Improvements							
Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total		672.00	83,680.00	83,680.00	2,127.00	493.00	86,300.00
1	Early Coordination and Data Collection	40.00	4,720.00	4,720.00	0.00	100.00	4,820.00
	1.1 Data Collection	16.00	2,000.00	2,000.00	0.00	0.00	2,000.00
	Jonathan Miller	8.00	960.00				
	Lauren Schuld	8.00	1,040.00				
	1.2 Field Evaluation - Street Improvement Program	16.00	1,760.00	1,760.00	0.00	100.00	1,860.00
	Melissa Miller	16.00	1,760.00				
	1.3 Utilites	8.00	960.00	960.00	0.00	0.00	960.00
	Jonathan Miller	8.00	960.00				
2	Topographic Survey	76.00	8,520.00	8,520.00	0.00	195.00	8,715.00
	Jonathan Miller	8.00	960.00				
	Kathleen Roberson	8.00	960.00				
	Michael Sweeney	60.00	6,600.00				
3	Environmental Coordination and Permitting	48.00	6,280.00	6,280.00	0.00	0.00	6,280.00
	Jonathan Miller	8.00	960.00				
	Lauren Schuld	36.00	4,680.00				
	Thomas Slattery	4.00	640.00				
4	Meetings	24.00	3,280.00	3,280.00	0.00	148.00	3,428.00
	Jonathan Miller	8.00	960.00				
	Lauren Schuld	8.00	1,040.00				
	Thomas Slattery	8.00	1,280.00				
5	Geotechnical Report	4.00	480.00	480.00	2,127.00	0.00	2,607.00
	Jonathan Miller	4.00	480.00				
6	Plan Preparation	438.00	54,270.00	54,270.00	0.00	0.00	54,270.00
	6.1 Estimate of Cost and Time	80.00	10,000.00	10,000.00	0.00	0.00	10,000.00
	Jonathan Miller	40.00	4,800.00				
	Lauren Schuld	40.00	5,200.00				
	6.2 Specifications	48.00	5,820.00	5,820.00	0.00	0.00	5,820.00
	Jonathan Miller	24.00	2,880.00				
	Lauren Schuld	20.00	2,600.00				
	Barbara Tobin	4.00	340.00				

Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
6.3	Roadway Design	72.00	8,960.00	8,960.00	0.00	0.00	8,960.00
	Jonathan Miller	40.00	4,800.00				
	Kathleen Roberson	24.00	2,880.00				
	Thomas Slattery	8.00	1,280.00				
6.4	Drainage and Utilities Design	16.00	1,920.00	1,920.00	0.00	0.00	1,920.00
	Jonathan Miller	8.00	960.00				
	Kathleen Roberson	8.00	960.00				
6.5	Sanitary Sewer Repairs	42.00	5,370.00	5,370.00	0.00	0.00	5,370.00
	Kaitlin Kublank	24.00	2,880.00				
	Kathleen Roberson	8.00	960.00				
	Barbara Tobin	2.00	170.00				
	Steven Verseman	8.00	1,360.00				
6.6	Watermain Design	100.00	12,600.00	12,600.00	0.00	0.00	12,600.00
	Kathleen Roberson	40.00	4,800.00				
	Lauren Schuld	60.00	7,800.00				
6.7	Cross Section Design	24.00	2,880.00	2,880.00	0.00	0.00	2,880.00
	Jonathan Miller	24.00	2,880.00				
6.8	Contract Plans and Documents	40.00	4,800.00	4,800.00	0.00	0.00	4,800.00
	Jonathan Miller	24.00	2,880.00				
	Kathleen Roberson	16.00	1,920.00				
6.9	Utility Coordination	16.00	1,920.00	1,920.00	0.00	0.00	1,920.00
	Jonathan Miller	16.00	1,920.00				
7	QC/QA	12.00	2,040.00	2,040.00	0.00	0.00	2,040.00
	Jason Fluhr	4.00	640.00				
	Craig Mitchell	4.00	720.00				
	Steven Verseman	4.00	680.00				
8	Assist Bidding	22.00	2,810.00	2,810.00	0.00	50.00	2,860.00
	Jonathan Miller	8.00	960.00				
	Lauren Schuld	8.00	1,040.00				
	Thomas Slattery	4.00	640.00				
	Barbara Tobin	2.00	170.00				
9	Manage Project	8.00	1,280.00	1,280.00	0.00	0.00	1,280.00
	Thomas Slattery	8.00	1,280.00				

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not responsible for the acts of omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (8) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (9) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

LOH 4-17-19

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that the BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

LOH 4-17-19

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.

BAXTER & WOODMAN, INC.
2019 HOURLY BILLING RATES AND EXPENSE ITEMS
FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	HOURLY BILLING RATES		
Principal	\$195		
Senior Engineer III to IV	\$155	to	\$180
Senior Engineer I to II	\$130	to	\$145
Engineer III to IV	\$110	to	\$120
Engineer I to II	\$95	to	\$100
Engineering Technician III to V	\$120	to	\$145
Engineering Technician I to II	\$60	to	\$110
Senior Geologist	\$140		
Professional Surveyor I	\$150		
Administrative Support I to III	\$75	to	\$85
Marketing Professional I to III	\$75	to	\$85
Accounting Professional I to III	\$75	to	\$100

Hourly rates for inspection services do not include any overtime.

The Engineer may adjust the hourly billing rate and out-of-pocket expenses on or about January 1 of each subsequent year and will send the new schedule to the Owner.

Hourly Billing Rates include direct labor and indirect overhead expenses, readiness to serve, and profit, and are for 8 hours/day and 40 hours/week regularly scheduled work hours.

Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by the U.S. Internal Revenue Service.

Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem or \$32.50 per half diem.

Traffic Counters \$50/day.

Miovision Traffic System usage will be reimbursed at a rate of \$600.00 per diem and \$24.00 per hour processing.

Sub-consultant costs will be reimbursed at their invoice costs plus 5%

Unmanned Aircraft System (Drone) Units will be reimbursed at a rate of \$2,000.00 per day.

Flow Meter Units will be reimbursed at a rate of \$750.00 per month.

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Patty Ruiz

Submitting Department: Parks & Recreation

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Budgeted Purchase of Playground Equipment for Willowbrook Park in an Amount Not to Exceed \$69,999

Suggested Action:

Willowbrook Park playground must be removed as part of the Jackson Pond Improvement Project. The current playground has been in use since 2000 and is over 19 years old. Plans from the Parks and Recreation Master Plan call for replacement of the playground and this purchase is the first step in the park renovation process. With the support of the Parks and Recreation Advisory Commission, who unanimously supported the playground's replacement, it is recommended that the playground equipment be purchased from Team Reil, of Union, Illinois, in an amount not to exceed \$69,999. This purchase is budgeted in NEDSRA account number 34.502.02.299.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[Willowbrook Park Playground Design](#)

[Willowbrook Current Playground](#)

[Willowbrook Park Playground Memo](#)

[Willowbrook Playground quote](#)

[RESO - Purchase of Playground at Willowbrook Park](#)

NEW PLAYGROUND

PLAYGROUND
COLORS TO BE
DETERMINED



Est. 1991
Team REIL Inc.
SALES • SERVICE • CONSTRUCTION



NEW PLAYGROUND



Est. 1991
Team REIL Inc.
SALES • SERVICE • CONSTRUCTION



PLAYGROUND**WILLOWBROOK PARK**

LOCATION:	South Central section of Village Accessible from Leslie Lane or Highridge Road Located across the street from Willowbrook High School
CLASSIFICATION:	Neighborhood Park (ages 12 years and under)
YEAR CONSTRUCTED:	2000
DESCRIPTION:	*Deck component system containing one (1) slide, one (1) tunnel slide, and three (3) climbers and overhead apparatus *Independent equipment includes a two,(2) place swingset
RESILIENT SURFACE:	Wood mulch
BORDER:	Tuff Timbers
REPLACEMENT YEAR:	TBD—After 2010
PROJECT REPLACEMENT COST:	N/A
HANDICAP ACCESSIBILITY:	Partial—surface is accessible and contains a transfer Module. Tunnel slide contains handholds for accessibility Newest Park as of 09/2000



MEMORANDUM

TO: Rich Keehner, Jr., Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

DATE: April 10, 2019

SUBJECT: Consider Purchase and Install of Playground Equipment for Willowbrook Park

STATEMENT OF PURPOSE

Willowbrook Park playground is due for an upgrade. The existing playground was installed in 2000. The scheduled replacement was for 2010. In recent years, we have replaced 3 playgrounds on the North side of town (Twin Lakes, Iowa Community Center and N. Terrace Park). Because of this concentration, we would like to install a new playground on the south side of town, specifically, Willowbrook Park. Since the playground at this park is still in good condition, the plan is to re-purpose it for use at Westmore Park, which also needs to be replaced.

INVESTIGATION

On Oct. 26, 2015, the Village of Villa Park Board of Trustees adopted Resolution No. 15-93, Parks and Recreation Master Plan in order to upgrade the village's recreation facilities and improve the quality of our community parks. From the Master Plan surveys, residents rated a majority of the parks as "Average to Poor" over "Excellent to Good". This indicated that many of the parks needed updating, especially the existing playgrounds. While moving forward and completing several past projects including new garden plots, butterfly garden and the Cortesi Park renovation, the Parks & Recreation Dept. has targeted Willowbrook playground as its next project.

Discussions took place at the January Recreation Commission meeting and it was agreed by those Commissioners that Willowbrook playground should be the next playground to be replaced. The Commission also was unanimously in favor of re-using the existing Willowbrook playground at Westmore Park. This project is another in the continuing steps to update and improve the village's parks system.

Because of the Public Works storm water project set to begin, the Parks & Recreation department was informed that the playground would need to be taken out of use for the duration of that project. The timing, consequently, is perfect for the replacement. In early March, a total of 125 letters were sent to residents in the neighborhood of Willowbrook Park informing them of the potential playground replacement project (pending Board approval). The replacement would occur during the spring/summer seasons, with scheduled opening in fall (upon the public works project completion).

The Following companies submitted proposals for a playground (with at least 15 play events) and an accessible zip line structure accommodating 2 participants:

Team Reil, Union IL,	\$69,999		
Kompan, Austin, TX.	\$73,005 *	(zip line is only for 1 rider)	120
Burke Industries, Fond du Lac, WI,	\$73,632.56		

Included with these proposals are the install costs. Team Reil will provide the install of their Miracle Playground, while the others do not. The lowest install proposal we received was from the Paul Herrera Construction Company in the amount of \$18,680 (this cost was included in the total cost for the playgrounds from Kompan and Burke Industries).

Furthermore, Team Reil Inc. is the preferred vendor since they are the Northern distributor for Miracle Playground Equipment. Miracle Playground is the preferred equipment for the Willowbrook park site. Team Reil's proposal includes free freight (saving us \$3685), the current playground chosen is on sale, (savings of \$12,603) and an additional discount of \$6000 was included on the ziplines, from Miracle. This equipment, without any reductions, would normally cost \$92,287. The total savings to the village is \$22,288.

RECOMMENDATION

The Parks and Recreation Advisory Commission unanimously provided positive feedback and support for the replacement of the playground at Willowbrook Park and the repurpose of the existing playground there, to be used at Westmore Park. Staff recommends purchase and install of the Willowbrook playground from Team Reil Inc. of Union IL, in the amount of \$69,999. Funds have been budgeted from the NEDSRA fund balance, Acct number 34.5032.02.299.

EQUIPMENT QUOTATION



Quote No	Quote Date
163475	4/3/2019

Salesperson
Mike Cederlund

Bill To:	Site Location:
Village of Villa Park 20 South Ardmore Avenue Villa Park, IL 60181-2696 Contact: Brian Roche Phone: (630) 834-3051 Fax: (630) 834-8982 Email: broche@invillapark.com	 Scope of Work Willowbrook Park Option Final

Notes: This price doesnt include any site prep or safety surfacing

Description	Qty	Rate/Unit	Amount
Miracle)714-S612W modified	1.00	43,469.00	43,469.00
Miracle_Glidealong Zipline (ADA)	1.00	9,373.00	9,373.00
Miracle_Glidealong Zipline add on	1.00	7,931.00	7,931.00
Installation of Playground Equipment	1.00	19,999.00	19,999.00
Team REIL and Sourcewell additional Discount	1.00	-10,773.00	-10,773.00

69,999.00

Sales Tax (If Applicable) 0.00

Quote Total: \$ 69,999.00

The above prices will be in effect for 90 days.

Unless otherwise specified the above prices do not include installation or Sales Tax.

TERMS: For those who have established credit with us
 Terms are full payment within 30 days, no retainage, from the date of shipment. Should payment not be received within 30 days, we agree to pay 1 1/2% per month interest on the unpaid balance.
For those who do not have established credit at time of order,
 Orders under \$3,000 require payment in full at time of order, all other orders will be 50% down payment with order and balance prior to shipping.
 Should the payment not be received within the above terms, we agree to pay all attorneys' fees and other collection costs, which the seller may incur to insure that this account, including any accrued interest is collected in full.

Accepted by:

Resolution No. _____

**A RESOLUTION APPROVING THE PURCHASE OF PLAYGROUND
EQUIPMENT FOR WILLOWBROOK PARK THROUGH TEAM REIL INC.**

WHEREAS, The Village of Villa Park (the "Village") is 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 Parks and Recreation Department prepared and the Village adopted the 2015 Parks and Recreation Master Plan to upgrade the Village's recreation facilities and improve the quality of Village parks; and,

WHEREAS, the Department of Public Works is completing the Jackson Pond Improvement Project to alleviate area flooding, which required the removal of the existing playground equipment at Willowbrook Park; and,

WHEREAS, Section 2-220(a)(2) of the Villa Park Municipal Code provides an exemption from the bidding requirements for purchases of equipment wherein the price to be paid by the Village is equal to or less than a price established by open and competitive bidding through an Illinois public agency where such open and competitive bidding was held within one year immediately preceding the letting of the proposed contract by the Village; and,

WHEREAS, the Parks and Recreation Department received three proposals for the playground construction and installation project, and Team Reil Inc. of Union, IL has provided the lowest responsible bid for the project in an amount not to exceed \$69,999; and,

WHEREAS, it has been determined that it is in the best interests of the Village to purchase the playground equipment from Team Reil Inc, a northern distributor for Miracle Playground Equipment.

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

Section 1: That the Village Manager is hereby authorized to execute the purchase and installation of Miracle Playground equipment through Team Reil Inc, 17421 Marengo Rd. Union, Illinois, 60180 in an amount not to exceed \$69,999.00 and such other documents as may be required in accordance with the attached proposal number 163475.

Resolution No: _____

Section 2: This resolution shall be in full force and effect from and after its passage and approval waiving the bidding requirements by a two-thirds vote of the Trustees.

PASSED this _____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2019

Village President

Attest: _____
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by:

Submitting Department: Parks & Recreation

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Establishing the Fees for the Village's Swimming Pool for 2019

Suggested Action:

Pool pass rates must be finalized by a resolution and approved by the Board of Trustees. It is recommended, with support of the Parks and Recreation Commission, that there be no fee increase for the 2019 swim season. The recommended rates are as follows:

Early Bird Rates (May 1 - June 21, 2019):

Resident age 3-59	\$53
Non-resident age 3-59	n/a**
Resident senior age 60+	\$48
Non-resident age 60+	n/a**

Regular Season Rates (Beginning June 22, 2019):

Resident age 3-59	\$72
Non-resident age 3-59	\$99
Resident senior age 60+	\$64
Non-resident age 60+	\$92

(**Non-residents will not have the option to purchase pool passes at the reduced, early bird rate.)

The daily admission fees are recommended to be \$7 for residents ages 3 and older and \$9 for non-residents ages 3 and older. The evening discount fee will be \$5 for residents and \$7 for non-residents beginning at 5:00 pm. The daily admission rates recommended for 2019 are the same as they were in 2018. These fees are comparable with neighboring communities with similar aquatic facilities.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[RESO - Pool Fees 2019](#)

[MEMO - 2019 Pool Pass Rates](#)

[Pool Fee Comparison 2019](#)

Resolution No. _____

**A RESOLUTION ESTABLISHING THE FEES FOR THE VILLAGE'S
SWIMMING POOL FOR 2019**

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, Section 17-103 of the Villa Park Municipal Code requires that the swimming pool fees, rules and regulations shall be established by resolution; and,

WHEREAS, the Village desires by this resolution to establish the 2019 swimming pool fees for public notice to be given prior to May 1, 2019.

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

Section 1: That the following Village swimming pool fees are hereby established for the 2019 swimming pool season:

	Early Bird Discounted Rate May 1 – June 21, 2019	Regular Season Rate Beginning June 22, 2019
Resident Age 3-59	\$53.00	\$72.00
Non-Resident Age 3-59	n/a*	\$99.00
Resident Senior Age 60+	\$48.00	\$64.00
Non-Resident Senior Age 60+	n/a*	\$92.00

(*Non-residents will not have the option to purchase pool passes at the reduced, early bird rate.)

The daily admission rates shall be \$7.00 for residents ages 3 and older and \$9.00 for non-residents ages 3 and older. The evening discount rate will be \$5.00 for residents and \$7.00 for non-residents beginning at 5:00 pm.

Except as amended herein, all other existing fees, rules and regulations shall remain in full force and effect.

Section 2: This Resolution shall be in full force and effect upon its passage and approval in the manner provided by law.

Resolution No: _____

PASSED this ____ day of _____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2019

Village President

Attest: _____
Village Clerk



MEMORANDUM

TO: Greg Gola, Director of Parks and Recreation

A handwritten signature in blue ink, reading "Gina M. Racanelli".

FROM: _____, Superintendent of Recreation
Gina M. Racanelli, CPRP CPO AFO

RE: Swim pass and daily admission rates for 2019

DATE: April 10, 2019

STATEMENT

OF PURPOSE Pool pass rates are set annually by village resolution and rates need to be advertised during the month of April so passes can go on sale by May 1, 2019. The summer brochure will be printed on April 23, 2019.

INVESTIGATION After giving serious consideration to pool pass rates and gate admission for 2019, staff recommends and the Parks and Recreation Advisory Commission unanimously agrees with the following: **NO** fee increase for 2019. With only one pool opening for the upcoming swim season, no fee increase again this year is a show of good faith.

Below please find information for pool pass rates, daily admission fees along with a historical comparison for the last three pool seasons.

2019 rates with no rate increase:

	Early Bird Rate	Regular Season Rate
Resident age 3-59	\$53	\$72
Non-resident age 3-59	n/a	\$99
Resident senior age 60+	\$48	\$64
Non-resident age 60+	n/a	\$92

Projected revenue if the same number of passes sold as in 2018:

***\$25,000 (Jefferson Pool only
scheduled to open)***

2018 actual rates:

	Early Bird Rate	Regular Season Rate
Resident age 3-59	\$53	\$72
Non-resident age 3-59	n/a	\$99
Resident senior age 60+	\$48	\$64
Non-resident age 60+	n/a	\$92

Revenue for 2018 season swim pool passes:**\$24,481 (Jefferson Pool only)****2017 actual rates:**

	Early Bird Rate	Regular Season Rate
Resident age 3-59	\$53	\$72
Non-resident age 3-59	n/a	\$99
Resident senior age 60+	\$48	\$64
Non-resident age 60+	n/a	\$92

Revenue for 2017 season swim pool passes:**\$63,012 (Jefferson and Lufkin Pools open)**

	Early Bird Rate	Regular Season Rate
Resident age 3-59	\$53	\$72
Non-resident age 3-59	n/a	\$99
Resident senior age 60+	\$48	\$64
Non-resident age 60+	n/a	\$92

Revenue for 2016 season swim pool passes:**\$71,156 (Jefferson and Lufkin Pools open)**

With regard to the discounted early bird season pass rates, the Parks and Recreation Advisory Commission unanimously agreed and staff recommends that early bird dates begin May 1, 2019 and end June 21, 2019. This would allow for patrons to purchase their pool passes at the discounted rate for an extended period through the first day of summer. Regular rates would begin on June 22, 2019.

A multi-use pass option will also be available for purchase. If a potential pool patron will not use the pool enough to justify purchasing a season pass, a multi-use pass is an attractive option. This allows a patron to save on the daily admission prices without purchasing an individual pool pass. If patrons have family visiting from out of town or only use the pool a few times each season, this may be the perfect selection. This pass may be shared with friends and family and does not require a photo at the time of purchase. In keeping in-line with season passes, staff recommends the same rates in 2019 as in 2018 for multi-use passes.

<i>Resident 15-use pass</i>	<i>\$74</i>	<i>(\$4.93 per visit)</i>
<i>Non-resident 15-use pass</i>	<i>\$120</i>	<i>(\$8 per visit)</i>
<i>Resident 10-use pass</i>	<i>\$53</i>	<i>(\$5.30 per visit)</i>
<i>Non-resident 10-use pass</i>	<i>\$84</i>	<i>(\$8.40 per visit)</i>

RECOMMENDATION It is ***recommended*** that the 2019 daily rates remain the same as the 2018 season. The Parks and Recreation Advisory Commission also affirm to keep the rates the same as 2018. These rates are in line with neighboring communities (see attachment) with similar aquatic facilities. Below please find the recommendation for daily admission fees.

<i>Resident 3 years and up</i>	<i>\$7</i>
<i>Non-resident 3 years and up</i>	<i>\$9</i>

After 5 pm Evening Daily Admission Discount

<i>Resident 3 years and up</i>	<i>\$5</i>
<i>Non-resident 3 years and up</i>	<i>\$7</i>

<i>Revenue for 2018 season gate admission:</i>	<i>\$33,882 (Jefferson Pool only)</i>
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<i>Revenue for 2017 season gate admission:</i>	<i>\$32,804 (Jefferson and Lufkin Pools)</i>
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<i>Revenue for 2016 season gate admission:</i>	<i>\$36,465 (Jefferson and Lufkin Pools)</i>
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In an effort to reduce expenditures, staff would like the continued option to enforce pool closure procedures which include:

- If the air temperature falls below 65 degrees.
- If there are less than 13 swimmers, after 1:30 pm, and the weather is such (cool, cloudy, etc.) that it will discourage additional swimmers.

attachment

Pool Fees Comparison		2019		2019		2019		2019		2019		2019		2019		2019		2019	
		Ben'ville WP		Bl'Dale WP		Bt'field P		Elm P		Glen Ellyn		GD Hgts		Lomb. WP		Roselle P		Wdale WP	
		R/NR		R/NR		R/NR		R/NR		R/NR				R/NR		R/NR		R/NR	
Under 2		Free		Free		Free		Free		Free		Free		Free		Free		Free	
Ind Child		\$120/\$144		\$53/\$75		\$70/\$85		\$67/\$117		\$129/\$193		\$65/\$85		\$72/\$112		\$120/\$130		\$69	
Ind Adult		\$120/\$144		\$53/\$75		\$105/\$135		\$67/\$117		\$137/\$205		\$65/\$85		\$82/\$140		\$120/\$130		\$69	
Ind Senior		\$110/\$128		\$53/\$75		\$62/\$80		\$67/\$117		\$52/\$78		\$25/\$50		\$72/\$112		\$90/\$100		\$69	
Ind Child EB		\$102/\$122		\$43/\$63		10% off		\$47/\$117		\$115/\$172		\$40/\$65		NA		\$100/\$120		\$49	
Ind Adult EB		\$102/\$122		\$43/\$63		10% off		\$47/\$117		\$123/\$185		\$40/\$65		NA		\$100/\$120		\$49	
Ind Senior EB		\$94/\$117		\$43/\$63		10% off		\$47/\$117		\$49/\$72		\$15/\$40		NA		\$70/\$90		\$49	
Family		NA		NA		NA		NA		NA		NA		NA		NA		NA	
Family of 2		\$153/\$184		NA		\$145/\$190		NA		\$173/\$259		NA		\$143/\$221		\$140/\$150		\$98/\$138	
Family of 3		\$178/\$214		NA		\$195/\$225		NA		\$200/\$291		NA		\$185/\$293		\$145/\$155		\$147/\$207	
Family of 4		\$203/\$244		NA		\$240/\$280		NA		\$227/\$323		NA		\$217/\$338		\$150/\$185		\$172/\$257	
Family of 5		\$228/\$274		NA		\$265/\$325		NA		\$254/\$355		NA		\$245/\$384		\$155/\$190		\$197/\$282	
Family of 6		NA		NA		NA				\$281/\$387		NA		\$274/\$432		\$160/\$195		\$222/\$307	
Each add'l		\$25/\$30		NA		\$40/\$47		NA		\$27/\$32		NA		NA		\$5/\$5		\$25/\$25	
Daily Child		\$6/\$8		\$5/\$7		\$8		\$7/\$9		\$6.25/\$9.75		\$7/\$12		\$7/\$13		\$5/\$7		\$6/\$9	
Daily Adult		\$9/\$12		\$7/\$9		\$8		\$8/\$11		\$9.25/\$12.75		\$7/\$12		\$8/\$12		\$5/\$7		\$7/\$10	
Daily Senior		\$6/\$8		\$5/\$7		\$8		\$6/\$9		\$4.75/\$9.50		\$7/\$12		\$7/\$13		\$5/\$7		\$4/\$7	
Evening Child		\$3/\$4		\$4/\$6		\$5		NA		\$5/\$7		NA		\$6/\$9		\$3/\$5		\$3/\$6	
Evening Adult		\$4.50/\$6				\$5		NA		\$8/\$10		NA		\$8/\$12		\$3/\$5		\$4/\$7	
Evening Senior		\$3/\$4				\$5		NA		\$3.50/\$5.50		NA		\$6/\$9		\$3/\$5		\$4/\$6	
Punch Cards		NA		\$50/\$70		NA		\$100/\$160		NA		NA		NA		NA			
								20 punch											
								20 punch											
								senior											
								\$80											

Village Board of Trustees Agenda Item Report

Meeting Date: April 22, 2019

Submitted by: Kelly Kuechle

Submitting Department: Village Board

Item Type: Resolutions

Agenda Section:

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Village Manager's Employment Contract

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:

[RESO - VM Contract 2019](#)

[2019 VM Employee Agreement](#)

Resolution No. ____

**RESOLUTION APPROVING TERMS OF EMPLOYMENT OF THE
VILLAGE MANAGER
PURSUANT TO EMPLOYMENT AGREEMENT**

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

WHEREAS, the Village is a strong manager form of government pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/1-1-2 *et seq.*) with a manager appointed by the Village President and Board of Trustees (the “*Corporate Authorities*”) who serves as the administrative head of the Village; and,

WHEREAS, the Corporate Authorities have reviewed the terms of employment of Richard D. Keehner, Jr. of the Village of Villa Park as set forth in the Employment Agreement attached hereto and made a part hereof.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, that the terms of employment of Richard D. Keehner, Jr. as set forth in the Employment Agreement attached hereto are hereby approved and the Village President and Village Clerk are hereby authorized to execute said Employment Agreement.

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of ____, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of ____, 2019

Village President

Attest: _____
Village Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “*Agreement*”) is made and entered into this ____ day of April, 2019, by and between the Village of Villa Park, DuPage County, Illinois, a municipal corporation (hereinafter called the “*Employer*”), and Richard D. Keehner, Jr. (hereinafter called the “*Employee*”) both of whom understand as follows:

Section 1. *Employment and Duties.* The Employee, having been appointed by the Village President and the Board of Trustees (hereinafter called the “*Village Board*”), has been employed as the Village Manager of the Village of Villa Park in accordance with all of the provisions of local ordinances which relate to the duties of said office, as may be in effect from time to time. The Employee hereby agrees to continue to perform said duties as Village Manager.

Section 2. *Employment Commencement and Term.* The Employee’s employment commenced April 18, 2011, pursuant to the terms set forth in an Employment Agreement by and between the Employer and the Employee dated March 14, 2011 (the “*Original Agreement*”). This Employment Agreement supersedes and voids the Original Agreement and all other prior agreements, written or oral, between the Employer and Employee. As provided by the Illinois Municipal Code, Section 5-3-7 (65 ILCS 5/5-3-7) and the Village Code of Ordinances, the Employee, as Village Manager, shall serve for an indefinite term, subject to removal from his office as Village Manager by a majority vote of all of the members of the Village Board (the “*Employer*”), subject to Sections 19, 20 and 21 of this Employment Agreement.

Section 3. *Salary.* The Employer shall pay the Employee for full-time services as Village Manager, an annualized salary of One Hundred Seventy Five Thousand Nine Hundred Ninety Three Dollars and no cents (\$175,993) payable in installments at the same time as other

administrative employees of the Employer are paid, said salary to be retroactive from May 1, 2019.

Consideration shall be given on an annual basis to increase compensation. The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 16 of this Employment Agreement. The Employer agrees to increase the compensation each year by the minimum of the average across the board increase granted to other employees of the Employer.

Section 4. *Deferred Compensation Plan.* Employer agrees to execute all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) deferred compensation plan for Employee's participation in said supplementary retirement plan. Effective May 1, 2018 and each May 1 thereafter, the Employer agrees to make an annual contribution to the ICMA Retirement Corporation deferred compensation plan in the amount of Four percent (4.00 %) of the Employee's annual salary at that time.

Section 5. *Automobile.* The Employee's duties require exclusive and unrestricted use of an automobile. This requirement shall be met through a monthly vehicle allowance.

The Employer agrees to pay to the Employee, during the term of this Employment Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars (\$6,000) per year, payable monthly, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle.

Section 6. Insurance. The Employer shall provide the Employee and his dependents at Employer's expense, employee group medical as described in *Attachment A*. The Employer shall also provide the Employee life insurance as described in *Attachment A*.

Section 7. Retirement Benefits. The Employer shall enroll the Employee in the Illinois Municipal Retirement Fund as required by state statute and the Village retirement plan.

Section 8. Dues and Subscriptions. Subject to budget approval by the Village Board, the Employer shall pay for the reasonable professional dues and subscriptions of the Employee necessary for his continued participation in national, regional, state and local associations and organizations desirable for the Employee to gain skills and knowledge to benefit his performance as Village Manager, as budgeted.

The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations, as budgeted.

Section 9. Technology. The Employer shall provide Employee with a computer, software, fax/modem, cell phone/smartphone required for the Employee to perform the job and to maintain communication.

Section 10. Professional Development. Subject to budget approval by the Village Board, the Employer shall pay for the reasonable travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions designed to continue the professional development of Employee and to adequately pursue necessary official and other functions of the Employer.

Section 11. *Vacation, Sick Leave, Personal Leave.* Sick leave, holiday and personal leave days will be the same as other non-contract employees of the Employer as stated in the Personnel Rules and Regulations Manual of the Employer as described in Attachment B. Employee shall be entitled to five (5) weeks of vacation each fiscal year of the Employee commencing May 1, 2013.

Section 12. *Residency Requirement.* The Employee will be required to always reside and to maintain a residence within the corporate boundaries of Villa Park.

Section 13. *Exclusivity.* During the term of this Employment Agreement, Employee shall not perform any work or services for compensation for any other governmental body, entity or other employer without prior written authorization of the Village Board.

Section 14. *Taxes.* Employee shall be responsible for any required federal, Illinois or local taxes, as applicable, which are to be paid on amounts or benefits received by Employee under this Employment Agreement, whether such taxes are to be paid by legally required payroll withholding or otherwise. Employer shall pay the Employer's portion of Medicare, FICA and IMRF.

Section 15. *Indemnification.* Except for the willful and wanton misconduct of the Employee, Employer shall defend, save and hold harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as Village Manager. Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 16. *Employee Review.* The Employer shall review and evaluate the performance

of the Employee annually in April of each calendar year. The performance evaluation consists of a process, form, criteria, and format which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation; (2) meet and discuss the evaluation; and, (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting. On each anniversary date of this Employment Agreement, the terms and conditions, including but not limited to salary, benefits, and severance pay, shall be subject to negotiation.

Section 17. Personnel Rules. The Personnel Rules of the Employer shall apply to Employee, except as it relates to overtime pay inasmuch as the Employee is employed in a management capacity.

Section 18. Hours of Work. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 19. Resignation. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the rights of the Employee to resign at any time from the position of Employee, subject to the provisions of this paragraph. The Employee may resign by giving a minimum of thirty (30) days written notice to the Employer, unless the parties agree to some other time period. The Employee shall be entitled to all salary and fringe benefits, health and life insurance, that have accrued to the Employee to the effective date of his resignation, on the condition that the Employee continues in the performance of the full time duties of Village Manager for the Employer.

Section 20. Termination. The Employee is an at will employee of the Employer. Nothing in this Employment Agreement shall prevent, limit or otherwise interfere with the rights of the Village Board to terminate the employment of the Employee at any time, with or without cause, subject only to the provisions of Sections 21 and 22 below.

Section 21. Just Cause; Notice of Termination.

A. *Cause Termination.* For purposes of this Employment Agreement, Cause shall be defined only as (i) commission by the Employee of any act of fraud or willful misconduct toward the Village; (ii) any material or substantial breach of the Employee's obligations under this Employment Agreement; (iii) the conviction of the Employee of any felony (or a plea of *nolle contendere* thereto); (iv) the Employee's willful refusal to follow any instruction from the Village Board consistent with his position and duties set forth in Section 1.

B. *Notice of Termination.* Any termination by the Village Board for Cause, or without Cause, or by the Employee for Good Reason, shall be communicated by Notice of Termination to the other party hereto. For purposes of this Employment Agreement, a "*Notice of Termination*" means a written notice which (i) indicates whether the termination is for Cause or without Cause; and, (ii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the termination date.

C. *Date of Termination.* "*Date of Termination*" means either the date of receipt of the Notice of Termination or any later date specified therein. If the Employee's employment is terminated by reason of death or otherwise by the Employee, the date of death or other termination by the Employee shall be the Date of Termination.

Section 22. Obligation of the Village Upon Termination. In the event the employment

of the Employee is terminated by the Corporate Authorities without cause, the Employer agrees to pay the Employee a severance payment as follows:

A. *Without Cause.* If, during the Employment Period, the Village shall terminate the Employee's employment other than for Cause, death or permanent disability, the Village agrees to pay the employee a severance payment as follows:

"In the event the Employee is terminated early under this section by the Village during the term of this Employment Agreement, the Village agrees to compensate the Employee twenty (20) weeks total compensation, including continuation of all benefits during the twenty (20) weeks termination period ("*Termination Period*"). The compensation shall be paid in installments at the same time as other administrative employees of the Employer are paid, each of which shall be equal to the total monthly salary and benefits due and payable to the Manager for the last full month of employment prior to the notice of termination. These payments shall continue as if the Manager had remained in Village employ for the termination period, or until the Manager secures other full time employment, whichever occurs first. The Village shall provide sixty (60) days prior written notice of its decision to terminate this Employment Agreement. In consideration for, and as a condition precedent to provision of all benefits under this paragraph, Employee shall execute a general release releasing Employer from any and all causes of action, claims and demands which Employee might have against the Employer."

B. *Without Cause. New Governing Body Members.* In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Employment Agreement, such termination shall be deemed to be without cause and the Employer agrees to pay Severance in accordance with Section 22(A).

C. *With Cause.* If the Employee's employment shall be terminated by the Village for Cause, death or permanent disability, the Village shall have no further payment obligations to the Employee under this Employment Agreement after the Date of Termination.

Section 23. *Reduction of Benefits.* Employer may not, at any time during the term of this Employment Agreement reduce the salary or other benefits of the Employee.

Section 24. *Bonding.* Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 25. *Notice.* Any notice required or otherwise given pursuant to this Employment Agreement shall be in writing and shall be served, unless otherwise provided, on the parties personally or by certified or registered mail, return receipt requested, and shall be deemed given on the date personally served, or on the date of such mailing. Mailed notice to the Employee shall be given to his then current residence address. Mailed notice to the Employer shall be given to the Village President at the address for the Village Hall.

Section 26. *Other Terms and Conditions of Employment.* The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are inconsistent with or in conflict with the provisions of this Employment Agreement, the Villa Park Code of Ordinances or any other law. Nothing herein shall restrict the Employer from assignment of duties to the Employee.

Except as otherwise provided in this Employment Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by others [appointed officials, appointed employees, department heads] of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

Section 27. *Entire Agreement.* This Employment Agreement reflects all the negotiations of the parties and supersedes any earlier agreements or promises. This Employment

Agreement constitutes the entire understanding and agreement of the parties and shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties. This Employment Agreement shall be construed under the laws of the State of Illinois.

Section 28. General Provisions.

A. *Integration.* This Employment Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Employment Agreement. The parties by mutual written agreement may amend any provision of this Employment Agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Employment Agreement.

B. *Binding Effect.* This Employment Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. *Severability.* The invalidity or partial invalidity of any portion of this Employment Agreement will not affect the validity of any other provision. In the event that any provision of this Employment Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the Employer has caused this Employment Agreement to be signed by the Village President, duly attested by its Village Clerk, and the Employee has signed this Employment Agreement by adding his signature hereto duplicate, the day and year first above written.

VILLAGE OF VILLA PARK

By: _____
ALBERT BULTHUIS,
VILLAGE PRESIDENT

Date: _____

EMPLOYEE:

RICHARD D. KEEHNER, JR.,
VILLAGE MANAGER

Date: _____