

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.**

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

Village Board of Trustees

March 22, 2021

7:00 PM

Village President Albert Bulthuis

Village Clerk Hosanna Korynecky

Village Trustees David Cilella, Nick Cuzzone, Christine Murphy, Kevin Patrick, Cheryl Tucker,
and 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/Promotions/Appointments

5.a Arbor Day Proclamation (Arbor Day April 30, 2021)

[Arbor Day Proclamation.doc](#)

5.b Chief of Police Rivas introduction of staff promotions within the Villa Park Police Department

5.c Village Board Appointment of Joseph DeAntonis to the Villa Park Historical Preservation Commission for a term of 3/22/2021 - 4/30/2023

6. Consent Agenda

6.a Minutes from the Board Meeting Held on March 8, 2021

[Minutes March 8, 2021.docx](#)

6.b Bill Listings for the Weeks of March 8, 2021 and March 15, 2021 in the Total Amount of \$916,325.30

[2021-0308 CY20 Weekly Chk Report.pdf](#)

[2021-0308 CY21 Weekly Chk Report.pdf](#)

[2021-0315 CY21 Weekly Chk Report.pdf](#)

7. First Reading on Ordinances to be Codified

- 7.a An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Regarding Membership of the Historical Preservation Commission

The Historical Preservation Commission's intent and purpose is to advise the Village President and the Board of Trustees on matters relating to the preservation of areas, sites, buildings, structures, monuments, memorabilia, works of art and other objects having a special historical, community, or aesthetic interest, value, or significance to the Village. This Commission currently consists of five (5) members including the chairperson. Due to difficulty finding volunteers to fill commissioner memberships, the Historical Preservation Commission is requesting to reduce the Commission's membership from five (5) to three (3) members. This reduction will make it easier to obtain a member quorum which is needed to conduct commission business.

[Historical Preservation Ordinance.docx](#)

8. Ordinances

- 8.a Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement By and Between the Village of Villa Park and Prairie Brew, LLC (Tenant Standard Meadery)

Standard Meadery, located at 11 W. Park Boulevard, is anticipating the continuing easing of service restrictions as the vaccine rollout progresses. In addition to welcoming patrons to its taproom again, Standard Meadery would like to provide outdoor seating on the sidewalk in front of its building. The proposed layout meets ADA requirements. Staff recommends approval of the License Agreement.

[Standard Meadery Memo 02-26-21.docx](#)

[Standard_Meadery_License_Agreement_Ordinance.docx](#)

[Outdoor Seating Exhibit A.pdf](#)

[License Agreement \(signed\).pdf](#)

[Outdoor Seating Exhibit B.pdf](#)

9. Resolutions

- 9.a Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Intergovernmental Agreement Between the Village of Villa Park and the Salt Creek Sanitary District for the Use of Water Meter Reading Software and Information.

The Village completed installation of the Sensus FlexNet software in 2020. This agreement will allow the Salt Creek Sanitary District (SCSD) with access to the Village's Sensus FlexNet water meter reading software and to share water usage information for SCSD billing purposes. With this agreement, SCSD will compensate the Village for their use of the software and information over a period of five years with a 1.3% annual increase. These funds will be deposited into Water Fund 082.4128 and Wastewater Fund 083.4128. Staff recommends approval of the Intergovernmental Agreement with Salt Creek Sanitary District for the use of water meter software and information.

[MEMO_RESOLUTION_IGA_SCSD_METER_INFORMATION.docx](#)

[Salt Creek Resolution.doc](#)

[SCSD IGA Meter Reading Software and Information.pdf](#)

- 9.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 Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street) in an Amount Not to Exceed \$132,021.00

The Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street) was advertised for bids on November 14th, 2020 and bids were opened on December 15th, 2020. The scope of work includes roadway reconstruction, water main installation, adjustment of drainage structures, sidewalk removal and replacement, parkway restoration, and other related and incidental work efforts. This resolution will approve a contract with Engineering Enterprises, Inc, of Sugar Grove, Illinois for phase III engineering which includes 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 for this agreement will be from Street Improvement (Referendum), Stormwater, Water Supply, and Wastewater.

[MEMO - Harvard Ave \(JP to Plymouth\) - Phase III Agreement - EEI - 20210216.pdf](#)

[RESO_-_Harvard_Ave__JP_to_Plymouth_-_Phase_III_Agreement_-_EEI_-_20201215 \(2\).docx](#)

[Harvard - CE Proposal - EEI - 20201208.pdf](#)

[CIP for 2021-2025.pdf](#)

- 9.c Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing a Software License Agreement with Environmental Systems Research Institute, Inc., of Redlands, California, for a Three-Year Term at an Annual Cost Not to Exceed \$27,500

The Village has an existing agreement with Environmental Systems Research Institute, Inc. (or "Esri") of Redlands, California, for Geographic Information System (GIS) software licensing and support. The current agreement between the Village and Esri was approved in March 2018 for a three-year term that is up for renewal on 03/30/2021. Over the last several years, the Village's use of GIS has increased significantly. In response to the increasing use, staff recommends entering into an expanded licensing agreement that would meet the Village's growing needs. Esri has submitted a proposal for a term software license under its Small Municipal and County Government Enterprise Agreement model for a three-year term at an annual cost not to exceed \$27,500. Cost associated with this purchase will be taken from accounts Village Manager IT Other Contractual Services (10.512.01.299), Water Other Contractual Services (82.502.01.299), Waste Water Other Contractual Services (83.502.01.299), Parks & Recreation Other Contractual Services (36.502.01.299).

[MEMO - GIS Software License Agreement](#)

[RESO_-_GIS_Software_License_Agreement.docx](#)

[GIS Software License Agreement Proposal](#)

- 9.d Resolution of the Village of Villa Park, DuPage County, Illinois, approving the fees for the Village's swimming pool for the 2021 season

Pool pass rates and daily admission charges are established annually by village resolution. So that the 2021 pool passes can go on sale in May and advertised in April, the pool rates must be established in March. Because the minimum wage increased substantially in 2019, staff recommends, and the Parks and Recreation Advisory Commission unanimously agreed with a fee increase of 10% for season passes and a \$1 increase for daily admissions. These increases were recommended for the 2020 pool season, but due to the pool being closed as a result of the COVID Pandemic, this recommendation is carried over from 2020.

[MEMO_-_2021 Pool Pass Rates.doc](#)

[RESO_-_2021_Pool_Pass_Rates.docx](#)

[SYNO_-_2021 Pool Pass Rate.doc](#)

[Pool Rate Comparisons 2021.pdf](#)

- 9.e Resolution of the Village of Villa Park, DuPage County, IL, waiving the bidding process and approving the purchase of two (2) LifePak 15 (V4) heart monitor/defibrillators and related service agreements for the Villa Park Fire Department

The Villa Park Fire Department has been entrusted to protect the lives and citizens of Villa Park. For this to happen, firefighters and paramedics must have the appropriate cardiac monitor/defibrillators and must be trained on the devices as well. In 2012 the Village purchased two (2) LifePak 15 (VI) heart monitor/defibrillators. This equipment has reached the end of its useful life and needs to be replaced. The Villa Park Fire Department is recommending the purchase of two (2) LifePak 15 (V4) heart monitor/defibrillators. Purchasing these LifePak heart monitor/defibrillators will ensure both first response ambulances have the same equipment so operations run smoothly when a crisis occurs. The two (2) 2012 LifePak 15 (VI) heart monitor/defibrillators will be traded in to reduce the cost of the equipment purchase. The \$69,500.88 cost associated with this purchase will be taken from Equipment Replacement Fund account 65.502.02.401.

[Lifepak 15 V4 Memo approved.pdf](#)

[Resolution_Waiving_Bid_Process_Lifepak_15_monitors_3-22-21.docx](#)

[LifePak 15 V4 Brochure.pdf](#)

[Lifepak 15 V4 Quote 10253720.pdf](#)

[LifePak 15 V4 Service Highlights and 15 V1 Notification.pdf](#)

10. Public Comments on Non-Agenda Items

11. Village Clerk's Report

12. Village Trustees' Report

13. Village President's Report

14. Village Manager's Report

15. Executive Session

- 15.a 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. 5ILCS 120/2 (c) (5) Purchase or Lease of Property
 - 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
- [3.22.21 Executive Session Agenda.docx](#)

16. Adjournment

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

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Michael Guerra

Submitting Department: Public Works

Item Type: Proclamations

Agenda Section: Proclamations/Promotions/Appointments

Subject:

Arbor Day Proclamation (Arbor Day April 30, 2021)

Suggested Action:

Attachments:

[Arbor Day Proclamation.doc](#)



Village of Villa Park

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

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. GUERRA, P.E. • Public Works Director

Phone (630) 834-8505
Fax (630) 834-8509

PROCLAMATION PROCLAIMING APRIL 30, 2021 AS ARBOR DAY IN VILLA PARK

- WHEREAS,** In 1872, J. Sterling Morton proposed that a special day be set aside for planting trees to be known as Arbor Day; and
- WHEREAS,** Arbor Day is now observed around the world and is celebrated on the last Friday in April in the State of Illinois; and
- WHEREAS,** Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS,** Trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** For the 35th year in a row, Villa Park has been designated as a Tree City USA; and
- WHEREAS,** Villa Park will celebrate Arbor Day with a tree planting ceremony on April 30, 2021.

NOW, THEREFORE, I ALBERT BULTHUIS, VILLAGE PRESIDENT of VILLA PARK, proclaim April 30, 2021, as Arbor Day in Villa Park.

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

Dated this 22nd day of March 2021.

Village President

ATTEST:

Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Amy Raffel

Submitting Department: Police Department

Item Type: Report/Presentation

Agenda Section: Proclamations/Promotions/Appointments

Subject:

Chief of Police Rivas introduction of staff promotions within the Villa Park Police Department

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Amy Raffel

Submitting Department: Historical Preservation Commission

Item Type: Report/Presentation

Agenda Section: Proclamations/Promotions/Appointments

Subject:

Village Board Appointment of Joseph DeAntonis to the Villa Park Historical Preservation Commission for a term of 3/22/2021 - 4/30/2023

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Amy Raffel

Submitting Department: Village Board

Item Type: Minutes

Agenda Section: Consent Agenda

Subject:

Minutes from the Board Meeting Held on March 8, 2021

Suggested Action:

Attachments:

[Minutes March 8, 2021.docx](#)

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

Village Board of Trustees

March 8, 2021

7:00 PM

Village President Albert Bulthuis

Village Clerk Hosanna Korynecky

Village Trustees David Cilella, Nick Cuzzone, Christine Murphy, Kevin Patrick, Cheryl Tucker, Robert Wagner

**MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD
OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
MARCH 8, 2021**

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 and Trustee Wagner said the prayer.

3. Public Comments on Agenda Items.

There were no participants.

4. Amendments to the Agenda.

5. Presentations and Discussions.

5.a. Permanent Appointment and Badge Presentation for FF/PM Jacob Furtak.

Fire Chief Ron Rakosnik made the presentation and FF/PM Jacob Furtak's father, Frank Furtak, pinned on the badge.

5.b. Presentation and Discussion of Stanley Consultants Water/Wastewater Rate Study.

Public Works Director Guerra provided an overview. Michael Colby, Engineer with Stanley Consultants, gave a PowerPoint presentation. Michael Colby and Larry Thomas, Principal Engineer with Stanley Consultants responded to questions from the board. Director Guerra and Finance Director Scheibl also responded to questions from the board. President Bulthuis asked for board approval place the increase of the rates on a future agenda. The board concurred.

6. Consent Agenda.

6.a. Bill Listing for the Weeks of February 15, 2021, February 22, 2021, and March 1, 2021, in the Total Amount of \$660,593.17.

6.b. Minutes from the Board Meeting Held on February 22, 2021.

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

7. Ordinances.

7.a. Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving an Amendment to an Intergovernmental Agreement Concerning the Village of Villa Park North Ardmore/Vermont TIF by and between the Village of Villa Park, Illinois, and the Board of Education of Community High School District Number 88, DuPage County, Illinois.

School District 88 and the Village approved an intergovernmental agreement (IGA) on October 13, 2014, with regard to the North Ardmore/Vermont Tax Increment Financing (TIF) District. The IGA included the school district's support for the creation of this TIF district as well as the payment structure for students generated from projects funded with TIF increment.

In the process of compiling the financing package for Garden Station, the developer, Hawthorne Development, has indicated that the project cannot be financed if the maximum student tuition payments must be reserved for students from Garden Station attending District 88.

The amendment of the IGA reduces District 88's student tuition payments to a maximum of 7.5% of incremental property taxes.

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

7.b. Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving an Amendment to an Intergovernmental Agreement Concerning the Village of Villa Park North Ardmore/Vermont TIF by and between the Village of Villa Park, Illinois, and the Board of Education of School District Number 45, DuPage County, Illinois.

School District 45 and the Village approved an intergovernmental agreement (IGA) on October 13, 2014, with regard to the North Ardmore/Vermont Tax Increment Financing (TIF) District. The IGA included the school district's support for the creation of this TIF district as well as the payment structure for students generated from Projects funded with TIF increment.

In the process of compiling the financing package for Garden Station, the developer, Hawthorne Development, has indicated that the project cannot be financed if the maximum student tuition payments must be reserved for students from Garden Station attending District 45.

The amendment to the IGA reduces District 45's student tuition payments to a maximum of 12.5% of incremental property taxes.

7.c. Ordinance of the Village of Villa Park, DuPage County, Illinois, Establishing Temporary Executive Powers Pursuant to Chapter 8, Article III, Sections 8-301 - 308 of the Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code and 20 ILCS 3305-11 of the Illinois Emergency Management Act.

It is the policy of the Village of Villa Park that the Village be prepared to address any emergency.

Therefore, in response to the new and significant outbreak of the Coronavirus (COVID-19) in the United States, pursuant to Chapter 8, Article III Sections 8-301 – 8-308 of the Village of Villa Park Municipal Code, 65 ILCS 5/11-1-6 of the Illinois Municipal Code and 20 ILCS 3305-11 of the Illinois Emergency Management Agency Act, it is necessary and appropriate to authorize the Village President to exercise extraordinary power and authority, by executive order, during this state of disaster/emergency to ensure that the effects of COVID-19 are mitigated and minimized and that residents and visitors in the Village remain safe and secure.

This ordinance extends the Temporary Executive Powers contained in Ordinance 4203, approved by the Village Board on February 22, 2021, until such time that the Village Board can reconvene in an open meeting.

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

8. Resolutions.

8.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the FY21 Safety Incentive Program and Safe Driver Program.

The Village Safety Committee is presenting a general safety update and to report the results of the FY20 Safety Incentive Program and recommends that continuation of the Safety Incentive Program and the Safe Drive Program of FY21. Both programs have been budgeted in FY21 in account 10.515.00.250.

Motion to approve the resolution was made by Trustee Wagner and seconded by Trustee Murphy. Human Resource Manager Janet Gorman presented the safety update along with the results of the incentive program and responded to questions from the board. Roll call vote tallied seven (7) ayes made by Trustees Cuzzone, Tucker, Patrick, Cilella, Murphy, Wagner and President Bulthuis. There were no nays. Motion carried.

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

The Village annually purchases rock salt through an agreement with DuPage County procurement Services Division. DuPage County generally receives favorable prices because of the large quantity of salt that it purchases. A contract with DuPage County Procurement Service Division for the purchase of up to 800 tons of bulk rock salt is recommended. Rock salt is a budgeted expense and the cost will remain the same as last year at \$81.13 per ton. Funding has been budgeted for this purchase in the Street Maintenance Fund account number 10.525.27.341.

Motion to approve resolutions 8.b. and 8.c. was made by Trustee Cilella and seconded by Trustee Wagner. Trustee Cuzzone asked about the amount of tonnage used this winter. Director Guerra said 1,000 tons have been used. Trustee Cilella asked for clarification of a line item. Director Guerra provided the information. Trustee Wagner asked if lesser quantities of salt are being used based on its affect on roads. Director Guerra explained what is being done to limit the impact of salt on the roads and ground water and the utilizing of alternative organic products and newer techniques. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Murphy, Cuzzone, Tucker, Wagner, Cilella and President Bulthuis. There were no nays. Motion carried.

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

The Village annually purchases rock salt through an agreement with the Illinois Department of Central Management Services (CMS). The State of Illinois generally receives favorable prices because of the large quantity of salt that it purchases. The Village must submit its rock salt needs through a contract with the State of Illinois by April 1, 2021. Rock salt is a budgeted expense, however the exact expense will not be known until the bidding process is complete. It is anticipated at approximately \$90 per ton. Village staff recommends entering into a contract with the State of Illinois for up to 800 tons of bulk rock salt. Funding has been budgeted for this purchase in the Street Maintenance Fund account number 10.525.27.341.

8.d. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Change Order Number 2 to the Contract with A LAMP Concrete Contractors, Inc. of Schaumburg, Illinois, for the 2019 Pavement Patching Program for a Deduction in the Amount of \$170,728.00.

The Village has a contract with A LAMP Concrete Contractors, Inc. of Schaumburg, Illinois, in the amount of \$294,400.00 for the construction of the 2019 Pavement Patching Program. The proposed Change Order Number 2 consists of both additions and deductions to contract work items and is the final Change Order which will balance contract quantities so the program can be closed out. Staff recommends approval of Change Order Number 2 for a deduction in the amount of \$170,728.00 to the contract with A LAMP Concrete Contractors, Inc. of Schaumburg, Illinois, for construction of the 2019 Pavement Patching Program.

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

8.e. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Builders Paving, LLC of Hillside, Illinois, for Construction of the Harvard Avenue Improvement Project (Jefferson Park to Plymouth) in an Amount Not To Exceed \$1,048,000.00.

The Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street) scope of work includes roadway reconstruction, water main installation, adjustment of drainage structures, sidewalk removal and replacement, parkway restoration and other related and incidental work efforts. The project was advertised for bids on November 14, 2020. The project received substantial interest and received ten (10) bids for the construction of the project, which were opened on December 15, 2020. Builders Paving, LLC of Hillside, Illinois, submitted the lowest bid. This project will receive a \$400,000 reimbursement through DuPage County's Community Development Block Grant program. Costs for this project have been budgeted in the Street Improvement, Water Supply, Stormwater and Wastewater fund accounts. Staff recommends awarding the construction contract to Builders Paving, LLC of Hillside, Illinois.

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

8.f. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Russ's Plumbing & Sewer of Addison, Illinois, for Construction of the Drainage Assistance Program Project at 419-421 South Harvard Avenue in an Amount Not to Exceed \$29,265.00.

The Village has a Drainage Assistance program to help mitigate private property drainage problems. Project costs are shared on the 50-50 basis with the participating homeowners. The Village solicited 15 local contractors for bids to construct the drainage improvements at 419-421 South Harvard Avenue and received 3 bids. The low bidder is Russ's Plumbing & Sewer of Addison, Illinois, for the amount of \$29,265.00. The two homeowners that are participating in this project have agreed to fund their share and have made their full payments to the Village. The Village's share of the cost for this project will be taken from the Stormwater Buyout fund account 68.502.10.299. Staff recommends approval of the contract. Motion to approve the resolution was made by Trustee Wagner and seconded by Trustee Cilella. President Bulthuis asked if the homeowners made the full payments. Manager Keehner said they have. Trustee Tucker asked for clarification on the unit pricing. Director Guerra said pricing is based on data from the consultants. Roll call vote tallied seven (7) ayes made by Trustees Murphy, Cuzzone, Tucker, Patrick, Wagner, Cilella and President Bulthuis. There were no nays. Motion carried.

8.g. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Russ's Plumbing & Sewer of Addison, Illinois, for the Construction of the Drainage Assistance Program Project at 129-137 East Washington Street in an Amount Not to Exceed \$25,570.00.

The Village has a Drainage Assistance Program to help mitigate private property drainage problems. Project costs are shared on a 50-50 basis with the participating homeowners. The Village solicited 15 local contractors for bids to construct the drainage improvements at 129-137 East Washington Street and received 4 bids. The low bidder is Russ's Plumbing & Sewer of Addison, Illinois, for the amount of \$25,570.00. The three homeowners that are participating in this project have agreed to fund their share and have agreed to make full payment of their shares to the Village by March 5. The Village's share of the cost for this project will be taken from Stormwater Buyout fund account 68.502.10.299. Motion to approve the resolution was made by Trustee Cuzzone and seconded by Trustee Patrick. President Bulthuis asked if the homeowners made the full payments. Manager Keehner said they have. Roll call vote tallied seven (7) ayes made by Trustees Cilella, Tucker, Murphy, Wagner, Cuzzone, Patrick and President Bulthuis. There were no nays. Motion carried.

8.h. Resolution of the Village of Villa Park, DuPage County, Illinois, Appointing Members to the Villa Park Stormwater Oversight Committee.

The Village of Villa Park has adopted and enforces the DuPage County Countywide Stormwater and Flood Plain Ordinance. The ordinance provides for a variance process where a petitioner may seek relief from certain provisions of the ordinance due to hardship. All such variance requests need to be reviewed by the Village's Stormwater Oversight Committee prior to submittal to the Village Board for final consideration. This resolution will name the positions of the Assistant Village Engineer, Community Development Director and the Deputy Director of Public Works to the Oversight Committee instead of named individuals. Motion to approve the resolution was made by Trustee Wagner and seconded by Trustee Cuzzone. Trustee Tucker asked if this requires annual approval. President Bulthuis said it does not. Roll call vote tallied seven (7) ayes made by Trustees Murphy, Patrick, Cilella, Tucker, Wagner, Cuzzone and President Bulthuis. There were no nays. Motion carried.

9. Public Comments on Non-Agenda Items.

Resident Justin Shlensky requested that residents be informed about proposed increases to the water bill over the next 5 years.

10. Village Clerk's Report.

Clerk Korynecky announced the next S.A.L.T. meeting (Seniors and Law Enforcement Together) on Wednesday, March 10 at 11 a.m. The Senior Concerns Commission will host the luncheon.

11. Village Trustees' Report.

Trustee Patrick recognized resident Holly Sloan for making over 1200 masks that raised over \$2,000 for School District 48. He also thanked the first responders and their service to the community.

Trustee Cilella had no report or recommendations.

Trustee Cuzzone said residents can call the DuPage County Health Department at 630-682-7400 to register for the vaccine. He announced the Knights of Columbus Father John Barrett Council 8365 and

Sts. Patrick and Joseph Drive Through Dinner and Raffle fundraiser at the Villa Park VFW on March 13 from 2:30 to 6 p.m. He also said the Economic Development Commission will meet on March 17 at 5:30 p.m. at Village Hall and they are looking for new members.

Trustee Wagner said the Traffic and Safety Commission meeting for March 9 is cancelled. He said Spring Sweep is planned for May 15. He said the Environmental Concerns Commission is accepting nominations for their Green Champion Award by the March 15 deadline. He referred to a Zoom call with the School District 45 community outreach person planning a bike ride on August 14 that will tie in elements of bike safety. He commended Holly Sloan for all the masks she made. He also referred to the DuPage County Health Department and the number of people recently vaccinated.

Trustee Tucker said the Parks and Recreation Advisory Commission will meet on March 9 at 7 p.m. at the Iowa Community Center. She also said the Villa Park Junior Women's Club is hosting a candidate forum on March 23 at 7 p.m. at the Iowa Community Center.

Trustee Murphy said daylight saving time begins on March 14. She also wished everyone a happy and safe St. Patrick's Day.

12. Village President's Report.

President Bulthuis provided a COVID vaccination update and said DuPage County is leading the collar counties in the the number of vaccinations already provided. He also congratulated Police Sergeant Jeff Runge on his promotion to Deputy Chief and Officer Louis Easton on his promotion to Sergeant.

13. Village Manager's Report.

Manager Keehner had no report or recommendations.

14. Executive Session.

14.a. 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. 5ILCS 120/2 (c)(5) Purchase or Lease of Property
- 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 Cuzzone.

There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Cilella, Murphy, Tucker, Wagner, Cuzzone and President Bulthuis. There were no nays. Motion carried.

15. Adjournment.

Motion to adjourn was made by Trustee Wagner and seconded by Trustee Cuzzone. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:37 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is Scheduled for March 22, 2021.

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Amy Raffel

Submitting Department: Finance Department

Item Type: Bill Listing

Agenda Section: Consent Agenda

Subject:

Bill Listings for the Weeks of March 8, 2021 and March 15, 2021 in the Total Amount of \$916,325.30

Suggested Action:

Attachments:

[2021-0308 CY20 Weekly Chk Report.pdf](#)

[2021-0308 CY21 Weekly Chk Report.pdf](#)

[2021-0315 CY21 Weekly Chk Report.pdf](#)



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 22, 2021

Covering weekly check runs dated for:

March 8, 2021/CY20.....\$3,150.30

1 of 2

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF030820","0204INT"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	171.50	171.50	02/04/2021	0204INT	
Total 10.515.00.250 EMPLOYEE BENEFITS:				171.50	171.50			
Total CENTRAL SERVICES:				171.50	171.50			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	27.00	27.00	02/04/2021	0204INT	
Total 10.518.00.250 EMPLOYEE BENEFITS:				27.00	27.00			
Total GARAGE:				27.00	27.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	423.00	423.00	02/04/2021	0204INT	
Total 10.520.01.250 EMPLOYEE BENEFITS:				423.00	423.00			
Total POLICE:				423.00	423.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	27.00	27.00	02/04/2021	0204INT	
Total 10.521.01.250 EMPLOYEE BENEFITS:				27.00	27.00			
Total FIRE:				27.00	27.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	216.00	216.00	02/04/2021	0204INT	
Total 10.523.02.250 EMPLOYEE BENEFITS:				216.00	216.00			
Total AMBULANCE/PARAMEDIC:				216.00	216.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	99.00	99.00	02/04/2021	0204INT	
Total 10.525.01.250 EMPLOYEE BENEFITS:				99.00	99.00			
10.525.27.342 ASPHALT MIX								
DUPAGE MATERIALS COMPANY, LLC.	12860	0	10.53 TN HIGH PERFORMANCE COLD	576.52	.00		WF03082	
DUPAGE MATERIALS COMPANY, LLC.	12882	0	12.9 TN HIGH PERFORMANCE COLD	706.28	.00		WF03082	
DUPAGE MATERIALS COMPANY, LLC.	13216	0	2 TN HIGH PERFORMANCE COLD	290.00	.00		WF03082	
DUPAGE MATERIALS COMPANY, LLC.	13227	0	2 TN HIGH PERFORMANCE COLD	290.00	.00		WF03082	
Total 10.525.27.342 ASPHALT MIX:				1,862.80	.00			
Total STREET:				1,961.80	99.00			
Total CORPORATE FUND:				2,826.30	963.50			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	99.00	99.00	02/04/2021	0204INT	
Total 35.502.01.250 EMPLOYEE BENEFITS:				99.00	99.00			
Total GENERAL:				99.00	99.00			
Total RECREATION FUND:				99.00	99.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	72.00	72.00	02/04/2021	0204INT	
Total 36.502.01.250 EMPLOYEE BENEFITS:				72.00	72.00			
Total GENERAL:				72.00	72.00			
Total PARKS FUND:				72.00	72.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	27.00	27.00	02/04/2021	0204INT	
Total 60.502.02.250 EMPLOYEE BENEFITS:				27.00	27.00			
Total GENERAL:				27.00	27.00			
Total STREET IMPROVEMENT FUND:				27.00	27.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	63.00	63.00	02/04/2021	0204INT	
Total 82.502.01.250 EMPLOYEE BENEFITS:				63.00	63.00			
Total GENERAL:				63.00	63.00			
Total WATER SUPPLY FUND:				63.00	63.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.250 EMPLOYEE BENEFITS								
SIKICH LLP	472207	0	ACA REPORTING SRVCS THRU 12/31/20	63.00	63.00	02/04/2021	0204INT	
Total 83.502.01.250 EMPLOYEE BENEFITS:				63.00	63.00			
Total GENERAL:				63.00	63.00			
Total WASTEWATER FUND:				63.00	63.00			
Grand Totals:				3,150.30	1,287.50			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	2,826.30
RECREATION FUND	
Total RECREATION FUND:	99.00
PARKS FUND	
Total PARKS FUND:	72.00
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	27.00
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	63.00
WASTEWATER FUND	
Total WASTEWATER FUND:	63.00
Grand Totals:	3,150.30

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

DATE

3-1-2021

APPROVED BY





VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 22, 2021

Covering weekly check runs dated for:

March 8, 2021/CY21 \$462,595.98

2 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF30821","WF030821","0221INT","030821"

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

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.210508 ESCROW: P. W. PROJECTS								
TOMPKINS, MARIA	PRUU21-69 REISSUE	0	PRKWY BOND RLS; 48 E CONGRESS	1,200.00	1,200.00	02/21/2021	0221INT	
Total 10.210508 ESCROW: P. W. PROJECTS:				1,200.00	1,200.00			
10.43100 BUILDING PERMITS								
KASE, DONALD	PERMIT #2002104	0	REIMB PRESTART FEE; 260-262 E KENILWO	600.00	.00		030821	
Total 10.43100 BUILDING PERMITS:				600.00	.00			
Total :				1,800.00	1,200.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.656 FIRE & POLICE COMMISSION								
C.O.P.S AND F.I.R.E PERSONNEL	106343	0	PRE-EMPLYMNT PSYCH EXAM; PD APPLICA	450.00	.00		WF03082	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				450.00	.00			
Total PUBLIC AFFAIRS:				450.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.270 MAINT OF OFFICE EQUIPMENT								
KONICA MINOLTA PREMIER FINANCE	436879217	0	LEASE CHARGES FEB 2021	80.00	.00		WF03082	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:				80.00	.00			
10.514.00.289 INSPECTORS FEES								
B & F CONSTRUCTION CODE SERVIC	14059	0	INSPECTIONS JAN 2021	1,252.00	.00		WF03082	
Total 10.514.00.289 INSPECTORS FEES:				1,252.00	.00			
10.514.00.299 OTHER CONTRACTUAL SERVICES								
CAR WASH DEVELOPMENT LLC	323	0	CD/ED CAR WASHES JAN 2021	3.00	.00		WF03082	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				3.00	.00			
Total COMMUNITY DEVELOPMENT:				1,335.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	4076275688	0	FLT UNIFORMS MATS TOWELS	57.30	.00		WF03082	
Total 10.518.00.215 SHOP SERVICES:				57.30	.00			
10.518.00.315 INSPECTIONS AND SAFETY TESTS								
CERTIFIED FLEET SERVICES INC	117853	0	OSHA AERIAL LIFT INSPECT&DI-ELET TEST	1,050.00	.00		WF03082	
RUNNION EQUIPMENT COMPANY	154731	0	PERFORM ANSI INSPECTION SERVICE	814.91	.00		WF03082	
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:				1,864.91	.00			
Total GARAGE:				1,922.21	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	342051642-00001	0	DATA FOR LICENSE PLATE READER	76.02	.00		WF03082	
Total 10.520.01.210 TELEPHONE:				76.02	.00			
10.520.07.230 PRINTING SERVICES								
DEPENDABLE PRINTING SERVICES	1309	0	BUSINESS CARDS-NEW DET. SERGEANT	48.13	.00		WF03082	
Total 10.520.07.230 PRINTING SERVICES:				48.13	.00			
10.520.09.291 ANIMAL HOSPITAL EXPENSE								
DUPAGE ANIMAL HOSPITAL LTD	414031	0	STRAY ANIMAL SVCS-FEB	60.00	.00		WF03082	
Total 10.520.09.291 ANIMAL HOSPITAL EXPENSE:				60.00	.00			
10.520.09.299 OTHER CONTRACTUAL SERVICES								
JET BRITE CAR WASH INC	4176	0	28 CAR WASHES	84.00	.00		WF30821	
JET BRITE CAR WASH INC	4177	0	1 CAR WASH	3.00	.00		WF03082	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				87.00	.00			
10.520.09.301 UNIFORMS								
P.F. PETTIBONE & CO.	180012	0	BADGE FOR CHIEF RIVAS	124.65	.00		WF03082	
Total 10.520.09.301 UNIFORMS:				124.65	.00			
10.520.09.320 K-9								
PARTNERS AND PAWS VETERINARY	87308	0	K9 POLICE GENERAL EXAM	144.00	.00		WF03082	
Total 10.520.09.320 K-9:				144.00	.00			
Total POLICE:				539.80	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.261 INSURANCE CLAIM LOSSES								
WRECK ROOM INC, THE	26456	0	REPAIR OF DC81 VEHICLE	5,036.34	.00		WF03082	
Total 10.521.01.261 INSURANCE CLAIM LOSSES:				5,036.34	.00			
Total FIRE:				5,036.34	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.524.02.299 OTHER CONTRACTUAL SERVICES								
KUUSAKOSKI US LLC	A-8225	0	ELECTRONIC RECYCLING	1,476.68	.00		030821	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				1,476.68	.00			
Total GARBAGE:				1,476.68	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.303 DUES & PUBLICATIONS								
HEIDEN, ALEX	CDL REIMB	0	CDL LICENSE REIMB	60.00	.00		030821	
Total 10.525.01.303 DUES & PUBLICATIONS:				60.00	.00			
10.525.25.219 UTILITY - ELECTRIC								
CONSTELLATION NEW ENERGY INC	707658-10 1/2021	0	118 S VILLA AVE ; 1/11-2/9/21	41.76	.00		030821	
CONSTELLATION NEW ENERGY INC	707658-8 1/2021	0	0 E WISCONSIN AVE ; 12/21-1/22/21	581.01	.00		030821	
CONSTELLATION NEW ENERGY INC	707658-9 1/2021	0	1 S CENTRAL AVE; 1/11-2/9/21	432.36	.00		030821	
Total 10.525.25.219 UTILITY - ELECTRIC:				1,055.13	.00			
10.525.27.341 SALT/CALCIUM CHLORIDE								
CARGILL INC	2906035969	0	155.93 TNS DEICER SALT ICE CONTROL	7,057.38	.00		030821	
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:				7,057.38	.00			
Total STREET:				8,172.51	.00			
Total CORPORATE FUND:				20,732.54	1,200.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.36.299 OTHER CONTRACTUAL SERVICES								
ALL STAR SPORTS INSTRUCTION INC	211011	0	WINTER CONTRACTURAL YOUTH ATHLETIC	688.00	.00		WF03082	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				688.00	.00			
Total GENERAL:				688.00	.00			
Total RECREATION FUND:				688.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.299 OTHER CONTRACTUAL SERVICES								
A LAMP CONCRETE CONTRACTORS I	16820	0	2019 PAVEMENT PATCHING	100,182.00	.00		WF03082	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				100,182.00	.00			
60.502.03.292 ENGINEERING SERVICES								
EDWIN HANCOCK ENGINEERING CO	21-0123	0	YALE IMPROVEMENT PROJECT, PHASE 3 E	6,065.97	.00		WF03082	
STRAND ASSOCIATES, INC.	0168960	0	MICHIGAN AVE (CENTRAL TO KENILWORTH)	2,145.91	.00		WF03082	
Total 60.502.03.292 ENGINEERING SERVICES:				8,211.88	.00			
60.502.03.299 OTHER CONTRACTUAL SERVICES								
A LAMP CONCRETE CONTRACTORS I	16808	0	YALE AVE IMPROVEMENT PROJECT	62,284.48	.00		WF03082	
A LAMP CONCRETE CONTRACTORS I	16824	0	ASTOR, MYRTLE & EUCLID IMPROVEMENTS	147,052.85	.00		WF03082	
Total 60.502.03.299 OTHER CONTRACTUAL SERVICES:				209,337.33	.00			
60.502.10.292 ENGINEERING SERVICES								
BURKE ENGINEERING LTD, CHRISTO	164116	0	PHASE II DESIGN ENGINEERING OF THE TH	1,881.00	.00		WF03082	
Total 60.502.10.292 ENGINEERING SERVICES:				1,881.00	.00			
Total GENERAL:				319,612.21	.00			
Total STREET IMPROVEMENT FUND:				319,612.21	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.202 TRAINING & CONFERENCES								
ILLINOIS PLUMBING INSPECTORS	TRAINING	0	24TH ANN CONTINUING ED PROG;G.BENES	125.00	.00		030821	
Total 82.502.01.202 TRAINING & CONFERENCES:				125.00	.00			
82.502.02.292 ENGINEERING SERVICES								
EDWIN HANCOCK ENGINEERING CO	21-0123	0	YALE IMPROVEMENT PROJECT, PHASE 3 E	9,992.14	.00		WF03082	
STRAND ASSOCIATES, INC.	0168960	0	MICHIGAN AVE (CENTRAL TO KENILWORTH)	1,196.75	.00		WF03082	
Total 82.502.02.292 ENGINEERING SERVICES:				11,188.89	.00			
82.502.02.401 CAPITAL OUTLAY								
A LAMP CONCRETE CONTRACTORS I	16808	0	YALE AVE IMPROVEMENT PROJECT	96,776.74	.00		WF03082	
Total 82.502.02.401 CAPITAL OUTLAY:				96,776.74	.00			
Total GENERAL:				108,090.63	.00			
Total WATER SUPPLY FUND:				108,090.63	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.02.292 ENGINEERING SERVICES								
EDWIN HANCOCK ENGINEERING CO	21-0123	0	YALE IMPROVEMENT PROJECT, PHASE 3 E	327.89	.00		WF03082	
STRAND ASSOCIATES, INC.	0168960	0	MICHIGAN AVE (CENTRAL TO KENILWORTH)	165.07	.00		WF03082	
Total 83.502.02.292 ENGINEERING SERVICES:				492.96	.00			
83.502.02.299 OTHER CONTRACTUAL SERVICES								
B & F CONSTRUCTION CODE SERVIC	14059	0	INI INSPECTIONS JAN 2021	824.00	.00		WF03082	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				824.00	.00			
83.502.02.401 CAPITAL OUTLAY								
A LAMP CONCRETE CONTRACTORS I	16808	0	YALE AVE IMPROVEMENT PROJECT	3,366.73	.00		WF03082	
PITTMAN, JOHN	323 N PRINCETON	0	REIMB FOR STAIRWELL DRAIN; 323 N PRINC	1,000.00	.00		030821	
Total 83.502.02.401 CAPITAL OUTLAY:				4,366.73	.00			
83.502.04.292 ENGINEERING SERVICES								
BURKE ENGINEERING LTD, CHRISTO	164116	0	PHASE II DESIGN ENGINEERING OF THE TH	5,643.00	.00		WF03082	
STRAND ASSOCIATES, INC.	0168960	0	MICHIGAN AVE (CENTRAL TO KENILWORTH)	2,145.91	.00		WF03082	
Total 83.502.04.292 ENGINEERING SERVICES:				7,788.91	.00			
Total GENERAL:				13,472.60	.00			
Total WASTEWATER FUND:				13,472.60	.00			
Grand Totals:				462,595.98	1,200.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	20,732.54
RECREATION FUND	
Total RECREATION FUND:	688.00
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	319,612.21
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	108,090.63
WASTEWATER FUND	
Total WASTEWATER FUND:	13,472.60
Grand Totals:	462,595.98

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

DATE

3-1-2021

APPROVED BY





VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 22, 2021

Covering weekly check runs dated for:

March 15, 2021/CY20..... \$450,579.02

1 of 1

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "0302INT","0304INT","WF0315","031501"

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

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.130204 GROUP INSURANCE REC								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	31,067.22	31,067.22	03/04/2021	0304INT	
Total 10.130204 GROUP INSURANCE REC:				31,067.22	31,067.22			
10.190515 DUE TO/FROM LIBRARY (BENEFITS)								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	13,469.15	13,469.15	03/04/2021	0304INT	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				13,469.15	13,469.15			
Total :				44,536.37	44,536.37			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.206 SENIOR CITIZEN CAB SUBSIDY								
UNITED DISPATCH	67400	0	SENIOR CAB RIDES; FEB 2021	49.80	.00		031501	
Total 10.511.00.206 SENIOR CITIZEN CAB SUBSIDY:				49.80	.00			
10.511.00.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	49.82	.00		031501	
Total 10.511.00.210 TELEPHONE:				49.82	.00			
10.511.00.211 LEGAL SERVICES								
GARDINER KOCH WEISBERG	1423-1	0	LEGAL SERVICES - RL MATTER	61.74	.00		WF0315	
GARDINER KOCH WEISBERG	2202	0	LEGAL SVCS - GENERAL	264.00	.00		WF0315	
GARDINER KOCH WEISBERG	2204	0	LEGAL SVCS - LAUKANT	2,322.64	.00		WF0315	
GARDINER KOCH WEISBERG	2205	0	LEGAL SERVICES - RL MATTER	4,465.79	.00		WF0315	
ROBBINS SCHWARTZ	880058	0	LEGAL SERVICES	555.00	.00		WF0315	
Total 10.511.00.211 LEGAL SERVICES:				7,669.17	.00			
10.511.00.212 LEGAL SERVICES-POLICE								
BROWN, JANET	2.18.21	0	2/18/21 HEARING	200.00	.00		WF0315	
Total 10.511.00.212 LEGAL SERVICES-POLICE:				200.00	.00			
10.511.00.299 OTHER CONTRACTUAL SERVICES								
FEDEX	7-273-57149	0	BOARD PACKET MAILING TO ATTY	24.81	.00		WF0315	
FEDEX	7-287-34800	0	BOARD PACKET MAILING TO ATTY	27.23	.00		WF0315	
MUNICIPAL CODE CORPORATION	00354984	0	CODIFICATION OF MUNICIPAL CODE	457.57	.00		WF0315	
SUNCOM.TV	3615	0	BOARD MEETING PRODUCTION	300.00	.00		WF0315	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				809.61	.00			
Total PUBLIC AFFAIRS:				8,778.40	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	49.82	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	34.01	.00		031501	
Total 10.512.00.210 TELEPHONE:				83.83	.00			
10.512.01.210 TELEPHONE								
SAWYER, BRIAN	FEB 2021	0	PERS DEVICE PHONE REIMB; FEBRUARY 20	24.99	.00		031501	
SAWYER, BRIAN	FEB 2021	0	USAGE REIMB; FEBRUARY 2021	24.99	.00		031501	
Total 10.512.01.210 TELEPHONE:				49.98	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
SAWYER, BRIAN	FEB 2021	0	MILEAGE REIMB; FEBRUARY 2021	13.57	.00		031501	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				13.57	.00			
Total MANAGER:				147.38	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.210 TELEPHONE								
BAIG,RANA	JAN-FEB 2021	0	PERS DEVICE PHONE REIM; JANUARY 2021	24.99	.00		031501	
BAIG,RANA	JAN-FEB 2021	0	PERS USAGE PHONE REIM; JANUARY 2021	24.99	.00		031501	
BAIG,RANA	JAN-FEB 2021	0	PERS DEVICE PHONE REIM; FEBRUARY 202	24.99	.00		031501	
BAIG,RANA	JAN-FEB 2021	0	PERS USAGE PHONE REIM; FEBRUARY 202	24.99	.00		031501	
SETTLES, JULIE	JAN-FEB 2021	0	PERS PHONE REIMBURSEMENT; JANUARY	24.99	.00		031501	
SETTLES, JULIE	JAN-FEB 2021	0	PERS PHONE REIMBURSEMENT; FEBRUAR	24.99	.00		031501	
SETTLES, JULIE	JAN-FEB 2021	0	USAGE REIMBURSEMENT; JANUARY 2021	24.99	.00		031501	
SETTLES, JULIE	JAN-FEB 2021	0	USAGE REIMBURSEMENT; FEBRUARY 2021	24.99	.00		031501	
Total 10.513.00.210 TELEPHONE:				199.92	.00			
10.513.00.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP02	0	PRODUCTION SVCS UTIL BILL RUN#2 2021	208.35	.00		031501	
CONNECT SEARCH LLC	S1024411	0	TEMPORARY STAFF SERVICES	792.00	.00		031501	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				1,000.35	.00			
Total FINANCE:				1,200.27	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	2.15	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	149.46	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	102.03	.00		031501	
Total 10.514.00.210 TELEPHONE:				253.64	.00			
Total COMMUNITY DEVELOPMENT:				253.64	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.205 POSTAGE								
AMERICAN PRINTING TECHNOLOGIE	21-VP02-P	0	POSTAGE	5,000.00	.00		031501	
Total 10.515.00.205 POSTAGE:				5,000.00	.00			
10.515.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	30,738.89	30,738.89	03/04/2021	0304INT	
Total 10.515.00.250 EMPLOYEE BENEFITS:				30,738.89	30,738.89			
Total CENTRAL SERVICES:				35,738.89	30,738.89			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.222 HEATING & A/C MAINT SERV								
ACITELLI HEATING & PIPING	35027	0	ICC BOILER, FAULTY IGNITION TRANSFORM	1,549.25	.00		WF0315	
ACITELLI HEATING & PIPING	35067	0	ICC BOILER SRVC CALL, RESETTED	140.00	.00		WF0315	
Total 10.516.00.222 HEATING & A/C MAINT SERV:				1,689.25	.00			
10.516.00.299 OTHER CONTRACTUAL SERVICES								
MIDLAND PLUMBING & SEWER	6587	0	FD MAIN LINE RODDING	265.00	.00		WF0315	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				265.00	.00			
Total BUILDINGS & GROUNDS:				1,954.25	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	18.48	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	2.15	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	49.82	.00		031501	
Total 10.518.00.210 TELEPHONE:				70.45	.00			
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	4076988343	0	FLT UNIFORM & TOWELS	47.30	.00		WF0315	
Total 10.518.00.215 SHOP SERVICES:				47.30	.00			
10.518.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	4,436.08	4,436.08	03/04/2021	0304INT	
Total 10.518.00.250 EMPLOYEE BENEFITS:				4,436.08	4,436.08			
10.518.00.309 GAS & DIESEL FUEL								
AL WARREN OIL COMPANY INC	W1371391	0	UNLEADED FUEL VLG VEH-3,067 GALS	6,437.33	.00		WF0315	
AL WARREN OIL COMPANY INC	W1371392	0	DIESEL FUEL VLG VEH-2,738 GALS	6,724.52	.00		WF0315	
Total 10.518.00.309 GAS & DIESEL FUEL:				13,161.85	.00			
Total GARAGE:				17,715.68	4,436.08			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.519.00.317 OFFICE SUPPLIES								
QUILL CORPORATION	14880867	0	DOCUMENT HOLDER	16.99	.00		031501	
QUILL CORPORATION	14931175	0	DOCUMENT HOLDER	16.99	.00		031501	
Total 10.519.00.317 OFFICE SUPPLIES:				33.98	.00			
Total ENGINEERING:				33.98	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9873721129	0	CELL PHONES CAR DATA PACKS IPAD DATA	756.35	.00		WF0315	
Total 10.520.01.210 TELEPHONE:				756.35	.00			
10.520.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	73,937.49	73,937.49	03/04/2021	0304INT	
Total 10.520.01.250 EMPLOYEE BENEFITS:				73,937.49	73,937.49			
10.520.01.263 POST RETIREMENT BENEFITS								
BREGMAN, MARC	FEB 2021	0	POST RETIREMENT BENEFIT; FEB 2021	125.00	125.00	03/02/2021	0302INT	
BREGMAN, MARC	MAR 2021	0	POST RETIREMENT BENEFIT; MAR 2021	125.00	125.00	03/02/2021	0302INT	
DE FILIPPIS, BENJAMIN	FEB 2021	0	POST RETIREMENT BENEFIT; FEB 2021	125.00	125.00	03/02/2021	0302INT	
MCNAMARA, JAMES J	FEB 2021	0	POST RETIREMENT BENEFIT; FEB 2021	125.00	125.00	03/02/2021	0302INT	
VICELLI, LOUIS	MAR 2021	0	POST RETIREMENT BENEFIT; MAR 2021	125.00	125.00	03/02/2021	0302INT	
ZORICH, EDWARD	FEB 2021	0	POST RETIREMENT BENEFIT; FEB 2021	125.00	125.00	03/02/2021	0302INT	
Total 10.520.01.263 POST RETIREMENT BENEFITS:				750.00	750.00			
10.520.01.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3683966	0	PD CONSULTANT; 2/14/21	1,774.50	.00		031501	
GOVTEMPSUSA LLC	3683966	0	PD CONSULTANT; 2/21/21	1,820.00	.00		031501	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				3,594.50	.00			
10.520.07.230 PRINTING SERVICES								
DEPENDABLE PRINTING SERVICES	1308-	0	BUSINESS CARDS-NEW SERGEANT, NEW D	149.09	.00		WF0315	
Total 10.520.07.230 PRINTING SERVICES:				149.09	.00			
10.520.09.299 OTHER CONTRACTUAL SERVICES								
IDEMIA IDENTITY & SECURITY USA LL	136254	0	MAINTENANCE AGREEMENT FOR LIVESCA	2,401.00	.00		WF0315	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				2,401.00	.00			
Total POLICE:				81,588.43	74,687.49			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	49.82	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	34.01	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	55.44	.00		031501	
Total 10.521.01.210 TELEPHONE:				139.27	.00			
10.521.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	4,143.14	4,143.14	03/04/2021	0304INT	
Total 10.521.01.250 EMPLOYEE BENEFITS:				4,143.14	4,143.14			
10.521.01.263 POST RETIREMENT BENEFITS								
DUSKI, MARK	FEB 2021	0	POST RETIREMENT BENEFIT; FEB 2021	125.00	125.00	03/02/2021	0302INT	
MCNAMARA, JAMES J	MAR 2021	0	POST RETIREMENT BENEFIT; MAR 2021	125.00	125.00	03/02/2021	0302INT	
VICELLI, LOUIS	FEB 2021	0	POST RETIREMENT BENEFIT; FEB 2021	125.00	125.00	03/02/2021	0302INT	
ZORICH, EDWARD	MAR 2021	0	POST RETIREMENT BENEFIT; MAR 2021	125.00	125.00	03/02/2021	0302INT	
Total 10.521.01.263 POST RETIREMENT BENEFITS:				500.00	500.00			
Total FIRE:				4,782.41	4,643.14			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	73.92	.00		031501	
Total 10.523.02.210 TELEPHONE:				73.92	.00			
10.523.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	40,321.65	40,321.65	03/04/2021	0304INT	
Total 10.523.02.250 EMPLOYEE BENEFITS:				40,321.65	40,321.65			
Total AMBULANCE/PARAMEDIC:				40,395.57	40,321.65			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	18.48	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	15.05	.00		031501	
Total 10.525.01.210 TELEPHONE:				33.53	.00			
10.525.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	21,766.71	21,766.71	03/04/2021	0304INT	
Total 10.525.01.250 EMPLOYEE BENEFITS:				21,766.71	21,766.71			
10.525.27.341 SALT/CALCIUM CHLORIDE								
CARGILL INC	2906056316	0	200.79TNS DEICER SALT ICE CONTROL	9,087.76	.00		031501	
K-TECH SPECIALTY COATINGS INC	202102-K0205	0	BEET HEET CONCENTRATE	6,504.82	.00		031501	
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:				15,592.58	.00			
10.525.27.342 ASPHALT MIX								
DUPAGE MATERIALS COMPANY, LLC.	13270	0	2 TNS HIGH PERFORMANCE COLD	362.50	.00		031501	
Total 10.525.27.342 ASPHALT MIX:				362.50	.00			
Total STREET:				37,755.32	21,766.71			
Total CORPORATE FUND:				274,880.59	221,130.33			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
26.502.01.299 OTHER CONTRACTUAL SERVICES								
ORR & ASSOC, KATHLEEN FIELD	16464	0	LEGAL SERVICES	5,896.00	.00		WF0315	
ORR & ASSOC, KATHLEEN FIELD	16464	0	LEGAL SERVICES - TIF 6 N. ARDMORE	1,639.00	.00		WF0315	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:				7,535.00	.00			
Total GENERAL:				7,535.00	.00			
Total TIF 6 FUND-NO ARDMORE/VERMONT:				7,535.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
29.502.01.299 OTHER CONTRACTUAL SERVICES								
GARDINER KOCH WEISBERG	2203	0	LEGAL SERVICES - N. AVE TIF	4,114.00	.00		WF0315	
ORR & ASSOC, KATHLEEN FIELD	16464	0	LEGAL SERVICES - NORTH AVE TIF	275.00	.00		WF0315	
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:				4,389.00	.00			
Total GENERAL ADMINISTRATION:				4,389.00	.00			
Total TIF 3 FUND - NORTH AVENUE:				4,389.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	249.10	.00		031501	
Total 35.502.01.210 TELEPHONE:				249.10	.00			
35.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	15,582.76	15,582.76	03/04/2021	0304INT	
Total 35.502.01.250 EMPLOYEE BENEFITS:				15,582.76	15,582.76			
35.502.16.315 BUILDING MAINT SUPPLIES								
VILLA PARK ELECTRIC SUPPLY CO	196000-00	0	ICC- HARDWARE	2.66	.00		WF0315	
Total 35.502.16.315 BUILDING MAINT SUPPLIES:				2.66	.00			
35.502.35.299 OTHER CONTRACTUAL SERVICES								
EAGLE ACADEMY OF MARTIAL ARTS	20210226	0	YTH,ADLT MARTIAL ARTS INST.	1,227.10	.00		WF0315	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:				1,227.10	.00			
Total GENERAL:				17,061.62	15,582.76			
Total RECREATION FUND:				17,061.62	15,582.76			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	199.28	.00		031501	
Total 36.502.01.210 TELEPHONE:				199.28	.00			
36.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	15,737.83	15,737.83	03/04/2021	0304INT	
Total 36.502.01.250 EMPLOYEE BENEFITS:				15,737.83	15,737.83			
36.502.02.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	92.40	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	4.30	.00		031501	
Total 36.502.02.210 TELEPHONE:				96.70	.00			
36.502.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	01021300	0	FEB PARKS TOOL RENTAL	22.96	.00		WF0315	
TERRACE SUPPLY COMPANY	01021301	0	FEB PARKS TOOL RENTAL	17.64	.00		WF0315	
TERRACE SUPPLY COMPANY	01021302	0	FEB PARKS TOOL RENTAL	12.32	.00		WF0315	
Total 36.502.02.399 OTHER SUPPLIES:				52.92	.00			
Total GENERAL:				16,086.73	15,737.83			
Total PARKS FUND:				16,086.73	15,737.83			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	5,030.98	5,030.98	03/04/2021	0304INT	
Total 60.502.02.250 EMPLOYEE BENEFITS:				5,030.98	5,030.98			
60.502.02.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3683966	0	CONTRACTED ENGINEER; 2/14/21	1,435.00	.00		031501	
GOVTEMPSUSA LLC	3683966	0	CONTRACTED ENGINEER; 2/21/21	1,435.00	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	34.01	.00		031501	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				2,904.01	.00			
Total GENERAL:				7,934.99	5,030.98			
Total STREET IMPROVEMENT FUND:				7,934.99	5,030.98			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	36.96	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	8.60	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	49.82	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	38.01	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	36.95	.00		031501	
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	102.03	.00		031501	
Total 82.502.01.210 TELEPHONE:				272.37	.00			
82.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	12,998.96	12,998.96	03/04/2021	0304INT	
Total 82.502.01.250 EMPLOYEE BENEFITS:				12,998.96	12,998.96			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP02	0	PRODUCTION SVCS UTIL BILL RUN#2 2021	208.35	.00		031501	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				208.35	.00			
82.502.01.317 OFFICE SUPPLIES								
QUILL CORPORATION	14880348	0	CERTIFICATES	8.29	.00		031501	
QUILL CORPORATION	14897730	0	WRITING PADS, STENO BOOKS, DESKPAD,	113.77	.00		031501	
Total 82.502.01.317 OFFICE SUPPLIES:				122.06	.00			
82.502.01.693 IEPA LOAN REPAYMENTS								
ILLINOIS ENVIRONMENTAL	NORTH SIDE/SOUTH VIL	0	N SIDE/S VILLA WATER MAIN PROJ LOAN#2	32,819.59	.00		031501	
Total 82.502.01.693 IEPA LOAN REPAYMENTS:				32,819.59	.00			
82.502.02.299 OTHER CONTRACTUAL SERVICES								
PRECISE MRM, LLC	200-1029961	0	AUTOMATIC VEHICLE LOCATION (AVL) MON	530.00	.00		WF0315	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				530.00	.00			
Total GENERAL:				46,951.33	12,998.96			
Total WATER SUPPLY FUND:				46,951.33	12,998.96			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.105 SALARIES: PART-TIME								
CONNECT SEARCH LLC	S1023904	0	TEMPORARY STAFF SERVICES	1,155.00	.00		031501	
Total 83.502.01.105 SALARIES: PART-TIME:				1,155.00	.00			
83.502.01.201 LEGAL NOTICES								
PADDOCK PUBLICATIONS	171631	0	ADVERTISEMENT FOR BID; THIRD AVE PRO	301.30	.00		031501	
Total 83.502.01.201 LEGAL NOTICES:				301.30	.00			
83.502.01.210 TELEPHONE								
VERIZON WIRELESS	9874286889	0	WIRELESS SERVICE FROM 1/27-2/26/21	6.45	.00		031501	
Total 83.502.01.210 TELEPHONE:				6.45	.00			
83.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	MARCH 2021	0	HEALTH INSURANCE; MARCH 2021	7,119.39	7,119.39	03/04/2021	0304INT	
Total 83.502.01.250 EMPLOYEE BENEFITS:				7,119.39	7,119.39			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	21-VP02	0	PRODUCTION SVCS UTIL BILL RUN#2 2021	208.35	.00		031501	
CONNECT SEARCH LLC	S1024156	0	TEMPORARY STAFF SERVICES	1,155.00	.00		031501	
CONNECT SEARCH LLC	S1024462	0	TEMPORARY STAFF SERVICES	1,221.00	.00		031501	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				2,584.35	.00			
83.502.01.317 OFFICE SUPPLIES								
QUILL CORPORATION	14897730	0	WRITING PADS, STENO BOOKS, DESKPAD,	113.77	.00		031501	
Total 83.502.01.317 OFFICE SUPPLIES:				113.77	.00			
83.502.01.694 IEPA LOAN REPAYMENTS								
ILLINOIS ENVIRONMENTAL	S MYRTLE RELIEF	0	S.MYRTLE RELIEF SWR PROJ LOAN #24 L17	23,960.63	.00		031501	
ILLINOIS ENVIRONMENTAL	SEWER REHABILITATION	0	SEWER REHAB PROJ LOAN#20 L17-3049	39,968.87	.00		031501	
Total 83.502.01.694 IEPA LOAN REPAYMENTS:				63,929.50	.00			
83.502.02.299 OTHER CONTRACTUAL SERVICES								
PRECISE MRM, LLC	200-1029961	0	AUTOMATIC VEHICLE LOCATION (AVL) MON	530.00	.00		WF0315	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				530.00	.00			
Total GENERAL:				75,739.76	7,119.39			
Total WASTEWATER FUND:				75,739.76	7,119.39			
Grand Totals:				450,579.02	277,600.25			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	274,880.59
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	7,535.00
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	4,389.00
RECREATION FUND	
Total RECREATION FUND:	17,061.62
PARKS FUND	
Total PARKS FUND:	16,086.73
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	7,934.99
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	46,951.33
WASTEWATER FUND	
Total WASTEWATER FUND:	75,739.76
Grand Totals:	450,579.02

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

DATE

3-9-2021

APPROVED BY




Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Amy Raffel

Submitting Department: Village Board

Item Type: Ordinances

Agenda Section: First Reading on Ordinances to be Codified

Subject:

An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending the Village Code Regarding Membership of the Historical Preservation Commission

Suggested Action:

The Historical Preservation Commission's intent and purpose is to advise the Village President and the Board of Trustees on matters relating to the preservation of areas, sites, buildings, structures, monuments, memorabilia, works of art and other objects having a special historical, community, or aesthetic interest, value, or significance to the Village. This Commission currently consists of five (5) members including the chairperson. Due to difficulty finding volunteers to fill commissioner memberships, the Historical Preservation Commission is requesting to reduce the Commission's membership from five (5) to three (3) members. This reduction will make it easier to obtain a member quorum which is needed to conduct commission business.

Attachments:

[Historical Preservation Ordinance.docx](#)

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
AMENDING THE VILLAGE CODE REGARDING MEMBERSHIP OF THE
HISTORICAL
PRESERVATION COMMISSION**

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

WHEREAS, pursuant to Section 2-2701 of Chapter 2, Article XXVII of the Villa Park Municipal Code, the Historical Preservation Commission (the "*Commission*") was created; and,

WHEREAS, the Village Board has considered a request to amend the Village Code to reduce the membership of the Commission and is prepared to proceed as hereinafter set forth.

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 Chapter 2, Article XXVII of the Villa Park Municipal Code is hereby amended as follows:

- A. Section 2-2703 is amended to reduce the membership of the Historical Preservation Committee from five (5) members to three (3) members; and,
- B. Section 2-2705(c) is amended to require the presence of two (2) commission members to constitute a quorum to transact any commission business at a regular or special meeting of the Commission.

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

PASSED this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED this ____ day of _____, 2021

Ordinance No.: _____

Village President

Attest: _____
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Patrick Burke

Submitting Department: Economic Development

Item Type: Ordinances

Agenda Section: Ordinances

Subject:

Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement By and Between the Village of Villa Park and Prairie Brew, LLC (Tenant Standard Meadery)

Suggested Action:

Standard Meadery, located at 11 W. Park Boulevard, is anticipating the continuing easing of service restrictions as the vaccine rollout progresses. In addition to welcoming patrons to its taproom again, Standard Meadery would like to provide outdoor seating on the sidewalk in front of its building. The proposed layout meets ADA requirements. Staff recommends approval of the License Agreement.

Attachments:

[Standard Meadery Memo 02-26-21.docx](#)

[Standard_Meadery_License_Agreement_Ordinance.docx](#)

[Outdoor Seating Exhibit A.pdf](#)

[License Agreement \(signed\).pdf](#)

[Outdoor Seating Exhibit B.pdf](#)

Village of Villa Park

Economic Development Department



MEMORANDUM

TO: President Bulthuis and Board of Trustees

FROM: Patrick Burke, Director of Economic Development

DATE: February 26, 2021

SUBJECT: Standard Meadery Outdoor Seating

Standard Meadery, located at 11 W. Park Boulevard, released its first batch of mead, a honey wine, May 16, 2020. While production continued throughout the year, the taproom was largely closed to the public due to the COVID-19 restrictions.

Standard Meadery is anticipating the continuing easing of service restrictions as the vaccine rollout progresses. In addition to welcoming patrons to its taproom again, Standard Meadery also would like to provide outdoor seating on the sidewalk in front of its building.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF
VILLA PARK AND PRAIRIE BREW, LLC**

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

WHEREAS, the Village owns the sidewalk immediately adjacent to 11 W. Park Boulevard located within the Village as depicted on the aerial map on Exhibit A, which is attached hereto and made a part hereof (the “*Licensed Premises*”); and,

WHEREAS, Prairie Brew, LLC, an Illinois limited liability corporation (the “*Licensee*”), owns a building at 11 W. Park Boulevard and desires to permit its tenant, Standard Meadery (the “*Business*”), to operate an outdoor seating area on the Licensed Premises; and,

WHEREAS, the President and Board of Trustees of the Village have determined it to be in the best interest of the Village to grant the Licensee a license to allow the Business to operate an outdoor seating area on the Licensed Premises subject to the terms and conditions set forth in a license agreement by and between the Village and the Licensee.

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 License Agreement by and between the Village of Villa Park, an Illinois municipal corporation, and Prairie Brew, LLC, an Illinois limited liability corporation, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Manager are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement the terms of the License Agreement on behalf of the Village.

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

PASSED this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Ordinance No.: _____

APPROVED this _____ day of _____, 2021

Village President

Attest: _____
Village Clerk



DuPage County
Information Technology Department / GIS Division
421 N County Farm Rd.
Wheaton, IL 60187

Ph# 1(630)407-5000
Email gis@dupageco.org
DuPage Maps Portal :
<http://dupage.maps.arcgis.com/home>

This map is for assessment purposes only.

DuPage County Web Site :
www.dupageco.org

Copyright DuPage 2018

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 25th day of February 2021, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (the "Village"), and Prairie Brew, **LLC** an Illinois limited liability corporation (the "Licensee").

WITNESSETH:

WHEREAS, the Village owns the sidewalk immediately adjacent to 11 W. Park Boulevard, in the Village (the "Licensed Premises"), which Licensed Premises is depicted on the aerial map on Exhibit A, which Exhibit is attached hereto and made a part hereof; and,

WHEREAS, the Licensee is the owner of the property commonly known as 11 W. Park Boulevard, which property is adjacent to the Licensed Premises, and desires to maintain, at its sole cost and expense, certain improvements and amenities located on the Licensed Premise; and

WHEREAS, the Village is willing to grant the Licensee a License for said purposes, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth above are incorporated herein as if fully restated in this Paragraph 1.
2. The Village hereby grants the Licensee a nonexclusive license to go upon and use the Licensed Premises for purposes of permitting its tenant, Standard Meadery (the "Business"), to operate an outdoor seating areas depicted and to provide a barrier between the Licensed Premises and that portion of the sidewalk to remain for pedestrian use as set forth in plans and

specifications on Exhibit B, which is attached hereto and made a part hereof, subject to the following:

a. The Licensee shall obtain any and all necessary permits from the Village prior to commencing the placement of the barrier as depicted on Exhibit B;

b. The Licensee shall not make any additional improvements to the Licensed Premises without first obtaining the prior written consent of the Village.

c. The Licensee shall not cause or permit any mechanic's lien or other encumbrance of any kind to be filed against the Licensed Premises.

d. The Licensee and the Business expressly agree that the operation of the Business and the use of the Licensed Premises shall be in accordance with all applicable laws and Village ordinances.

e. The operation of the Business shall not, at any time, interfere with the use and enjoyment of neighboring properties or subject neighboring properties to any nuisances, including, but not limited to, littering, debris, loud noises or noxious odors.

f. The Licensee and the Business shall be responsible to assure that no less than four (4) feet of the sidewalk exclusive of the width of the curb shall remain totally unobstructed to pedestrian use.

3. The Licensee and the Business agree and acknowledge that the Village shall have authority to cause the immediate abatement of any such nuisance or violation of this License Agreement by requiring the immediate discontinuance of the Business operations at the Licensed Premises and termination of this License Agreement.

4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village. All improvements to the Licensed Premises shall be maintained by the Licensee solely at Licensee's cost and in compliance with the ordinances of the Village while this License remains in effect.

5. The Licensee expressly acknowledges that the Village has the right to terminate this License Agreement at any time and to require the Licensee or the Licensee's successors or assigns, at their sole expense, to remove temporarily any and all structures or facilities from the Licensed Premises within thirty (30) days after notice from the Village for any reason.

5. Upon termination of this Agreement, the Licensee shall, within thirty (30) days notice from the Village, remove any and all improvements, structures, equipment and materials from the Licensed Premises. In the event that Licensee fails to remove all improvements, structures, equipment and materials from the Licensed Premises, the Village may remove same and charge the Licensee with any and all costs and expenses which the Village has incurred or may incur in connection with such removal, relocation, and required repairs. Any costs which the Licensee has incurred in connection with the use of the Licensed Premises and any improvements thereto shall be the Licensee's sole and exclusive responsibility, and the Licensee acknowledges that it has no right to just compensation or any other form of reimbursement or monetary damages should the Village elect, at its sole and exclusive option, to terminate this Lease Agreement and mandate the removal of any improvements, structures, equipment and materials from the Licensed Premises.

6. The Licensee represents and warrants that it has and shall maintain a commercial general liability insurance policy insuring the Licensed Premises and naming the Village and its officials as additional insureds. A copy of said policy shall be filed with the Village. Licensee

agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's use, construction of any improvements upon, maintenance or repair of the Licensed Premises..

7. (a) In all contracts executed by Licensee for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Licensed Premises, or to be located on such Licensed Premises, Licensee will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend the Village, its officers, employees, agents, licensee, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Licensee will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, insuring contractor, the Village, its officers, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

8. In addition to termination of this License, as provided in Paragraph 5 hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receives written notice of such default from the Village and fails to immediately cure, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Licensed Premise shall automatically cease and terminate.

9. No waiver of any default of Licensee shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the event therein stated.

10. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

11. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission by the Village or Licensee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Notices to the Village shall be mailed to:

Village of Villa Park
20 South Ardmore Avenue

Villa Park, IL 60181

Attention: Village Manager

Notices to Licensee shall be mailed to:

Prairie Brew, LLC.
c/o
11 W. Park Boulevard
Villa Park, IL 60181

12. All of the representations and obligations of the Village are contained herein. The Village and Licensee agree that no change or modification to this License, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this License.

14. The Village and Licensee agree that if any provision of this License is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, and requirements of applicable law.

15. (a) This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors or assigns.

(b) This License shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the day and year first above written.

VILLAGE OF VILLA PARK

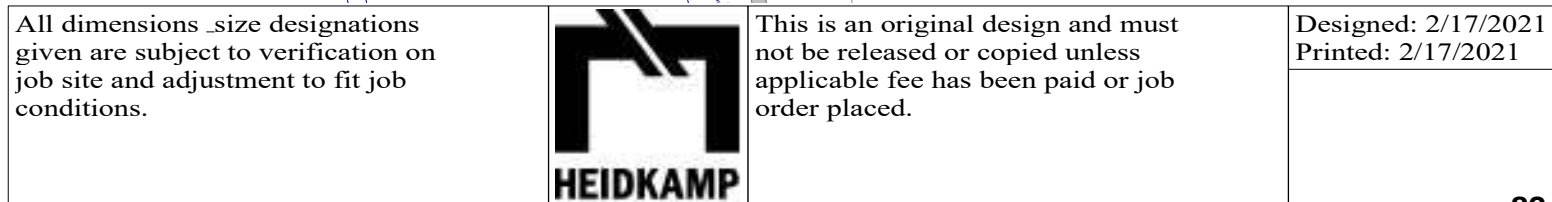
ATTEST:

Village President

Village Clerk

LICENSEE

Laura Schnetler Laura Schnetler
Its President



Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Michael Guerra

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Intergovernmental Agreement Between the Village of Villa Park and the Salt Creek Sanitary District for the Use of Water Meter Reading Software and Information.

Suggested Action:

The Village completed installation of the Sensus FlexNet software in 2020. This agreement will allow the Salt Creek Sanitary District (SCSD) with access to the Village's Sensus FlexNet water meter reading software and to share water usage information for SCSD billing purposes. With this agreement, SCSD will compensate the Village for their use of the software and information over a period of five years with a 1.3% annual increase. These funds will be deposited into Water Fund 082.4128 and Wastewater Fund 083.4128. Staff recommends approval of the Intergovernmental Agreement with Salt Creek Sanitary District for the use of water meter software and information.

Financial Impact:

The revenues from this agreement will be deposited in 082.4128 Water Fund and 083.4128 Wastewater Fund.

Recommendation:

Staff recommends approval of the Intergovernmental Agreement with Salt Creek Sanitary District for the use of water meter software and information.

Attachments:

[MEMO_RESOLUTION_IGA_SCSD_METER_INFORMATION.docx](#)

[Salt Creek Resolution.doc](#)

[SCSD IGA Meter Reading Software and Information.pdf](#)

Memo



To: Rich Keehner, Jr., Village Manager

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

A handwritten signature in black ink, appearing to read "M Guerra", is placed to the right of the "From:" line.

Date: March 16, 2021

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Intergovernmental Agreement Between the Village of Villa Park and the Salt Creek Sanitary District for the use of water meter reading software and information.

This proposed resolution is to approve an intergovernmental agreement with the Salt Creek Sanitary District (SCSD) to provide the district with access to the Village's Sensus water meter reading software and share water usage information for the use of SCSD billing. With this agreement, SCSD will compensate the Village for this use and information.

Historically the Village has provided the SCSD the meter reads manually for their billing purposes. In August of 2019, the Village Board approved a resolution approving a contract with Core and Main for the implementation of a Sensus FlexNet Communication Network. This network will allow the Village to communicate with "Smart Point" water meters to collect usage reads remotely and not have to utilize 2-way radios with a Village vehicle. This increases the efficiency and accuracy of the water meter reads. The Sensus Flexnet Software allows multiple users to access the information. It was determined that it would be more efficient for the Village if SCSD has access to the software so that Village staff would not have to process the information to share with SCSD.

This agreement is for five (5) years to cover the cost of the contract with Core and Main for the installation and maintenance of the Sensus FlexNet software. SCSD will be responsible for a share of the cost for their use of the information for billing purposes. The total cost of the contract with Core and Main for the installation, software, and software maintenance for five (5) years was split on a 40/60 basis. The Village utilizes this information for both water and sewer collection utility bills so it was determined the Village should have a slightly larger share. Salt Creek's share of the cost was calculated to be \$15,100 for this year and will increase by 1.3% each year thereafter until \$15,900 in the year 2025.

RECOMMENDATION:

Staff recommends approval of the Intergovernmental Agreement with Salt Creek Sanitary District for the use of water meter software and information. This agreement will generate revenue for 82.45128 Water Revue and 83.45128 Wastewater Revenue

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF VILLA PARK AND THE SALT CREEK SANITARY DISTRICT FOR
THE USE OF WATER METER READING SOFTWARE AND INFORMATION**

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 of Illinois; and,

WHEREAS, Salt Creek Sanitary District (“*Salt Creek*”) is a unit of local government of the State of Illinois; and,

WHEREAS, the Illinois Constitution and Illinois law provide that any power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State except as prohibited by law; and,

WHEREAS, both the Village and Salt Creek rely on accurate dates to properly bill water and water treatment customers for usage; and,

WHEREAS, the installation and implementation of a new water meter data communications network provides more accurate and immediate access to information concerning water usage and, therefore, the Village and Salt Creek desire to cooperate and share in the cost of water meter reading equipment and software to allow improved water meter reading date accuracy and information flow and purchase, install, implement and maintain the meter reading system described more specifically in the attached memorandum dated August 29, 2020, attached hereto as Exhibit A and incorporated herein.

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

Section 1: That the Intergovernmental Agreement between the Village of Villa Park, and the Salt Creek Sanitary District, that is attached hereto and made a part hereof is hereby approved and the Village President is hereby authorized to execute said Agreement on behalf of the Village and any other such documents related to advancement and completion of this Project.

Section 2: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Resolution No.: _____

Passed this ____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Approved this ____ day of _____, 2021.

Village President

Attest:

Village Clerk

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND THE SALT CREEK SANITARY DISTRICT FOR THE USE OF WATER METER READING SOFTWARE AND INFORMATION

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the Village of Villa Park ("VP"), an Illinois Municipal Corporation and the Salt Creek Sanitary District an Illinois Unit of Local Government and Sanitary District ("SCSD"), (VP and SCSD are together referred to as "Parties").

WHEREAS, the Illinois Constitution and Illinois law provide that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State except as prohibited by law; and

WHEREAS, both VP and SCSD rely on accurate data to properly bill water and water treatment customers for usage; and

WHEREAS, the installation and implementation of a new water meter data communications network provides the Parties with more accurate and immediate access to information concerning water usage; and

WHEREAS, the Parties desire to cooperate and share in the cost of water meter reading equipment and software to allow improved water meter reading data accuracy and information flow; and

WHEREAS, the Parties have determined that it is beneficial and in the best interest of the Parties to purchase, install, implement and maintain a water meter reading system; and

WHEREAS, the system is described more specifically in the attached memorandum dated August 29, 2019 attached hereto as Exhibit A and incorporated herein.

NOW, THEREFORE, it is agreed by and between the Village of Villa Park and the Salt Creek Sanitary District as follows:

1. **Recitals**: The foregoing recitals are incorporated herein as if fully set forth herein.
2. **Purchase and Installation**:
 - a. VP has purchased and installed all hardware, software and related equipment and services for the Sensus Flex Net Communication Network ("Network") in the amount of \$81,955 as identified in Exhibit A attached hereto and incorporated herein.

- b. VP contracted with Core & Main of Carol Stream, Illinois for the Network, installation, implementation and other services and equipment required to fully implement the system.
 - c. The Network and related services are now fully operational.
- 3. **Annual Payment by SCSD:** SCSD shall pay the following amounts to VP as its share of the Sensus Analytics Hosting and Support Service to obtain flow information. The payments shall be as follows:
 - a. Year 1: \$15,100 paid by December 31, 2021;
 - b. Year 2: \$15,300 paid by December 31, 2022;
 - c. Year 3: \$15,500 paid by December 31, 2023;
 - d. Year 4: \$15,700 paid by December 31, 2024;
 - e. Year 5: \$15,900 paid by December 31, 2025;
- 4. **Access to Network and Data:**
 - a. VP shall own, operate, maintain and be fully responsible for the Network, including but not limited to all hardware, software, and related equipment.
 - b. VP shall take all action necessary to give SCSD access to the Network and any other required elements of the communications and data system in order for SCSD its trustees, officers, agents and employees to obtain complete and accurate water meter readings at all times for SCSD customer accounts.
 - c. VP shall provide SCSD with direct contact and access to Core & Main employees and agents, and all other individuals, employees or agents of the software or hardware companies for training reasonably necessary to access, use and download/upload the data for all SCSD customer accounts. The expense for training requested by SCSD will be SCSD responsibility.
 - d. VP shall provide flow information for meters that are not yet compatible with the SENSUS software, faulty meters, and for final readings for the duration of this this contract.
- 5. **Term:** The obligation of SCSD to pay any amount under this Agreement shall cease after the 5th year payment of \$15,900, provided however, this Agreement may be renewed as described below. If the Agreement is not renewed after the 5th year payment, or SCSD fails to make a payment in any year during the term hereof, VP shall not be required to permit access to the Network or be required to provide flow information to SCSD.
- 6. **Agreement Renewal Procedure:** For the years following the 5th year payment (“the annual renewal date”), this Agreement and the obligations herein may be renewed as follows:
 - a. At least 120 days prior to the next annual renewal date, VP shall notify SCSD in writing of the next annual fee amount to be paid by SCSD.
 - b. At least 60 days prior to the next annual renewal date, SCSD shall notify VP, in writing of its renewal acceptance.

- c. At least 30 days prior to the next annual renewal date, SCSD shall pay to VP the applicable portion of the next annual fee amount.
 - d. Upon payment of the applicable annual renewal fee by SCSD, the Agreement shall be deemed renewed until the next annual date.
7. **Modifications Permitted to Contracts:** VP may amend or modify the contractual agreement or agreements or services with Core & Main and any other application vendors in connection with Network and related matters. However, if any such amendments or modifications solely benefit VP, VP shall pay the entire cost of any such amendments or modifications. If any such amendments or modifications benefit SCSD and incur additional cost, VP shall request SCSD of their share of the cost. Any cost to update to system software that is not included in the maintenance fee but required for the system will be shared with SCSD at forty percent (40%) of the cost.
8. **Miscellaneous:**
- a. **Binding Effect.** This agreement shall be binding on the parties and their heirs, executors, administrators, legal representatives, and assigns, any or all of whom shall execute and deliver all necessary documents required to carry out the terms of this Agreement.
 - b. **Counterparts.** This agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.
 - c. **Construction.** The headings and captions used in this Agreement are for convenience only and are not intended to and shall not limit or define the scope of intent of any Section or Subsection. Whenever the date for the performance of any action or condition contained in this Agreement falls on a Saturday, Sunday, or holiday, such date shall be extended to the next business day. If any provision in this Agreement is invalid as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision or of the same provision as applied to any other fact or circumstance. None of the covenants or conditions of this Agreement shall in any manner be waived or modified except by written instrument duly signed by all Parties then bound by the provisions hereof.
 - d. **Governing Law; Venue.** This Agreement shall be construed in accordance with the internal laws of the State of Illinois without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. The prevailing party in any proceeding to enforce the provisions of this Agreement shall be entitled to recover all costs, changes, and expenses, including reasonable fees of attorneys, agents, and other retained by the prevailing party, incurred in such proceeding. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the courts, state and federal, located in the State of Illinois.

- e. **Equitable Relief.** The Parties agree and acknowledge that a breach of this Agreement would cause irreparable harm to the other Parties hereto and that money damages would be an inadequate remedy therefore because of the difficulty of ascertaining the amount of damages that would be suffered by such other Parties. Therefore, the parties agree that in addition to any other available remedies, the parties shall be entitled to equitable relief, including without limitation, specific performance of this Agreement and injunctive relief against any breach hereof.
- f. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all of the negotiations, understandings, and representations made by and between the Parties hereto.

IN WITNESS WHEREOF, the Parties have signed their names hereto and the Parties have caused this Agreement to be executed on their behalf by their respective President and Clerk.

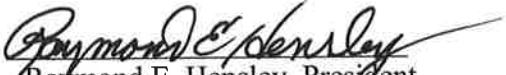
VILLAGE OF VILLA PARK

By: _____
Albert Bulthuis, Village President

Date: _____

Attest: _____
Hosanna Korynecky, City Clerk

**BOARD OF TRUSTEES
OF THE SALT CREEK
SANITARY DISTRICT**

By: 
Raymond E. Hensley, President

Date: 2/15/2021

Attest: 
Troy A. Clampit, Clerk

Departmental Correspondence

Date: 08/29/2019

To: Rich Keehner, Jr., Village Manager

From: Rich Salemo, Interim Director of Public Works

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Core & Main of Carol Stream, Illinois, for the Implementation of a Sensus FlexNet Communication Network in an Amount Not to Exceed \$81,955

STATEMENT OF PROBLEM

The Public Works Department is responsible for the monthly reading of the Village's water meters. This process is currently accomplished with a Village vehicle equipped with a laptop and a 2-way radio with antennas that communicates with water meters via "SmartPoints" located on homes and businesses. Public Works staff drives and reads six designated routes throughout the Village. This process currently takes three days to complete. Because of the extensive time, fuel, equipment, and personnel resources required to read meters, staff has researched options for improving water meter reading efficiency and capabilities.

INVESTIGATION

The Public Works Department reads 7,240 water meters every month. To improve the meter reading process, Public Works staff requested a proposal from vendor Core & Main for the implementation of a Sensus FlexNet communication network. In the FlexNet environment, Smart meters communicate data throughout the day to and from their customers over a licensed spectrum network. The network would include two (2) Sensus two-way tower base stations, with one located on the Home Avenue water tower and the other on the Plymouth Avenue water tower. Deployment of this system would allow the Village and Salt Creek Sanitary District to gain increased visibility into utility usage. In addition to reading meters for billing purposes, the system would also monitor ongoing utility usage, sense problem conditions, and trigger alerts for corrective action. These safeguards would protect not only against the loss of valuable natural resources, but also against the loss of revenue due to leaks and theft.

The implementation of a Sensus FlexNet communication network, including furnishing and installing two (2) Sensus two-way tower base stations, the first year's subscription for Sensus Analytics Hosting and Support Services, an Infrastructure Maintenance Agreement, and onsite training, is proposed to be completed for an amount not to exceed \$81,955. The annual subscription costs for Sensus Analytics Hosting and Support Services for the next five years are listed on the following page. If the board approves this proposal, then the Village would enter into an Intergovernmental Agreement (IGA) with Salt Creek Sanitary District. Salt Creek Sanitary District's share of the cost would be \$24,535 in calendar year 2019. Additionally, it is requested that the District share one-third of the annual cost of the required subscription for Sensus Analytics Hosting and Support Services.

RECOMMENDATION

Public Works staff recommends approving a contract with Core & Main of Carol Stream, Illinois, for the implementation of a Sensus FlexNet communication network in an amount not to exceed \$81,955. Funds for the Sensus FlexNet communication network are budgeted in the Water Supply Fund and the Wastewater Fund.

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Mike Todorovic

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Resolutions

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 Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street) in an Amount Not to Exceed \$132,021.00

Suggested Action:

The Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street) was advertised for bids on November 14th, 2020 and bids were opened on December 15th, 2020. The scope of work includes roadway reconstruction, water main installation, adjustment of drainage structures, sidewalk removal and replacement, parkway restoration, and other related and incidental work efforts. This resolution will approve a contract with Engineering Enterprises, Inc, of Sugar Grove, Illinois for phase III engineering which includes 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 for this agreement will be from Street Improvement (Referendum), Stormwater, Water Supply, and Wastewater.

Attachments:

[MEMO - Harvard Ave \(JP to Plymouth\) - Phase III Agreement - EEI - 20210216.pdf](#)

[RESO_-_Harvard_Ave__JP_to_Plymouth__-_Phase_III_Agreement_-_EEI_-_20201215\(2\).docx](#)

[Harvard - CE Proposal - EEI - 20201208.pdf](#)

[CIP for 2021-2025.pdf](#)

Memo



To: Rich Keehner, Jr., Village Manager
From: Mike Todorovic, Senior Civil Engineer

A handwritten signature in blue ink, appearing to read "Mike Todorovic", is written over the printed name.

Date: February 16, 2021

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 Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street) in an Amount Not to Exceed \$132,021.00

Staff recommends approval of an engineering services agreement with Engineering Enterprises, Inc. of Sugar Grove, Illinois for Phase III construction engineering of the Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street). Bids for the contract opened on December 15, 2020.

Staff completed a consultant Qualifications Based Selection (QBS) process for the evaluation of consultants to perform construction engineering services for the Village. Engineering Enterprises, Inc. was selected as one of the firms to perform these services for the Village based on their qualifications. 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 for the engineering services would be taken from Street Improvement Fund (Referendum) account number 60.502.03.292, Stormwater Fund account number 68.502.10.292, Water Supply Fund (Operations) account number 82.502.02.292, and Wastewater Fund (Operations) 83.502.02.292.

The timeframe for construction engineering services would follow project construction which is anticipated to be from March 2021 through July 2021. However, project reporting and closeout may extend beyond project completion, and as such, this agreement reflects those potential efforts.

RECOMMENDATION

Staff recommends approval of an engineering services agreement with Engineering Enterprises, Inc. of Sugar Grove, Illinois, for Phase III construction engineering of the Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street) in an amount not to exceed \$132,021.00.

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 HARVARD AVENUE IMPROVEMENT
PROJECT (JEFFERSON PARK TO PLYMOUTH STREET) IN AN AMOUNT NOT TO
EXCEED \$132,021.00**

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, Village staff have completed a consultant Qualifications Based Selection (QBS) process and have recommended a proposed construction engineering services agreement with Engineering Enterprises, Inc. of Sugar Grove, Illinois, to perform Phase III Construction Engineering of the Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street) in an amount not to exceed 132,021.00; and

WHEREAS, Engineering Enterprises, Inc. has submitted a proposal to conduct professional construction engineering services pursuant to the terms and conditions of the written proposal (the "*Services Agreement*"); and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed Engineering Enterprises, Inc.'s proposed Services Agreement, and believe it is in the best interests of the Village and its residents to enter into the Services Agreement as attached hereto for the construction of the Harvard Avenue Improvement Project (Jefferson Park to Plymouth Street).

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 recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Services Agreement between the Village of Villa Park and Engineering Enterprises, Inc., an Illinois corporation, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

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

Resolution No.: _____

Passed this ____ day of _____, 2021, pursuant to a roll call vote as
follow:

AYES:

NAYS:

ABSENT:

Approved this _____ day of _____, 2021.

Village President

Attest:

Village Clerk



December 8, 2020

Mike Todorovic (via e-mail)
Senior Civil Engineer
Village of Villa Park

**Re: *Harvard Avenue Improvements – Jefferson Park to Plymouth Street
Village of Villa Park***

Dear Mike:

Attached you will find EEI's Phase III Professional Service Agreement for the above reference project. The project team will consist of the following:

- Project Manager – Julie Morrison, PE
- Resident Engineer – Chris Ott, PE

Thank you for the opportunity. We look forward to working with the Village on another successful project. If you have any questions or need additional information, please do not hesitate to call.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in black ink, reading 'Julie A. Morrison'.

Julie A. Morrison, P.E.
Senior Project Manager / Principal

**Agreement for Professional Services
Construction Engineering for the
Harvard Avenue Improvements – Jefferson Park to Plymouth Street**

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 estimated to be October 1, 2021. 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 on an Hourly Not to Exceed basis to a maximum of \$132,021.00. The hourly rates for this project are shown in the attached 2020 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 Contractor's 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: Standard Conditions
Attachment B: Scope of Services
Attachment C: Estimated Level of Effort and Associated Cost
Attachment D: Location Map
Attachment E: Anticipated Project Schedule
Attachment F: 2020 Standard Schedule of Charges
Attachment G: Rubino Proposal (Material Testing)

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 _____, 2020.

Village of Villa Park

Engineering Enterprises, Inc.:

Albert Bulthuis
President

Bradley P. Sanderson, P.E.
COO/President

Hosanna Korynecky
Village Clerk

Julie A. Morrison, P.E.
Senior Project Manager/Principal

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEL) (hereinafter “Agreement”), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER’S service.

Construction Engineering and Inspection: The ENGINEER 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.

The ENGINEER 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.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER 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 and for compliance with the construction documents. OWNER further agrees that the ENGINEER’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 or safety programs or precautions. The ENGINEER’S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER’S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes work that is inconsistent with the construction documents, that information shall be immediately communicated to the contractor and OWNER for the purpose of correcting the inconsistencies.

Opinion of Probable Construction Costs: ~~ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.~~

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: ~~Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or~~

~~connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.~~

Termination: This Agreement may be terminated for convenience, without cause, upon seven (7) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the

anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, “force majeure” shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: 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.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party’s waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney’s Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**Harvard Avenue Improvements – Jefferson Park to Plymouth Street
Construction Engineering Agreement
Village of Villa Park**

Attachment B – Scope of Services

The Village of Villa Park requires Construction Engineering services for the Harvard Avenue Improvements from Jefferson Park to Plymouth Street.

Our proposed scope of services will include the following:

Construction Engineering:

3.1. Construction Administration & CDBG Documentation

- Coordinate with DuPage County for documentation required for Community Block Development Grant (CDBG). Gather and review all necessary CDBG documentation.

3.2. Pre-Construction Meeting and Weekly Status Meetings

- Project Manager and Resident Engineer to attend the Pre-Construction Conference.
- Resident Engineer to attend weekly progress meetings.
- Project Manager to attend a total of 3 weekly progress meetings.

3.3. Construction Observation and Documentation

- Provide resident engineering for full time on-site observation.
- Review Contractor's shop drawings prior to construction.
- Spot check Contractor's layout for the proposed improvements.
- 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.
- Communicate activities with Village weekly, or as required based on onsite activities.
- Resident communications as needed.

3.4. Pay Estimates

- Prepare/verify pay estimates and change orders.
- Gather and review certified payrolls and waivers of lien.

3.5. Punchlist Coordination and Work

- Perform punch list inspections, provide follow up inspections, and recommend acceptance when appropriate

3.6. Project Closeout

- Agree to final quantities with Contractor & process final pay estimate and final change order to be approved by DuPage County
- Assist with any CDBG closeout paperwork

3.7. Record Drawings

- Provide record drawings in PDF, ACAD and GIS Formats for underground improvements only.

The following scope of services will be provided by EEI's Subconsultants:

- Rubino Engineering – Material Testing

Exclusions

- Preconstruction Documents. Village to prepare preconstruction meeting handouts and facilitate the meeting.
- Resident Notifications. Village will prepare and distribute all flyers and notifications.

The above scope for the “Harvard Avenue Improvements” summarized the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.



**ATTACHMENT C - ESTIMATED OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

HARVARD AVENUE IMPROVEMENTS - CONSTRUCTION ENGINEERING
VILLAGE OF VILLA PARK, ILLINOIS



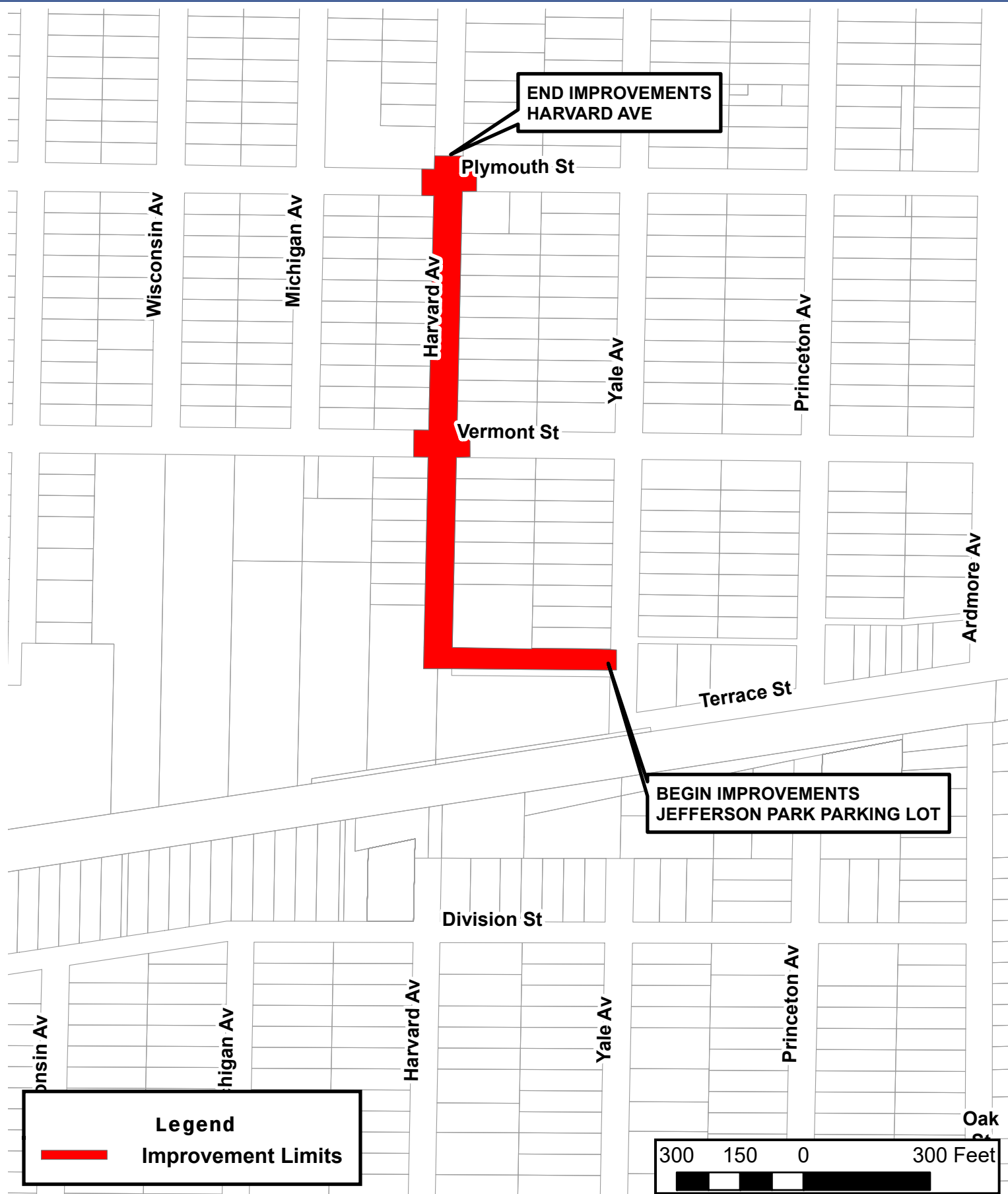
WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		GIS	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT SURVEYOR	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	GIS TECH		
		HOURLY RATE:	\$214	\$203	\$172	\$145	\$203	\$172	\$145	\$173	\$145	\$109		
CONSTRUCTION ENGINEERING														
3.1	Construction Administration & CDBG Documentation			16	16								32	\$ 6,000
3.2	Pre-Construction Meeting and Weekly Status Meetings			12	3								15	\$ 2,952
3.3	Construction Observation and Documentation			16	600								616	\$ 106,448
3.4	Pay Estimates			2	16								18	\$ 3,158
3.5	Punchlist Coordination and Work				8								8	\$ 1,376
3.6	Project Closeout				8								8	\$ 1,376
3.7	Record Drawings				4				18			2	24	\$ 3,516
PROJECT TOTAL:		-	46	655	-	-	-	-	18	-	-	2	721	124,826

DIRECT EXPENSES	
Printing =	\$ -
Material Testing (Rubino) =	\$ 4,335
Vehicle Costs (\$65 per day) =	\$ 2,860
DIRECT EXPENSES =	\$ 7,195

LABOR SUMMARY	
Engineering Expenses =	\$ 121,998
Surveying Expenses =	\$ 2,610
Drafting Expenses =	\$ -
GIS Expenses =	\$ 218
TOTAL LABOR EXPENSES =	\$ 124,826

TOTAL EXPENSES =	\$ 132,021
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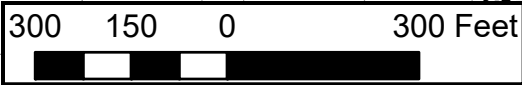
G:\Public\Villa Park\2020\11\02001 Harvard Avenue Improvements\PSA\Attachment C - Fee Estimate.xlsx\Fee Summary





Legend

Improvement Limits



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

DATE:	JUNE 2020
PROJECT NO.:	VP2001
BY:	MJT
PATH:	H:\GIS\PUBLIC\VILLA PARK\VP2001\
FILE:	VP2001 Project limits Attachment C.MXD

ATTACHMENT D
LOCATION MAP
HARVARD AVENUE
IMPROVEMENTS
 VILLAGE OF VILLA PARK, IL
 DUPAGE COUNTY, IL



Outstanding Service ~ Every Client ~ Every Day

ATTACHMENT E: ANTICIPATED PROJECT SCHEDULE

HARVARD AVENUE IMPROVEMENTS
VILLAGE OF VILLA PARK, ILLINOIS



ITEM NO.	WORK ITEM	Year:	2020				2021																															
		Month:	December				January				February				March				April				May				June				July				August			
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
1	Bidding, Award and Contracting**																																					
2	Construction																																					
3	Project Closeout																																					

Legend	
	Bidding, Award and Contracting
	Construction
	Project Closeout

** Bidding and contracting service to be performed by the Village of Villa Park



Standard Schedule of Charges

January 1, 2020

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$214.00
Principal	E-3	\$209.00
Senior Project Manager	E-2	\$203.00
Project Manager	E-1	\$183.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$172.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$160.00
Project Engineer/Planner/Surveyor	P-4	\$145.00
Senior Engineer/Planner/Surveyor	P-3	\$133.00
Engineer/Planner/Surveyor	P-2	\$121.00
Associate Engineer/Planner/Surveyor	P-1	\$109.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$145.00
Project Technician	T-4	\$133.00
Senior Technician	T-3	\$121.00
Technician	T-2	\$109.00
Associate Technician	T-1	\$ 96.00
GIS Technician	G-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	<u>Cost</u> + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



PROPOSAL

December 8, 2020

To: Julie Morrison
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
P: 630-466-6700

Re: **QA Construction Materials Testing Services**
Harvard Avenue Improvements
Village of Villa Park

Proposal No. Q20.249

Via email: jmorrison@eeiweb.com

Dear Ms. Morrison,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on July 7, 2020 and the following outlines our understanding of the requested scope of services:

General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

Based on your email on July 7, 2020, the following summarizes our estimate for testing and is subject to change based on final scheduling:

Material	Estimated Number of trips	Half / Full Day *
BITUMINOUS PAVING	2	Half (4 hours)
CONCRETE	4	Half (4 hours)

***Portal to Portal**

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

Item Description			Material Tester 1 (hr)	Vehicle (day)	Project Manager (hr)	Nuclear Density Gauge (day)	Cylinders (each)	Sample Pickup
	Quantity	Unit	\$98.00	\$65.00	\$125.00	\$44.00	\$17.00	\$250.00
Harvard Avenue Improvements								
Hot-Mix Asphalt Binder Course, IL-19.0, N50	815	TON	4	1	0.5	1		
Hot-Mix Asphalt Surface Course IL-9.5, Mix "D", N50	408	TON	4	1	0.5	1		
Portland Cement Concrete Driveway Pavement, Various	217	SY	4	1	0.5	4		
Portland Cement Concrete Sidewalk, 5 inch	3077	SF	4	1	0.5		4	1
Combination Concrete Curb & Gutter, Type B-6.12	2248	FOOT	8	2	1		8	2
			24	6	3	6	12	3
GRAND TOTAL = \$4,335.00			\$2,352.00	\$390.00	\$375.00	\$264.00	\$204.00	\$750.00

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____	DAY OF _____	, 20__.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

() Copies To: _____ Attn: _____ Email: _____	() Copies To: _____ Attn: _____ Email: _____
() Copies To: _____ Attn: _____ Email: _____	() Copies To: _____ Attn: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 1, 2020 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 92.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 110.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 45.00
Sieve Analysis (Washed)	Each	\$ 90.00
Sample preparation for the above tests	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 98.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 147.00
Per Hour Overtime Sundays and Holidays	\$ 196.00

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 44.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 125.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 65.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com	
INSURED Rubino Engineering, Inc. 425-435 Shepard Dr Ste H Elgin, IL 60123		INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Company INSURER B : Berkley Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 13056 32603	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

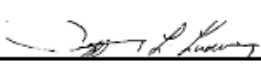
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			PSB0003777	09/01/2019	09/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			PSE0002142	09/01/2019	09/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0002789	09/01/2019	09/01/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			AEC903377800	09/01/2019	09/01/2020	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.
Some or all officers are excluded from Workers Compensation coverage.

THIS CERTIFICATE OF INSURANCE IS INTENDED AS A SPECIMEN COPY ONLY.

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
#S26541701/M26539043

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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

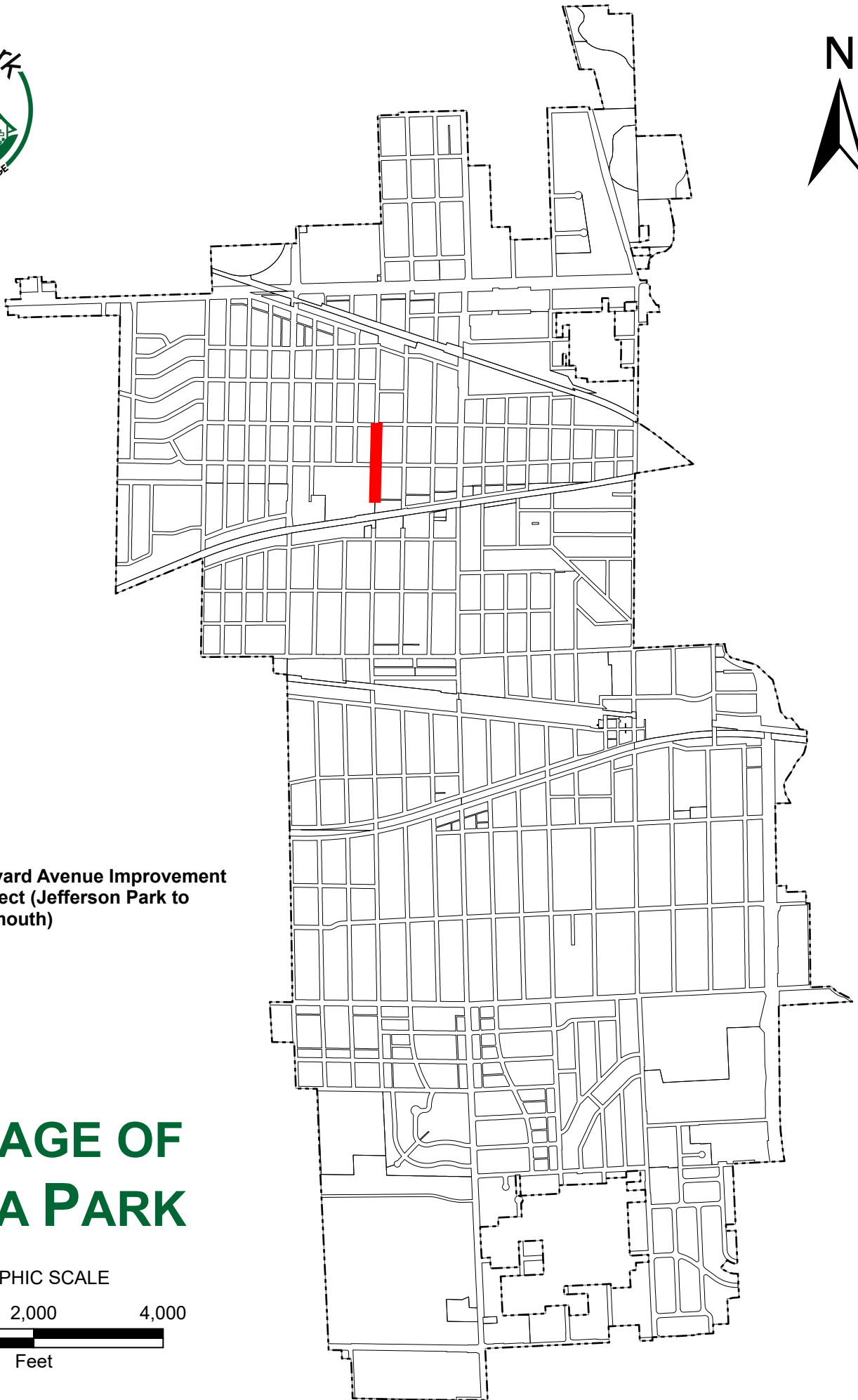
13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

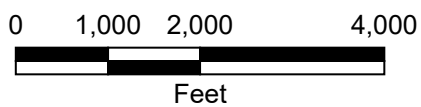
17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



 Harvard Avenue Improvement Project (Jefferson Park to Plymouth)

VILLAGE OF VILLA PARK

GRAPHIC SCALE



VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2021 THROUGH 2025		Fund(s) / Department(s): Street Referendum Stormwater Fund Water Supply Fund Wastewater Fund CDBG Grant
Project Name: Harvard Avenue Improvement Project (Jefferson Park to Plymouth)		
Objective:	To improve the condition of the roadway by means of selected pavement rehabilitation methods. To improve water system capacity and reliability by replacing the existing undersized water main.	
Description:	This project consists of improvements on North Harvard Avenue from Jefferson Park to Plymouth Street. The project includes the replacement of the existing 4" water main. The village has secured CDBG grant funding for a portion of the construction of the water main improvements. 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. The pavement improvements are to be partially funded by voter approved bond proceeds. The existing 4" water main has insufficient capacity and a high incidence of water main breaks. The Community Development Block Grant (CDBG) Program is expected to provide grant funding for a portion of the construction of the water main improvements.	

Funding Source	Total Cost	Previous Years	2021 through 2025	Future Years
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Engineering / Professional Services				
Street Referendum	123,994	61,294	62,700	-
Stormwater Fund ¹	6,400	-	6,400	-
Water Supply Fund ¹	114,900	60,900	54,000	-
Wastewater Fund	2,000	-	2,000	-
CDBG Grant	-	-	-	-
Engineering Subtotals	247,294	122,194	125,100	-

Construction / Building				
Street Referendum	627,000	-	627,000	-
Stormwater Fund ¹	64,000	-	64,000	-
Water Supply Fund ¹	140,155	-	140,155	-
Wastewater Fund	20,000	-	20,000	-
CDBG Grant	400,000	-	400,000	-
Construction Subtotals	1,251,155	-	1,251,155	-

Funding Sources Subtotals				
Street Referendum	750,994	61,294	689,700	-
Stormwater Fund ¹	70,400	-	70,400	-
Water Supply Fund ¹	255,055	60,900	194,155	-
Wastewater Fund	22,000	-	22,000	-
CDBG Grant	400,000	-	400,000	-
PROJECT TOTALS	1,498,449	122,194	1,376,255	-

- Utility Sales Tax revenue may provide funding for these improvements

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Kevin Mantels

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing a Software License Agreement with Environmental Systems Research Institute, Inc., of Redlands, California, for a Three-Year Term at an Annual Cost Not to Exceed \$27,500

Suggested Action:

The Village has an existing agreement with Environmental Systems Research Institute, Inc. (or "Esri") of Redlands, California, for Geographic Information System (GIS) software licensing and support. The current agreement between the Village and Esri was approved in March 2018 for a three-year term that is up for renewal on 03/30/2021. Over the last several years, the Village's use of GIS has increased significantly. In response to the increasing use, staff recommends entering into an expanded licensing agreement that would meet the Village's growing needs. Esri has submitted a proposal for a term software license under its Small Municipal and County Government Enterprise Agreement model for a three-year term at an annual cost not to exceed \$27,500. Cost associated with this purchase will be taken from accounts Village Manager IT Other Contractual Services (10.512.01.299), Water Other Contractual Services (82.502.01.299), Waste Water Other Contractual Services (83.502.01.299), Parks & Recreation Other Contractual Services (36.502.01.299).

Recommendation:

Staff recommends authorizing a software license agreement with Environmental Systems Research Institute, Inc., of Redlands, California, for a three-year term at an annual cost not to exceed \$27,500.00. Sufficient funds for this effort have been budgeted in CY 2021.

Attachments:

[MEMO - GIS Software License Agreement](#)

[RESO_-_GIS_Software_License_Agreement.docx](#)

[GIS Software License Agreement Proposal](#)

Memo



To: Rich Keehner, Jr., Village Manager

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

A handwritten signature in blue ink, appearing to read "Kevin L. Mantels", is written over the printed name.

Date: March 11, 2021

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing a Software License Agreement with Environmental Systems Research Institute, Inc., of Redlands, California, for a Three-Year Term at an Annual Cost Not to Exceed \$27,500.00

The Village has an existing agreement with Environmental Systems Research Institute, Inc., (or "Esri") of Redlands, California, for GIS software licensing and support. The current agreement between the Village and Esri was approved in March 2018 for a three-year term that is up for renewal on 03/30/2021.

GIS, which stands for "Geographic Information System", is a software and technology platform for gathering, managing, analyzing, and utilizing location-based, or "geographic" data. The Village uses GIS extensively, and for a wide range of activities. GIS has historically been used to collect and maintain information about the Village's public infrastructure, including sewer and water mains, manholes, inlets, valves, and fire hydrants. The software is used to generate Village maps, including utilities, zoning, address, and flood plain, among others. It provides base data and layers for engineering design and capital improvement projects. It also informs decisions made by staff with regard to the maintenance and improvement of Village assets.

Over the last several years the Village's use of GIS has increased significantly. The technology has greatly expanded—from a desktop platform that was limited to use in the office by administrative and IT staff—to extend to a hybrid mobile and desktop platform that can now be used extensively by all Village employees, whether in the field or in the office. The features and capabilities of current GIS technology include mobile data collecting and reporting, service request tracking and management, real-time monitoring of assets and resources, and public engagement and interaction.

The existing agreement between the Village and Esri is a "Small Government Department Platform License". This departmental agreement provides for the use of Esri's ArcGIS desktop platform by all employees of the Public Works Department. It also provides for the use of Esri's ArcGIS mobile platform by a maximum of ten employees in the Public Works Department. In addition to the existing departmental agreement, the Village also purchases "a la carte" subscriptions to Esri's ArcGIS mobile platform for an additional three users in the

Public Works Department, and also purchases one subscription to Esri's desktop and mobile platforms for the Community Development Department and one for the Parks and Recreation Department. This current licensing arrangement limits the Village to a maximum of 15 users with access to Esri's ArcGIS mobile platform. Given the extensive capabilities that the mobile platform now provides, Public Works staff estimates that the Village could benefit significantly by providing as many as fifty current Village employees with access to this technology.

In response to the Village's increasing use of GIS and the current limitations on the number of users, staff recommends entering into an expanded licensing agreement that would make the platform available to additional users and meet the Village's growing needs. Esri has submitted a proposal for an expanded term software license under its Small Municipal and County Government Enterprise Agreement (SGEA) model. The SGEA model would extend the use of Esri's ArcGIS desktop platform to all Village employees. It would also provide for the use of Esri's ArcGIS mobile platform by up to 200 users, allowing the Village to eliminate all of its a la carte subscriptions, and providing sufficient user capacity for both the present and the foreseeable future.

If approved, the expanded GIS platform is also expected to eventually replace several other existing Village software systems. The Village currently licenses and maintains separate systems for asset management and for service request tracking. These systems have their own associated licensing and maintenance costs, and the replacement of these systems with GIS would result in additional cost savings to the Village. The additional user capacity of the expanded GIS platform, coupled with its replacement of other Village systems, would result in a significant increase in the cost effectiveness of the Village's technology platform. The following table provides a summary of the Village's current separate systems, costs, and cost per user, compared with those of the proposed expanded and unified GIS platform.

PRODUCT	CURRENT ANNUAL COSTS	CURRENT MAXIMUM USERS	EXPECTED ANNUAL COSTS	EXPECTED MAXIMUM USERS
Esri ArcGIS Licensing Agreement	\$11,000.00	10	\$27,500.00	200
Esri ArcGIS 'A La Carte' Subscriptions	\$1,450.00	5	-	N/A
Cartegraph Navigator (Asset Management Software)	\$6,128.00	N/A	-	N/A
OurTown (Service Request Tracking Software)	\$4,997.00	N/A	-	N/A
TOTALS	\$23,575.00	15	\$27,500.00	200
COST PER USER	\$1,571.67		\$137.50	

Sufficient funds for this effort have been budgeted in CY 2021 in Account #10.512.01.299 in the Corporate (Information Technology) Fund, Account #82.502.01.299 in the Water Supply Fund, Account #83.502.01.299 in the Wastewater Fund, and Account #36.502.01.299 in the Parks Fund.

RECOMMENDATION

Staff recommends authorizing a software license agreement with Environmental Systems Research Institute, Inc, of Redlands, California, for a three-year term at an annual cost not to exceed \$27,500.00.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
AUTHORIZING A SOFTWARE LICENSE AGREEMENT WITH ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC., OF REDLANDS, CALIFORNIA, FOR A
THREE-YEAR TERM AT AN ANNUAL COST NOT TO EXCEED \$27,500.00**

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

WHEREAS, the Village has received a proposal from Environmental Systems Research Institute, Inc., (“Esri”) of Redlands, California, for a term software license under its Small Municipal and County Government Enterprise Agreement for a three-year term at an annual cost not to exceed \$27,500; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the Village to exempt from the bidding requirement pursuant to Section 2-220(a)(1) of the Village of Villa Park Municipal Code these professional computer software services and enter into an agreement with Esri for such services.

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

Section 1: That the document entitled **Esri Small Municipal and County Government Enterprise Agreement**, between the Village and Esri, attached hereto and made a part hereof as Exhibit A, be and is hereby approved, and the Village Manager is hereby authorized and directed to execute the Agreement on behalf of the Village.

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 _____, 2021, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2021

Resolution No.: _____

Attest: _____
Village Clerk

Village President



January 29, 2021

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

Dear Dale,

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

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

An EA will provide your organization with numerous benefits including:

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

The following business terms and conditions will apply:

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

- Licenses are valid for the term of the EA.

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

To expedite your acceptance of this EA offer:

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

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

Have it signed by an authorized representative of the organization.

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

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

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

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

Thank you very much for your consideration.

Best Regards,

Nick Meyers



Quotation # Q-419309

Date: January 29, 2021

Customer # 112952 Contract #

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

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

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 1/29/2021 To: 3/31/2021*

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
Subtotal:				\$82,500.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$82,500.00

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

For questions contact: Nick Meyers	Email: nmeyers@esri.com	Phone: (909) 793-2853 x8305
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

MEYERSN

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

Esri Use Only:

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



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

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

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

Table A
List of Products

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

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

Enterprise Software and Extensions

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

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

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

OTHER BENEFITS

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

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

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

Term of Agreement: Three (3) years

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

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

2.0—ADDITIONAL GRANT OF LICENSE

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

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

3.0—TERM, TERMINATION, AND EXPIRATION

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

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

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

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

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

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

4.0—PRODUCT UPDATES

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

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

5.0—MAINTENANCE

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

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

a. Tier 1 Support

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

b. Tier 2 Support

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

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

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

6.0—ENDORSEMENT AND PUBLICITY

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

7.0—ADMINISTRATIVE REQUIREMENTS

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

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

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

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

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

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

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

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

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

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

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

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

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

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Patty Ruiz

Submitting Department: Parks & Recreation

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, Illinois, approving the fees for the Village's swimming pool for the 2021 season

Suggested Action:

Pool pass rates and daily admission charges are established annually by village resolution. So that the 2021 pool passes can go on sale in May and advertised in April, the pool rates must be established in March. Because the minimum wage increased substantially in 2019, staff recommends, and the Parks and Recreation Advisory Commission unanimously agreed with a fee increase of 10% for season passes and a \$1 increase for daily admissions. These increases were recommended for the 2020 pool season, but due to the pool being closed as a result of the COVID Pandemic, this recommendation is carried over from 2020.

Attachments:

[MEMO_-_2021 Pool Pass Rates.doc](#)

[RESO_-_2021_Pool_Pass_Rates.docx](#)

[SYNO_-_2021 Pool Pass Rate.doc](#)

[Pool Rate Comparisons 2021.pdf](#)



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, daily admission rates and swim schedule for 2021

DATE: March 9, 2021

STATEMENT OF PURPOSE:

Pool pass rates are set annually by village resolution. To be ready for our pool season, rates need to be advertised during the month of April so passes can go on sale in May. A historical pool pass rate/daily admission fee comparison for the last three pool seasons is attached for your information.

This year, the summer brochure will be available in an electronic version only due to the ongoing pandemic and mitigation measures. The seasonal brochure will not be printed again until RESTORE ILLINOIS announces that Region 8 (DuPage and Kane Counties) is in Phase 5.

INVESTIGATION:

With regard to the discounted early bird season pass rates, the Parks and Recreation Advisory Commission unanimously agreed and staff recommends that early bird, discounted rates begin May 8 and end June 21, 2021. This would allow 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, 2021.

A multi-use pass option will again be available for purchase. If a potential pool patron will not use the pool enough to justify purchasing a season pass or is a little reluctant due to the COVID-19 pandemic, 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.

New this year, as an incentive and to ease back into the pool season after being away for two years, once a patron buys a multi-use pass that equals or exceeds the cost of the season pass, they can transfer the multi-use pass into a season pass for one person.

RECOMMENDATION:

After careful consideration taking into account factors such as minimum wages increases, chemical and equipment costs, staff is recommending an increase in pool pass rate and daily admissions as shown below.

Pre-COVID mitigation measure implementation, staff recommended and the Parks and Recreation Advisory Commission unanimously agreed in 2020 with a 10% fee increase for season pool passes and a \$1 increase for daily admission fees. Pool pass prices have not been increased since 2016. For the 2021 pool season, staff recommends that 2021 season passes increase by 10% (+/-) from the 2019 fees and daily rates to increase by \$1, as agreed to in 2020. The Parks and Recreation Advisory Commission also affirmed this fee structure in 2021. Normally attached to this memo is a pool fee comparison from neighboring communities. Unfortunately, many of the neighboring communities have not published fees for 2021 yet.

Below please find the recommendation for the 2021 season passes, multi-use passes and daily admission fees.

2021 proposed season pass rates:

	Early Bird Rate May 8-June 21	Regular Season Rate Beginning June 22
Resident age 3-59	\$58	\$79
Non-Resident age 3-59	N/A	\$109
Resident senior age 60+	\$53	\$70
Non-Resident age 60+	N/A	\$101

2021 proposed multi-use pass rates:

Resident 10-use pass	\$61 (\$6.10 per visit)
Non-Resident 10-use pass	\$92 (\$9.20 per visit)
Resident 15-use pass	\$85 (\$5.66 per visit)
Non-Resident 15-use pass	\$132 (\$8.80 per visit)

Proposed revenue for pool passes in 2021: \$25,000

Proposed Daily admission fees:

Resident 3 years and up	\$8
Non-resident 3 years and up	\$10

After 5 pm Evening Daily Admission Discount (same as previous year)

Resident 3 years and up	\$5
Non-resident 3 years and up	\$7

Monday-Thursday from 7-8 pm (new rate)

Resident Adult lap swim	\$3
Non-resident Adult lap swim	\$5

In an effort to reduce expenditures, staff would like the continued option to enforce pool closure procedures that include:

- o If the air temperature falls below 65 degrees.
- o 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.

Proposed schedule for the 2021 season:

June 5 -September 6

Pool Hours:

Monday -Thursday: 12 noon-8 pm (*beginning Wednesday, August 18, weekday pool hours change to 4-8 pm only.*)

Swim Meet Wednesdays (*dates TBA*): 12 noon – 5 pm

Friday-Sunday: 12 noon-7 pm

Special Hours: 12-6 pm Open Swim
July 4 (*Independence Day*)
September 6 (*Labor Day*)

Daily Swim Schedule:

Open Swim

Daily: 12-7 pm (*Children under 10 must be accompanied by an adult*)

Adult Lap Swim and Water Exercise:

Monday-Tuesday-Thursday 7-8 pm (*Participants must be at least 18 years old*)

Pool Rentals:

June 18-August 15

Friday & Saturday 7:15-9:15 pm

(Sunday is reserved for rainouts)

R \$205 / NR \$230

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING THE FEES FOR THE VILLAGE'S SWIMMING POOL FOR THE 2021
SEASON.**

WHEREAS, the Village of Villa Park 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 2021 swimming pool fees for public notice to be given prior to May 1, 2021.

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: Section 1: That the following Village swimming pool fees are hereby established for the 2021 swimming pool season:

Season Pass Rates

	Early Bird Discounted Rate Season Rate May 8-June 21	Regular Beginning June 22
Resident age 3-59	\$58	\$79
Non-Resident age 3-59	N/A*	\$109
Resident senior age 60+	\$53	\$70
Non-Resident age 60+	N/A*	\$101

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

Multi-use pass rates:

<i>Resident 10-use pass</i>	<i>\$61 (\$6.10 per visit)</i>
<i>Non-Resident 10-use pass</i>	<i>\$92 (\$9.20 per visit)</i>
<i>Resident 15-use pass</i>	<i>\$85 (\$5.66 per visit)</i>

Resolution No. _____

<i>Non-Resident 15-use pass</i>	<i>\$132 (\$8.80 per visit)</i>
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Daily admission fees

<i>Resident 3 years and up</i>	<i>\$8</i>	
<i>Non-resident 3 years and up</i>		<i>\$10</i>

<i>After 5 pm Evening Daily Admission Discount</i>		
<i>Resident 3 years and up</i>	<i>\$5</i>	
<i>Non-resident 3 years and up</i>		<i>\$7</i>

<i>Monday-Thursday; 7-8 pm (new rate)</i>		
<i>Resident Adult lap swim</i>	<i>\$3</i>	
<i>Non-resident Adult lap swim</i>		<i>\$5</i>

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 from and after its passage and approval according to law.

PASSED AND APPROVED THIS _____ DAY OF _____,
2021.

Resolution No. _____

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Clerk, Village of Villa Park

ADOPTED this _____ day of _____, 2021, pursuant
to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PROPOSED SWIM POOL SEASON PASS RATES AND DAILY ADMISSION FEES FOR THE 2021 SWIM SEASON

Pool pass rates need to be advertised during the month of April 2021 so passes can go on sale in May 2021. Because the minimum wage increased substantially in 2019, staff recommends and the Parks and Recreation Advisory Commission unanimously agree a fee increase of 10% for season passes and \$1 for daily admission. This increase was the recommended rate increase for the 2020 season, but due to Pandemic and the pool being closed, this recommendation is carried over from 2020.

	2017 Early Bird Rate	2018 Early Bird Rate	2019 Early Bird Rate	2020 Early Bird Rate	2021 Early Bird Rate
Resident age 3-59	\$53.00	\$53.00	\$53.00	N/A	\$58.00
Non-resident age 3-59	N/A	N/A	N/A	N/A	N/A
Resident senior age 60+	\$48.00	\$48.00	\$48.00	N/A	\$53.00
Non-resident age 60+	N/A	N/A	N/A	N/A	N/A

	2017 Regular Season Rate	2018 Regular Season Rate	2019 Regular Season Rate	2020 Regular Season Rate	2021 Regular Season Rate
Resident age 3-59	\$72.00	\$72.00	\$72.00	N/A	\$79.00
Non-resident age 3-59	\$99.00	\$99.00	\$99.00	N/A	\$109.00
Resident senior age 60+	\$64.00	\$64.00	\$64.00	N/A	\$70.00
Non-resident age 60+	\$92.00	\$92.00	\$92.00	N/A	\$101.00

Swim Pool Passes	Revenue
2017 (2 Pools)	\$63,012.00
2018	\$24,481.00
2019	\$25,958.00
2020	\$0.00
2021 Proposed	\$25,000.00

		Daily Rates	
Season Gate Admissions	Revenue	Resident	Non-Resident
2017 (2 Pools)	\$32,804.00	\$7	\$9
2018	\$33,882.00	\$7	\$9
2019	\$35,140.00	\$7	\$9
2020	\$0.00	-	-
2021 Proposed	\$32,000.00	\$8	\$10

Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Mary Hornback

Submitting Department: Fire Department

Item Type: Resolutions

Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park, DuPage County, IL, waiving the bidding process and approving the purchase of two (2) LifePak 15 (V4) heart monitor/defibrillators and related service agreements for the Villa Park Fire Department

Suggested Action:

The Villa Park Fire Department has been entrusted to protect the lives and citizens of Villa Park. For this to happen, firefighters and paramedics must have the appropriate cardiac monitor/defibrillators and must be trained on the devices as well. In 2012 the Village purchased two (2) LifePak 15 (VI) heart monitor/defibrillators. This equipment has reached the end of its useful life and needs to be replaced. The Villa Park Fire Department is recommending the purchase of two (2) LifePak 15 (V4) heart monitor/defibrillators. Purchasing these LifePak heart monitor/defibrillators will ensure both first response ambulances have the same equipment so operations run smoothly when a crisis occurs. The two (2) 2012 LifePak 15 (VI) heart monitor/defibrillators will be traded in to reduce the cost of the equipment purchase. The \$69,500.88 cost associated with this purchase will be taken from Equipment Replacement Fund account 65.502.02.401.

Recommendation:

Staff recommends waiving the bidding process and authorizing the purchase of (2) Lifepak 15 (V4) heart monitor/defibrillators and a four-year service contract from Stryker Medical 1901 Romence Road Parkway Portage, MI 49002 in the amount of \$69,500.88.

Attachments:

[Lifepak 15 V4 Memo approved.pdf](#)

[Resolution_Waiving_Bid_Process_Lifepak_15_monitors_3-22-21.docx](#)

[LifePak 15 V4 Brochure.pdf](#)

[Lifepak 15 V4 Quote 10253720.pdf](#)

[LifePak 15 V4 Service Highlights and 15 V1 Notification.pdf](#)



Villa Park Fire Department

Station 81 Headquarters
1440 S. Ardmore Ave., Villa Park, IL 60181
Phone (630) 833-5350
Fax (630) 941-5978

Memorandum

To: Manager Keehner
From: Chief Rakosnik 
Date: March 12, 2021
Subject: Purchase of two (2) Lifepak 15 (V4) heart monitor/defibrillators

STATEMENT OF PROBLEM

The Villa Park Fire Department has been delivering advanced life support (ALS) medical care to residents and visitors of Villa Park for over 40 years. The medical equipment needed to treat patients for life-threatening emergencies is extensive, and one item that is extremely vital for cardiac care patients is a heart monitor/defibrillator. The Lifepak 15 (V1) heart monitor/defibrillators used on Engines 81 and 82 were purchased in 2012 and are due for replacement because of age, lack of dependability and unavailability of technical support and parts replacement.

INVESTIGATION

The Fire Department currently has four Stryker Medical (*previously Physio Control, Inc.*) heart monitor/defibrillators used to monitor the patient's heart rhythm and shock a patient's heart if a life-threatening arrhythmia occurs. In 2017, the Village purchased two Stryker Lifepak 15 (V4) heart monitor/defibrillators that are currently on the front-line paramedic units at Station 81 and Station 82. Replacement of the Lifepak 15 (V1) heart monitor/defibrillators with Lifepak 15 (V4) monitors will enable the Fire Department to have Lifepak 15 (V4) heart monitor/defibrillators on ALS engines at Station 81 and 82.

The Lifepak 15 (V4) is the industry standard with features that include; 1) Carbon monoxide and Methemoglobin monitoring, 2) ST-Trend tracking and 12-lead ECG transmission, 3) CPR Metronome that actively guides paramedics to a consistent compression rate without the need for extra external hardware, and 4) CODE-STAT 7.0 Data Review Software and Advanced CPR Analytics that give paramedics powerful feedback to improve resuscitation patient outcomes.

With the purchase of two additional LifePak 15 (V4) heart monitor/defibrillators, the front line paramedic units and engines will have the most up-to-date heart monitor/defibrillators available. This will enable the paramedics to keep up with latest technology and trends in pre-hospital medicine in addition to compatibility of equipment on all fire apparatus.

The new LifePak 15 (V4) heart monitor/defibrillators would be placed on Medic 81 and Medic 82. The current 2017 LifePak 15 (V4) heart monitor/defibrillators would be placed on ALS Engines 81 and 82 to replace the aged LifePak 15 (V1) heart monitor/defibrillators that were purchased in 2012.

Stryker Medical is located in Portage, Michigan and is the manufacturer and only supplier of the LifePak heart monitor/defibrillators used by the Villa Park Fire Department. Therefore, Staff is recommending that the bid process be waived and the current supplier, Stryker Medical be used for this purchase. Additionally, a trade-in discount of \$13,000.00 for two Lifepak 15 (V1) heart monitor/defibrillators, has been applied which is reflected in the final price.

RECOMMENDATION

Staff respectfully requests the Village Board to waive the bid process and authorize the purchase of two (2) Lifepak 15 (V4) heart monitor/defibrillators, including all accessories and a four-year service contract, from Stryker Medical, 1901 Romence Rd. Parkway, Portage MI 49002 in the amount of \$69,500.88. Sufficient funds in the amount of \$70,000.00 have been budgeted in the Equipment Replacement Fund Account No. 65.502.02.401 for this purchase.

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS WAIVING THE BIDDING PROCESS AND APPROVING THE
PURCHASE OF TWO (2) LIFEPAK 15 HEART MONITOR/DEFIBRILLATORS
AND RELATED SERVICE AGREEMENTS FOR THE FIRE DEPARTMENT**

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

WHEREAS, in order to protect lives, firefighter-paramedics must have appropriate cardiac monitor/defibrillators; and

WHEREAS, in order to protect lives, firefighter-paramedics must be trained in the use of the heart monitor/defibrillators; and

WHEREAS, compatibility among the department's heart monitor/defibrillators are necessary to assure consistent training and patient care; and

WHEREAS, possessing different brands of heart monitor/defibrillators would negatively impact both the fire department's supplies and training budgets; and,

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

WHEREAS, the President and Board of Trustees have determined that it is in the best interest of the health and safety of the citizens of the Village of Villa Park and firefighters in surrounding jurisdictions to authorize the purchase of two (2) Lifepak 15 V4 heart monitor/defibrillators and associated service contracts from Stryker Medical Division, 1901 Romence Rd. Parkway, Portage MI 49002 at a cost not to exceed \$70,000.00, which includes a \$13,000.00 trade-in credit for two (2) Lifepak 15 (V1) heart monitors/defibrillators.

Resolution No.: _____

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

Section 1. That the purchase of two (2) Lifepak 15 (V4) heart monitor/defibrillators and associated service contracts be exempt from the requirements of competitive bidding under Section 2-220 of the Municipal Code and be purchased from Stryker Medical Division, 1901 Romence Rd. Parkway, Portage MI 49002, at a cost not to exceed \$70,000.00.

Section 2. That the Village Manager is hereby authorized to execute the purchase in an amount not to exceed of \$70,000.00 for two (2) Lifepak 15 (V4) heart monitor/defibrillators and associated service contracts.

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

PASSED THIS _____ DAY OF _____, 2021

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

APPROVED THIS _____ DAY OF _____, 2021.

Attest:

VILLAGE PRESIDENT

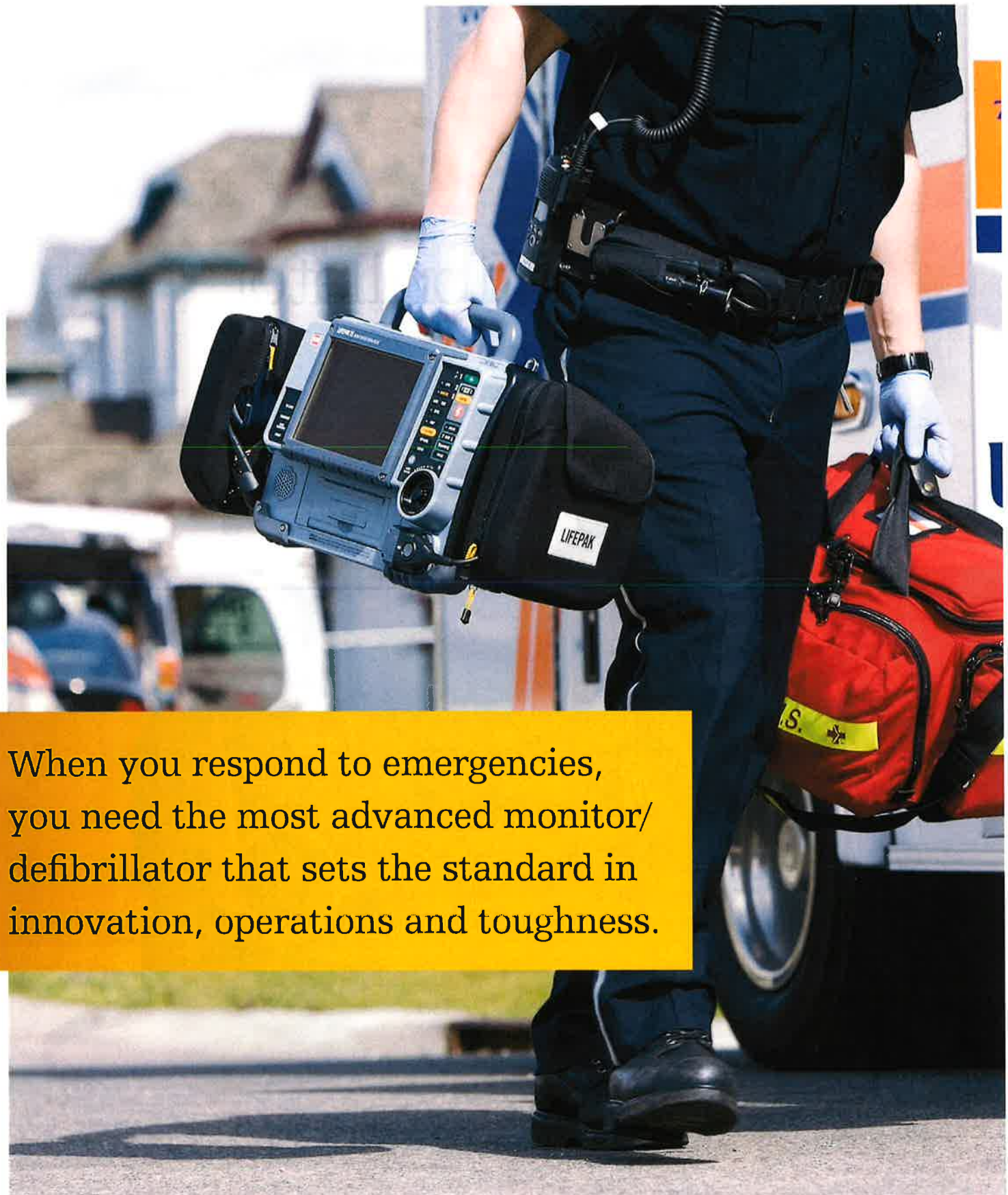
VILLAGE CLERK

LIFEPAK[®] 15

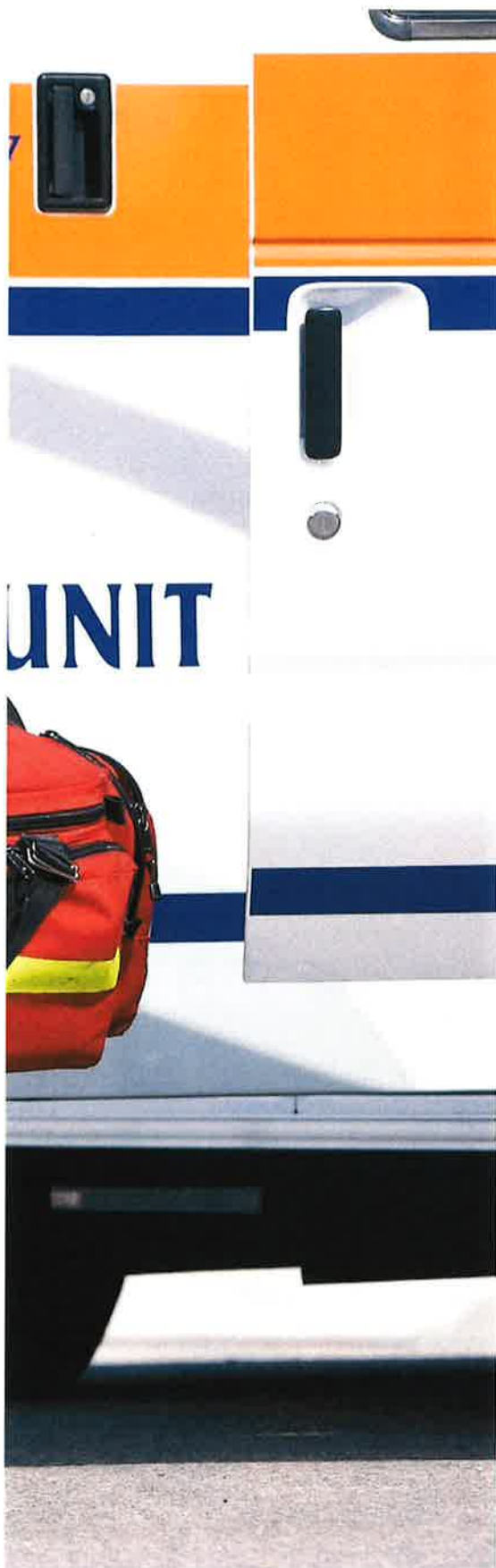
monitor/defibrillator



For emergency medical services



When you respond to emergencies, you need the most advanced monitor/defibrillator that sets the standard in innovation, operations and toughness.



The LIFEPAK 15 monitor/defibrillator delivers

Physio-Control defibrillators have set the standard for six decades, and the latest version of the LIFEPAK 15 monitor/defibrillator raises the bar. As our most advanced emergency response monitor/defibrillator, the LIFEPAK 15 device balances sophisticated clinical technologies and supreme ease of use in a device that's tough enough to stand up to your most challenging environments. Evolving from its original platform, the LIFEPAK 15 features temperature monitoring and external power to complement 360J of energy and 12-lead ECG transmission capability. And that means your team can be even more effective.

A LIFEPAK device never stands on its own—and the LIFEPAK 15 monitor is no different. Physio-Control is committed to providing innovative solutions for emergency response care, from first responders to throughout the hospital.

Our products have helped save tens of thousands of lives. We're proud to continue this work with the features in the LIFEPAK 15 monitor/defibrillator.

The standard in clinical innovation

The pioneer in portable defibrillation and monitoring technology, Physio-Control is committed to creating technologies and devices that change the way you provide emergency care. You can see the results in the latest version of the LIFEPAK 15 monitor/defibrillator, which sets the standard in innovation—yet again.



Advanced monitoring parameters

With more monitoring capabilities than any other monitor/defibrillator, the LIFEPAK 15 gives you EtCO₂ with continuous waveform capture. Masimo® Rainbow® technology helps you detect hard-to-diagnose conditions



and improve patient care with noninvasive monitoring of carbon monoxide, SpO₂ and methemoglobin. In addition, the LIFEPAK 15 offers temperature monitoring—and like other data, you can transmit it to other systems, trend it, or display for post-event review in CODE-STAT™ data review software.

Advanced support for treating cardiac patients

The LIFEPAK 15 continuously monitors all 12 leads in the background and alerts you to changes using the ST-Segment trend monitoring feature, after acquiring the initial 12-lead. Additionally, STJ values are included on the 12-lead printout to help you identify changes. The LIFEPAK 15 also works seamlessly with the web-based LIFENET System 5.0, so you can automatically share critical patient data with multiple patient care teams.

Full energy up to 360 joules, for every patient who needs it

The LIFEPAK 15 monitor/defibrillator features 360J biphasic technology, which gives you the option of escalating your energy dose up to 360J for difficult-to-defibrillate patients. Why is this necessary? Recent studies have shown that refrillation is common among VF cardiac arrest patients and that defibrillation of recurring episodes of VF is increasingly difficult. A randomized controlled clinical trial shows the rate of VF termination was higher with an escalating higher energy regimen of 200J and over.¹

Proven CPR guidance and post event review

The CPR Metronome in the LIFEPAK 15 monitor uses audible prompts to guide you without distracting vocal critique. A metronome has been a feature that has been demonstrated to help professionals perform compressions and ventilations within the recommended range of the 2015 AHA Guidelines. Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4} And by transmitting code data directly to CODE-STAT Data Review software, EMS personnel can review CPR statistics and provide training and feedback where it is most needed.



Post-event review of CPR data and delivering feedback to the team has been shown to be effective in improving CPR quality in both hospital and out-of-hospital.^{2,3,4}

The standard in operational effectiveness

Flexible, connected and easy to use, the LIFEPAK 15 monitor/defibrillator was designed based on the feedback and needs specific to working in the field.

Dual-mode LCD screen with SunVue™ display

Switch from full-color to high-contrast SunVue mode with a single touch for the best full-glare view in the industry. A large screen (8.4 inches diagonally) and full-color display provide maximum viewability from all angles.

Flexible power options

Choose between external worldwide AC or DC power, or use the latest Lithium-ion dual battery technology for up to six hours of power. The LIFEPAK 15 monitor's two-battery system requires no maintenance or conditioning, and allows you to charge batteries in the device. In addition, you can track the status and service life of your batteries using LIFENET™ Asset, part of the LIFENET System data network.

Data connectivity

The LIFEPAK 15 collects code summaries and equipment status data along with critical clinical information as you treat patients. Using LIFENET Connect, part of the LIFENET System data network, the code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software. Your equipment manager can also view equipment status on the LIFENET System 5.0 using LIFENET Asset and alert you to any potential issues.

Upgradable platform

The LIFEPAK 15 platform is flexible enough to adapt to evolving protocols and new guidelines, and can be upgraded as you're ready to deliver new capabilities. With more processing power and speed, the LIFEPAK 15 is designed to grow as your needs change, helping you avoid costly premature replacements.

Attention to detail

The LIFEPAK 15 monitor is designed based on field feedback to make it a more effective tool. The LIFEPAK 15 has a larger handle for easier handoffs, an easy to clean keypad, and a common interface to the LIFEPAK 12 defibrillator/monitor that helps reduce training.

Code summaries can be sent directly to your quality improvement team for review with CODE-STAT Data Review Software.

The standard in toughness

We believe LIFEPAK equipment should live up to the highest expectations of those working in the harshest settings. The LIFEPAK 15 is LIFEPAK TOUGH™, with improved ruggedness and durability you can rely on.

Works when dropped, kicked, soaked or dirty

The LIFEPAK 15 monitor/defibrillator passes 30-inch drop tests, which is equal to falling off a cot or dropping it in transit. And with an IP44 rating, it doesn't matter how wet or dirty it gets, so you can keep working in steady wind, rain and other harsh environments.

Toughened inside and out

We heard from emergency response teams that they wanted a tougher device—so we added a shock-absorbing handle, a double-layer screen that can take a beating from doorknobs and cot handles, and redesigned cable connections for confident monitoring and therapy delivery.

Unmatched field service

The unit's self-checking feature alerts our service team if the device needs attention. Our on site maintenance and repair, access to original manufacturer parts, and highly trained, experienced service representatives give you the peace of mind that your LIFEPAK 15 monitor will be ready when you need it.*



Data connectivity



LIFEPAK TOUGH™



Dual-mode LCD screen with SunVue display

*A variety of customized service options are available.



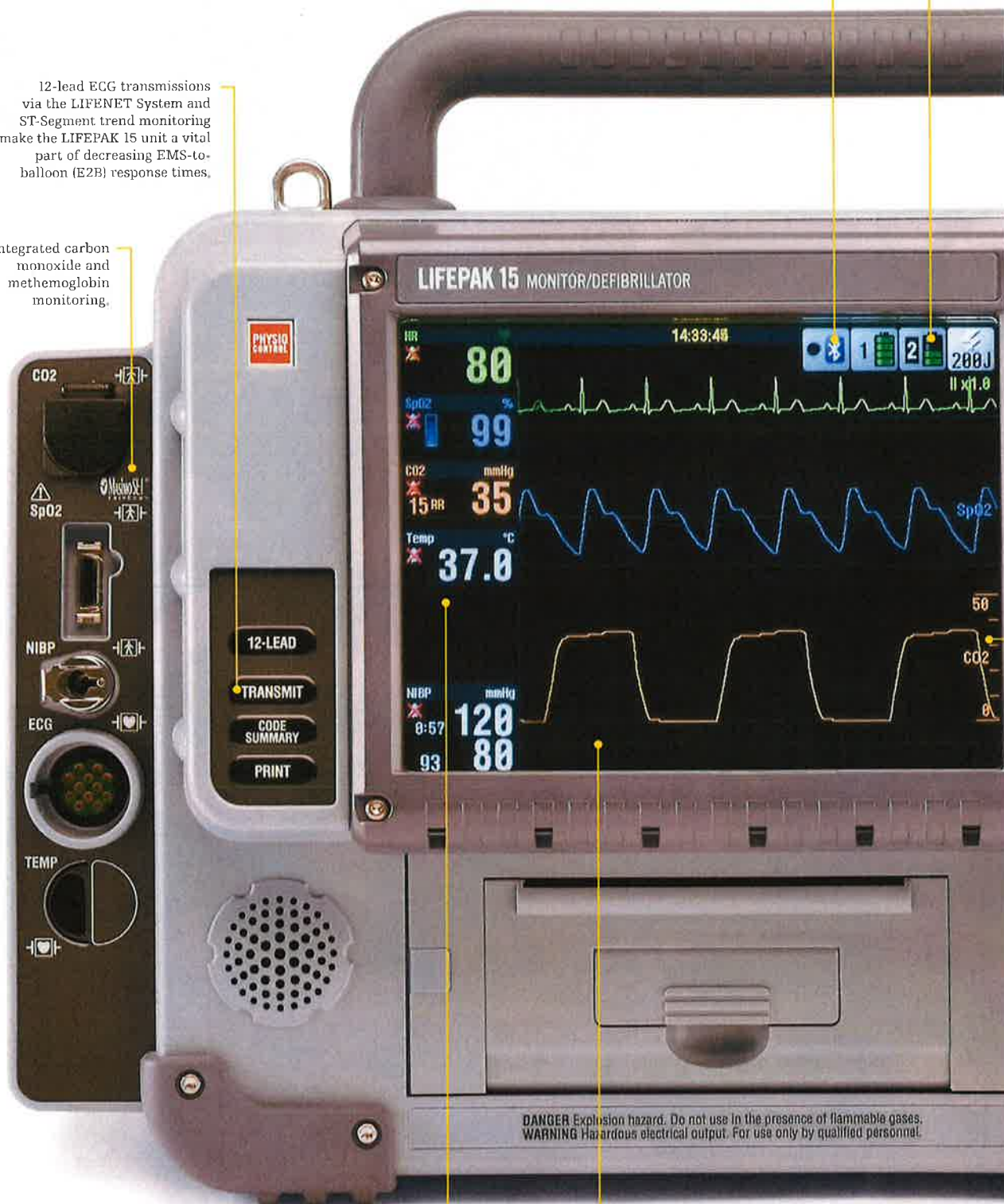
LIFEPAK 15 monitor/defibrillator

The latest lithium-ion battery technology and dual battery system allows for nearly six hour run time, automatic switching between external power and batteries and an approximate two-year replacement cycle.

Easy one-touch Bluetooth® data transmission.

12-lead ECG transmissions via the LIFEPAK 15 unit a vital part of decreasing EMS-to-balloon (E2B) response times,

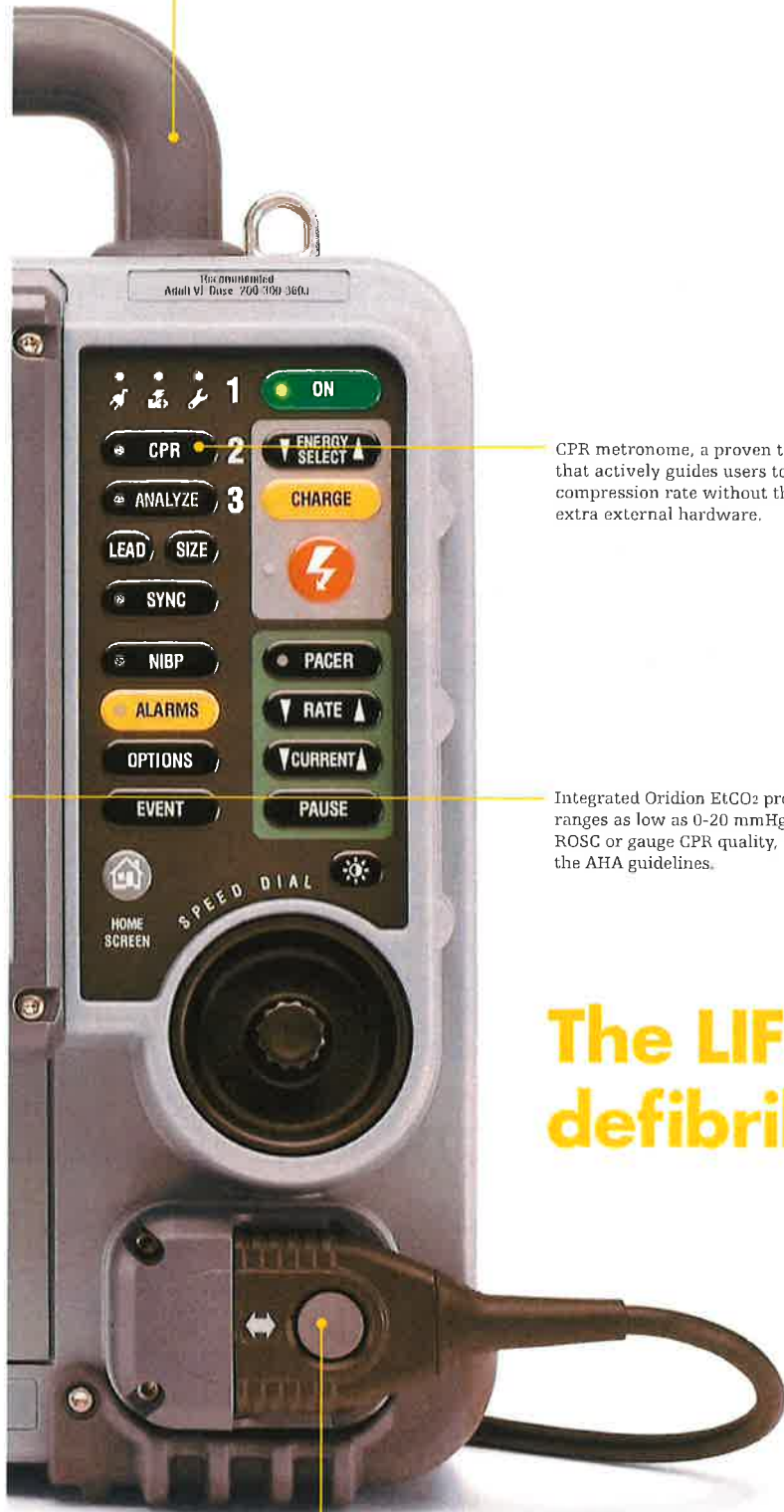
Integrated carbon monoxide and methemoglobin monitoring.



On-screen temperature display in either Celsius or Fahrenheit.

Large screen for better visibility and easy monitoring and one touch to switch from LCD color view to SunVue™ mode for best viewing in sunlight.

Ergonomically designed handle has built-in shock absorbers for cushion and fits two gloved hands for easy pass off.

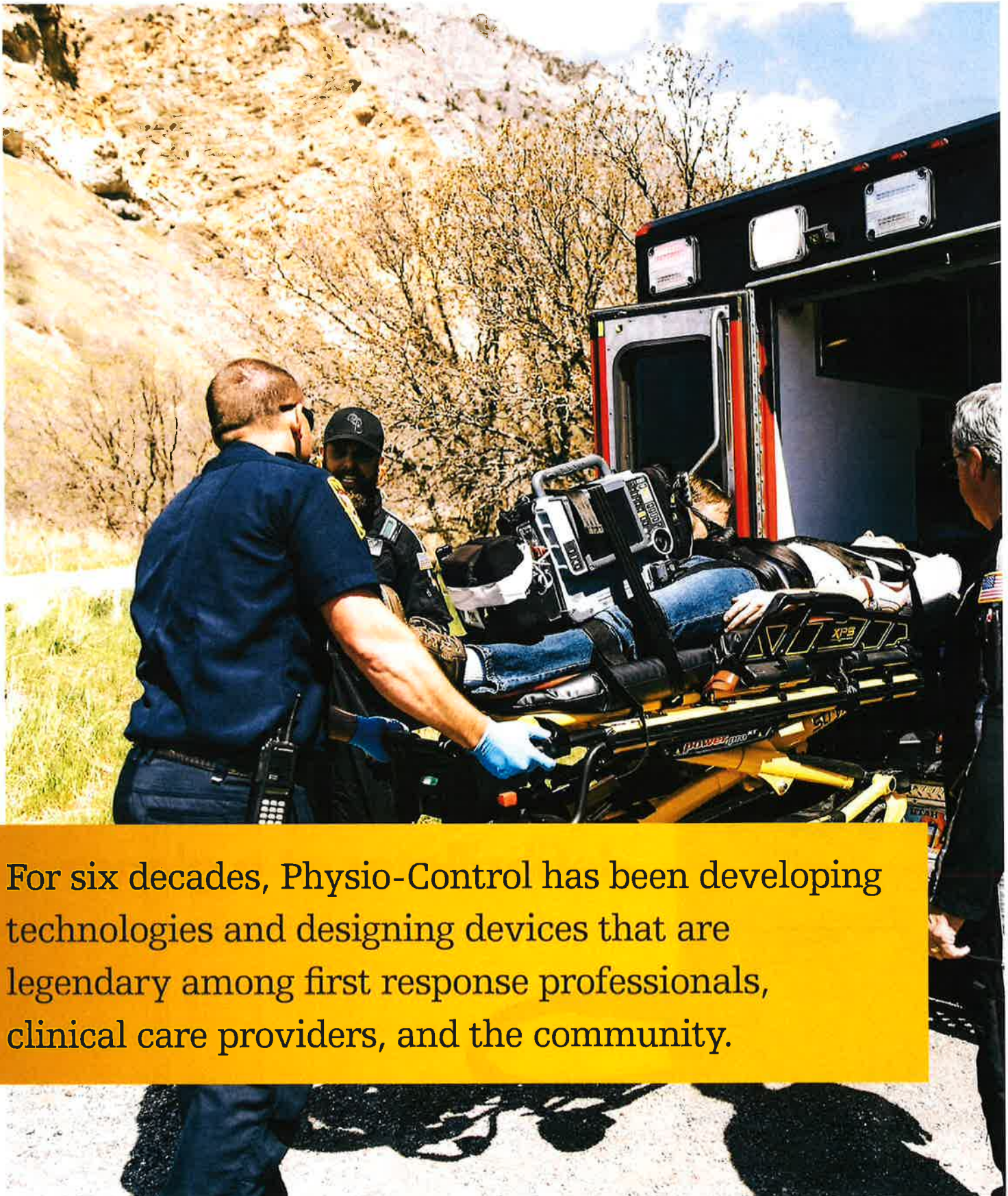


CPR metronome, a proven technology that actively guides users to a consistent compression rate without the need for extra external hardware.

Integrated Oridion EtCO₂ provides waveform ranges as low as 0-20 mmHg to help identify ROSC or gauge CPR quality, consistent with the AHA guidelines.

The LIFEPAK 15 monitor/ defibrillator at a glance

Redesigned cable connector for confidence in secure therapy delivery.



For six decades, Physio-Control has been developing technologies and designing devices that are legendary among first response professionals, clinical care providers, and the community.



A legacy of trust

Since we were founded in 1955, Physio-Control has been giving medical professionals around the world legendary quality and constant innovation. Our LIFEPAK devices have been carried to the top of Mount Everest. They've been launched into orbit on the International Space Station. And you'll find more than half a million units in use today on fire rescue rigs, ambulances, and hospital crash carts worldwide.

We are inspired and informed by the rescuers who choose our products to save lives. The knowledge gained from working with some of the world's largest EMS organizations helps us constantly improve clinical standards and durability.

Today, we continue our legacy of innovation with leading technologies that improve patient care. Our 360J biphasic technology gives patients the best chance at survival. Our secure, web-based flow of ECG data helps improve STEMI patient outcomes. And our carbon monoxide monitoring helps catch the number one cause of poisoning deaths.

From the streets to the emergency room to the administrative office, we offer a powerful suite of solutions that range from code response to quality control analysis. And even as we bring ground-breaking products to the market, some things don't change. As always, when you choose our products, you don't just get a device. You also get the most comprehensive warranty in the business, industry-leading technical service, and a partner with six decades of experience in emergency care.

For more information about the LIFEPAK 15 monitor/defibrillator—and how it can help you do what you do best—please contact your local Physio-Control representative or visit www.physio-control.com.

Specifications

General

The LIFEPAK 15 monitor/defibrillator has six main operating modes:

AED mode: for automated ECG analysis and a prompted treatment protocol for patients in cardiac arrest.

Manual mode: for performing manual defibrillation, synchronized cardioversion, noninvasive pacing, and ECG and vital sign monitoring.

Archive mode: for accessing stored patient information.

Setup mode: for changing default settings of the operating functions.

Service mode: for authorized personnel to perform diagnostic tests and calibrations.

Demo mode: for simulated waveforms and trend graphs for demonstration purposes.

Physical characteristics

Weight:

- Basic monitor/defibrillator with new roll paper and two batteries installed: 17.5 lb (7.9 kg)
- Fully featured monitor/defibrillator with new roll paper and two batteries installed: 18.5 lb (8.4 kg)

Lithium-ion battery: ≤1.3 lb (0.6 kg)

Accessory bags and shoulder strap: 3.9 lb (1.77 kg)

Standard (hard) paddles: 2.1 lb (0.95 kg)

Height: 12.5 in (31.7 cm)

Width: 15.8 in (40.1 cm)

Depth: 9.1 in (23.1 cm)

Display

Size (active viewing area): 8.4 in (212 mm) diagonal; 6.7 in (171 mm) wide x 5.0 in (128 mm) high

Resolution: display type 640 dot x 480 dot color backlit LCD

User selectable display mode: full color or SunVue™ display high contrast

Display: a minimum of 5 seconds of ECG and alpha-numeric for values, device instructions, or prompts

Display: up to three waveforms

Waveform display sweep speed: 25 mm/sec for ECG, SpO₂, IP, and 12.5 mm/sec for CO₂

Data management

The device captures and stores patient data, events (including waveforms and annotations), and continuous waveform and patient impedance records in internal memory.

The user can select and print reports, and transfer the stored information via supported communication methods.

Report types:

- Three format types of CODE SUMMARY™ critical event record: short, medium, and long
- 12-lead ECG with STEMI statements
- Continuous Waveform (transfer only)
- Trend Summary
- Vital Sign Summary
- Snapshot

Memory capacity: Total capacity is 360 minutes of continuous ECG, 90 minutes of continuous data from all channels, or 400 single waveform events. Maximum memory capacity for a single patient includes up to 200 single waveform reports and 90 minutes of continuous ECG.

Communications

The device is capable of transferring data records by wired or wireless connection. This device complies with Part 15 of the FCC rules, and its operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

- Serial Port RS232 communication + 12V available
- Limited to devices drawing maximum 0.5 A current
- Bluetooth® technology provides short-range wireless communication with other Bluetooth-enabled devices

Monitor

ECG

ECG is monitored via several cable arrangements:

A 3-wire cable is used for 3-lead ECG monitoring.

A 5-wire cable is used for 7-lead ECG monitoring.

A 10-wire cable is used for 12-lead ECG acquisition.

When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

Standard paddles or QUIK-COMBO pacing/defibrillation/ECG electrodes are used for paddles lead monitoring.

Frequency response:

- Monitor: 0.5 to 40 Hz or 1 to 30 Hz
- Paddles: 2.5 to 30 Hz
- 12-lead ECG diagnostic: 0.05 to 150 Hz

Lead selection:

- Leads I, II, III, (3-wire ECG cable)
- Leads I, II, III, AVR, AVL, and AVF acquired simultaneously (4-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, and C lead acquired simultaneously (5-wire ECG cable)
- Leads I, II, III, AVR, AVL, AVF, V1, V2, V3, V4, V5, and V6 acquired simultaneously (10-wire ECG cable)

ECG size: 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead)

Heart rate display:

- 20–300 bpm digital display
- Accuracy: ±4% or ±3 bpm, whichever is greater
- QRS Detection Range Duration: 40 to 120 msec
- Amplitude: 0.5 to 5.0 m

Common mode rejection (CMRR): ECG Leads: 90 dB at 50/60 Hz

SpO₂/SpCO/SpMet

Sensors:

- MASIMO™ sensors including RAINBOW™ sensors
- NELLCOR™ sensors when used with the MASIMO RED™ MNC adapter

SpO₂

Displayed saturation range: “<50” for levels below 50%; 50 to 100%

Saturation accuracy: 70–100% (0–69% unspecified)

Adults/pediatrics:

±2 digits (during no motion conditions)

±3 digits (during motion conditions)

Dynamic signal strength bar graph

Pulse tone as SpO₂ pulsations are detected

SpO₂ update averaging rate user selectable:

4, 8, 12 or 16 seconds

SpO₂ sensitivity user selectable: Normal, High

SpO₂ measurement: Functional SpO₂ values are displayed and stored

Pulse rate range: 25 to 240 bpm

Pulse rate accuracy (adults/pediatrics):

±3 digits (during no motion conditions)

±5 digits (during motion conditions)

Optional SpO₂ waveform display with autogain control

SpCO*

SpCO concentration display range: 0 to 40%

SpCO accuracy: ±3 digits

SpMET*

SpMet saturation range: 0 to 15.0%

SpMet display resolution: 0.1% up to 10%

SpMet accuracy: ±1 digit

NIBP

Blood pressure systolic pressure range: 30 to 255 mmHg

Diastolic pressure range: 15 to 220 mmHg

Mean arterial pressure range: 20 to 235 mmHg

Units: mmHg

Blood pressure accuracy: ±5 mmHg

Blood pressure measurement time: 20 seconds, typical (excluding cuff inflation time)

Pulse rate range: 30 to 240 pulses per minute

Pulse rate accuracy: ±2 pulses per minute or ±2%, whichever is greater

Operation features initial cuff pressure: User selectable, 80 to 180 mmHg

Automatic measurement time interval: User selectable, from 2 min to 60 min

Automatic cuff deflation excessive pressure: If cuff pressure exceeds 290 mmHg

Excessive time: If measurement time exceeds 120 seconds

CO₂

CO₂ range: 0 to 99 mmHg (0 to 13.2 kPa)

Units: mmHg, %, or kPa

Respiration rate accuracy:

- 0 to 70 bpm: ±1 bpm
- 71 to 99 bpm: ±2 bpm

Respiration rate range: 0 to 99 breaths/minute

Rise time: 190 msec

Response time: 3.3 seconds (includes delay time and rise time)

Initialization time: 30 seconds (typical), 10–180 seconds

Ambient pressure: automatically compensated internally

Optional display: CO₂ pressure waveform

- Scale factors: Autoscale, 0–20 mmHg (0–4 Vol%), 0–50 mmHg (0–7 Vol%), 0–100 mmHg (0–14 Vol%)

Invasive pressure

Transducer type: Strain-gauge resistive bridge

Transducer Sensitivity: 5µV/V/mmHg

Excitation voltage: 5 Vdc

Connector: Electro Shield: CXS 3102A 14S-6S

Bandwidth: Digital filtered, DC to 30 Hz (< -3db)

Zero drift: 1 mmHg/hr without transducer drift

Zero adjustment: ±150 mmHg including

transducer offset

Numeric accuracy: ±1 mmHg or 2% of reading, whichever is greater, plus transducer error

Pressure range: -30 to 300 mmHg, in six user selectable ranges

Invasive pressure display

Display: IP waveform and numerics

Units: mmHg

Labels: P1 or P2, ART, PA, CVP, ICP, LAP (user selectable)

Temperature

Range: 76.6° to 113.4°F (24.8° to 45.2°C)

Resolution: 0.1°C

Accuracy: ±0.2°C including sensor

Reusable temperature cable: 5 foot or 10 foot

Disposable sensor types: Surface–Skin; Esophageal/Rectal

Trend

Time scale: Auto, 30 minutes, 1, 2, 4, or 8 hours

Duration: Up to 8 hours

ST segment: After initial 12-lead ECG analysis, automatically selects and trends ECG lead with the greatest ST displacement

Display choice of: HR, PR (SpO₂), PR (NIBP), SpO₂ (%), SpCO (%), SpMet (%), CO₂ (EtCO₂/FiCO₂), RR (CO₂), NIBP, IP1, IP2, ST

Alarms

Quick set: Activates alarms for all active vital signs

VF/VT alarm: Activates continuous (CPSS) monitoring in Manual mode

No breath alarm: Occurs when 30 seconds has elapsed since last detected respiration

Heart rate alarm limit range: Upper, 100–250 bpm; lower, 30–150 bpm

Interpretive algorithm

12-Lead interpretive algorithm: University of Glasgow 12-Lead ECG Analysis Program, includes AMI and STEMI statements

Printer

Prints continuous strip of the displayed patient information and reports

Paper size: 3.9 in (100 mm)

Print speed: 25 mm/sec or 12.5 mm/sec
• Optional: 50 mm/sec time base for 12-lead ECG reports

Delay: 8 seconds

Autoprint: Waveform events print automatically

Frequency response:

- Diagnostic: 0.05 to 150 Hz or 0.05 to 40 Hz
- Monitor: 0.67 to 40 Hz or 1 to 30 Hz

Defibrillator

Biphasic waveform: Biphasic Truncated Exponential

The following specifications apply from 25 to 200 ohms, unless otherwise specified:

Energy accuracy: ± 1 joule or 10% of setting, whichever is greater, into 50 ohms, ± 2 joules or 15% of setting, whichever is greater, into 25-175 ohms,

Voltage compensation: Active when disposable therapy electrodes are attached. Energy output within $\pm 5\%$ or ± 1 joule, whichever is greater, of 50 ohms value, limited to the available energy which results in the delivery of 360 joules into 50 ohms.

Paddle options: QUIK-COMBO[®] pacing/defibrillation/ECG electrodes (standard), Cable Length 8 foot long (2.4 m) QUIK-COMBO cable (not including electrode assembly).

Standard paddles (optional)

Manual mode

Energy select: 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules

Charge time: Charge time to 360 joules in less than 10 seconds, typical

Synchronous cardioversion: Energy transfer begins within 60 msec of the QRS peak

Paddles leads off sensing: When using QUIK-COMBO electrodes, the device indicates Paddles Leads Off if the resistive part of the patient impedance is greater than $300 \pm 15\%$ ohms, or if the magnitude of the patient impedance is greater than $440 \pm 15\%$ ohms.

AED Mode

Shock Advisory System[™] (SAS): an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.

Shock ready time: Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is "SHOCK ADVISED"

Biphasic output: Energy Shock levels ranging from 150–360 joules with same or greater energy level for each successive shock

cprMAX[™] Technology: In AED mode, cprMAX[™] technology provides a method of maximizing the CPR time that a patient receives, with the overall goal of improving the rate of survival of patients treated with AEDs.

Setup options:

- Auto Analyze: Allows for auto analysis. Options are OFF, AFTER 1ST SHOCK
- Initial CPR: Allows the user to be prompted for CPR for a period of time prior to other activity. Options are OFF, ANALYZE FIRST, CPR FIRST
- Initial CPR Time: Time interval for Initial CPR. Options are 15, 30, 45, 60, 90, 120, and 180 seconds.
- Pre-Shock CPR: Allows the user to be prompted for CPR while the device is charging. Options are OFF, 15, 30 seconds.
- Pulse Check: Allows the user to be prompted for a pulse check at various times. Options are ALWAYS, AFTER EVERY SECOND NSA, AFTER EVERY NSA, NEVER
- Stacked Shocks: Allows for CPR after 3 consecutive shocks or after a single shock. Options are OFF, ON
- CPR Time: 1 or 2 User selectable times for CPR. Options are 15, 30, 45, 60, 90, 120, 180 seconds and 30 minutes.

Pacer

Pacing mode: Demand or non-demand rate and current defaults

Pacing rate: 40 to 170 PPM

Rate accuracy: $\pm 1.5\%$ over entire range

Output waveform: Monophasic, truncated exponential current pulse (20 ± 1 ms)

Output current: 0 to 200 mA

Pause: Pacing pulse frequency reduced by a factor of 4 when activated

Refractory period: 180 to 280 msec (function of rate)

Environmental

Unit meets functional requirements during exposure to the following environments unless otherwise stated.

Operating temperature: 32° to 113°F (0° to 45°C); -4°F (-20°C) for 1 hour after storage at room temperature; 140°F (60°C) for 1 hour after storage at room temperature

Storage temperature: -4° to 149°F (-20° to 65°C) except therapy electrodes and batteries

Relative humidity, operating: 5 to 95%, non-condensing. NIBP: 15 to 95%, non-condensing

Relative humidity, storage: 10 to 95%, non-condensing

Atmospheric pressure, operating: -1,253 to 15,000 ft (-382 to 4,572 m), NIBP: -500 to 10,000 ft (-152 to 3,048 m)

Water resistance, operating: IP44 (dust and splash resistance) per IEC 529 and EN 1789 (without accessories except for 12-lead ECG cable, hard paddles, and battery pack)

Vibration: MIL-STD-810E Method 514.4, Propeller Aircraft - category 4 (figure 514.4-7 spectrum a), Helicopter - category 6 (3.75 Grms), Ground Mobile - category 8 (3.14 Grms), EN 1789: Sinusoidal Sweep, 1 octave/min, 10-150 Hz, ± 0.15 mm/2 g

Shock (drop): 5 drops on each side from 18 inches onto a steel surface EN 1789: 30-inch drop onto each of 6 surfaces

Shock (functional): Meets IEC 60068-2-27 and MIL-STD-810E shock requirements 3 shocks per face at 40 g, 6 ms half-sine pulses

Bump: 1000 bumps at 15 g with pulse duration of 6 msec

Impact, non-operating: EN 60601-1 0.5 + 0.05 joule impact UL 60601-1 6.78 Nm impact with 2-inch diameter steel ball. Meets IEC62262 protection level IK 04.

EMC: EN 60601-1-2:2006 Medical Equipment -General Requirements for Safety - Collateral

Standard: Electromagnetic Compatibility - Requirements and Tests EN 60601-2-4:2003: (Clause 36) Particular Requirements for the Safety of Cardiac Defibrillators and Cardiac Defibrillator-Monitors

Cleaning: Cleaning 20 times with the following: Quaternary ammonium, isopropyl alcohol, hydrogen peroxide

Chemical resistance: 60 hour exposure to specified chemicals: Betadine (10% Povidone-Iodine solution), Coffee, Cola, Dextrose (5% Glucose solution), Electrode Gel/Paste (98% water, 2% Carbopol 940), HCL (0.5% solution, pH=1), Isopropyl Alcohol, NaCl solution (0.9% solution), Cosmetic discoloration of the paddle well shorting bar shall be allowed following exposure to HCL (0.5% solution).

Power

Power adapters: AC or DC

Power Adapters provide operation and battery charging from external AC or DC power

- Full functionality with or without batteries when connected to external AC/DC
- Typical battery charge time while installed in LIFEPAK 15 device is 190 minutes
- Indicators: external power indicator, battery charging indicator

Dual battery: Capability with automatic switching

Low battery indication and message: Low battery fuel gauge indication and low battery message in status area for each battery

Replace battery indication and message:

Replace battery fuel gauge indication, audio tones and replace battery message in the status area for each battery. When replace battery is indicated, device auto-switches to second battery. When both batteries reach replace battery condition, a voice prompt instructs user to replace battery.

Battery capacity

For two, new fully-charged batteries, 68°F (20°C)

Operating mode		Monitoring (minutes)	Pacing (minutes)	Defibrillation
				(360J discharges)
Total capacity to shutdown	Typical	360	340	420
	Minimum	340	320	400
Capacity after low battery	Typical	21	20	30
	Minimum	12	10	6

Battery

Battery specifications

Battery type: Lithium-ion

Weight: ≤ 1.3 lb (0.6 kg)

Charge time (with fully depleted battery): 4 hours and 15 minutes (typical)

Battery indicators: Each battery has a fuel gauge that indicates its approximate charge. A fuel gauge that shows two or fewer LEDs after a charge cycle indicates that the battery should be replaced.

Charging temperature range: 41° to 113°F (5° to 45°C)

Operating temperature range: 32° to 113°F (0° to 45°C)

Short term (<1 week) storage temperature range: -4° to 140°F (-20° to 60°C)

Long term (>1 week) storage temperature range: 68° to 77°F (20° to 25°C)

Operating and storage humidity range: 5 to 95% relative humidity, non-condensing

References

1. Stiell I, Walker R, Nesbitt L, et al. Biphasic Trial: A randomized comparison of fixed lower versus escalating higher energy levels for defibrillation in out-of-hospital cardiac arrest. *Circulation*. 2007;115:1511-1517.
2. Edelson D, Litzinger B, Arora V, et al. Improving in-hospital cardiac arrest process and outcomes with performance debriefing. *Arch Intern Med*. 2008;168:1063-1069.
3. Olasveengen T, Wik L, Kramer-Johansen J, et al. Is CPR quality improving? A retrospective study of out-of-hospital cardiac arrest. *Resuscitation*. 2007;75:260-266.
4. Fletcher D, Galloway R, Chamberlain D, et al. Basics in advanced life support: A role for download audit and metronome. *Resuscitation*. 2008;78:127-134.

All claims valid as of August 2018.

Physio-Control is now part of Stryker.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 800.668.8323 (Canada) or visit our website at www.physio-control.com

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GDR 3301019_H



2 LIFEPAK 15v4 MONITORS WITH TRADES

Quote Number: 10253720

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: VILLA PARK FIRE DEPT

Chicago, IL 60673-3308

Attn: Chris Gilliland

Rep: John Fischer

Email: john.fischer@stryker.com

Phone Number:

(630) 728-3252

Mobile: (847) 989-4536

Quote Date: 02/26/2021

Expiration Date: 05/27/2021

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	VILLA PARK FIRE DEPT	Name:	VILLA PARK FIRE DEPT	Name:	VILLAGE OF VILLA PARK
Account #:	1150740	Account #:	1150740	Account #:	1177614
Address:	1440 S ARDMORE AVE	Address:	1440 S ARDMORE AVE	Address:	20 S ARDMORE AVE
	VILLA PARK		VILLA PARK		VILLA PARK
	Illinois 60181-3404		Illinois 60181-3404		Illinois 60181-2610

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	\$30,118.60	\$60,237.20
2.0	41577-000288	Ship Kit -QUICK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	2	\$0.00	\$0.00
3.0	11140-000098	LP15 AC Power Adapter (power cord not included)	2	\$1,410.40	\$2,820.80
4.0	11140-000015	AC power cord	2	\$68.06	\$136.12
5.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$405.08	\$1,620.32
6.0	11140-000080	Extension Cable (5ft 3 in)	2	\$262.40	\$524.80
7.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$524.80	\$1,049.60
8.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$578.10	\$1,156.20
9.0	11160-000011	NIBP Cuff-Reusable, Infant	2	\$18.86	\$37.72
10.0	11160-000013	NIBP Cuff-Reusable, Child	2	\$21.32	\$42.64
11.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$29.52	\$59.04
12.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	2	\$41.82	\$83.64
13.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$276.34	\$552.68
14.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$50.02	\$100.04



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#	Product	Description	Qty	Sell Price	Total
15.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$71.34	\$142.68
16.0	21996-000109	Titan III WiFi Gateway	2	\$848.70	\$1,697.40
17.0	TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	2	-\$6,500.00	-\$13,000.00
Equipment Total:					\$57,260.88

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
18.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	4	2	\$6,120.00	\$12,240.00
ProCare Total:						\$12,240.00

Price Totals:

Grand Total: \$69,500.88

Comments:

SHIPPING IS NO CHARGE. TRADE-IN CREDIT FOR 2 LIFEPAK 15 DEVICES FROM 2012. 4-YR PM/EXTENDED WARRANTY COVERAGE INCLUDED AND WOULD BEGIN AFTER 1 YR FACTORY WARRANTY EXPIRES.

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.



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AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Expert service designed to work for you

When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With our ProCare Service, you can count on trusted experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives.

We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.

Stryker's ProCare Service
plans tailored to your needs

Annual preventive maintenance
inspection service

Documentation for regulating bodies

Stryker-trained service specialist

Loaner device during PMs
and repairs

Discounts on upgrades, accessories
and disposables

Software updates

24/7 telephone support

Stryker OEM parts

Battery servicing and replacement*

Labor and travel expenses

	 Preventive maintenance	 Protect plan	 Prevent plan
Annual preventive maintenance inspection service	●		●
Documentation for regulating bodies	●		●
Stryker-trained service specialist	●	●	●
Loaner device during PMs and repairs	●	●	●
Discounts on upgrades, accessories and disposables	●	●	●
Software updates	●	●	●
24/7 telephone support	●	●	●
Stryker OEM parts		●	●
Battery servicing and replacement*		●	●
Labor and travel expenses	●	●	●

Service details

Onsite Services are performed between 8 a.m. to 5 p.m. local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Service at scheduled times or additional labor charges may apply. Some Services may not be completed onsite. Stryker will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

Ship-In Service will ship your device to the nearest service center for repairs and inspections. We use only original manufacturer parts, and services will be performed at a designated Stryker facility. Stryker will cover round-trip shipping (ground only) for covered equipment sent to our designated facility for service.

Loaners will be provided if Covered Equipment must be removed from use to complete repairs. Stryker will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner in the same condition as received, upon the earlier of the return of the removed Covered Equipment or Stryker request.

Updates are changes to a device to enhance its current features, stability or software. Stryker will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates at a time other than regularly scheduled Services will be billed on a separate invoice at 20% off the then-current list price of the Update. If parts must be replaced to accommodate installation of new software, such parts may be purchased at 30% off the then-current list price.

Upgrades are major, standalone versions of software or the addition of features or capabilities to a device. For all Service Plans, Upgrades are not provided under the Plan and must be purchased separately. Upgrades are available at 17% off the then-current list price.

Service Plans do not include: supply or repair of accessories or disposables; repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes or other products not distributed by Stryker; replacement or repair of cases; repair or replacement of items not originally distributed or installed by Stryker; Upgrades and installation of Upgrades.

Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality

Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*

Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.



LIFEPAK 15
monitor/defibrillator

Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker

Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans



LUCAS 2/3
chest compression system

Preventive maintenance

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service

Protect plan

- Repairs (parts and labor) to restore equipment to manufacturer specifications

Prevent plan

- Combines benefits of Protect and Preventive Maintenance Service Plans



LIFEPAK 1000
defibrillator

Service Plans are also available for the LIFEPAK 20e, and LIFEPAK CR2 devices.

To find out more about our Service Plans, please contact your Stryker Representative, or call 1-800-STRYKER

*Feature is available based on product specification and customization of package.

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June 2020

LIFEPAK® 15 monitor/defibrillator service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market, which limits the service support available for this product. Service on the LIFEPAK 15 with Part Numbers beginning with v15-5 or v15-7 are unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support.
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only.
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections.
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability.

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

Stryker does not contract nor provide service parts to any third-party service providers, but instead has a dedicated ProCare Service team who is the only approved service provider for our products.

As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

We thank you for your business and continued partnership. We are committed to providing high-quality, clinically supported products so that you can be confident in the care you are providing to your communities. Please contact your local Stryker sales representative if you have additional questions or to discuss trade-up and flexible financing options for our current LIFEPAK 15 device.

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Emergency Care

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Village Board of Trustees Agenda Item Report

Meeting Date: March 22, 2021

Submitted by: Amy Raffel

Submitting Department: Village Board

Item Type: Report/Presentation

Agenda Section: Executive Session

Subject:

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. 5ILCS 120/2 (c) (5) Purchase or Lease of Property
- 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

Suggested Action:

Attachments:

[3.22.21 Executive Session Agenda.docx](#)



Village of Villa Park

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EXECUTIVE SESSION

March 22, 2021

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approve Minutes
4. Executive Session – 5ILCS 120/2
 - a. (c) (1) Personnel Matters
 - b. (c) (2) Collective Bargaining Matters
 - c. (c) (5) Purchase or Lease of Property
 - d. (c) (6) Sale or Lease of Property
 - e. (c) (11) Pending Litigation
 - f. (c) (21) Discussion of Closed Session Minutes
5. Adjournment