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

Next Ordinance No. 4726
Next Resolution No. 2145

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

Village Board of Trustees

March 14, 2022 **7:00 PM**

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

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Presentations

3.a Life Saving Award

4. Public Comments on Agenda Items

5. Amendments to the Agenda

6. Consent Agenda

6.a Minutes from the February 28, 2022 Village Board Meeting

Minutes Feb 28 2022.docx

6.b Bill Listings for the Weeks of March 2, 2022 and March 7, 2022 in the Total Amount of $724,818.99

2022-0303 CY21 Weekly Chk Report.pdf
2022-0303 CY22 Weekly Chk Report.pdf
2022-0307 CY21 Weekly Chk Report.pdf
2022-0307 CY22 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, Increasing the Number of Class "EE" Liquor Licenses to Sell Beer and Wine Only to Patrons Seated at Tables for Consumption On Premise

Ronald, Donna, and Mark Brown, doing business as Captain B's Shrimp House II, Inc. located at 231 W. North Ave., would like to sell beer and wine only to patrons seated at tables for consumption on the premises. The Browns submitted the necessary documentation and have been approved by the Local Liquor Control Commission to acquire a liquor license. If approved, this ordinance would increase the total number of Class "EE" licenses to ten (10) and the Village would have a total number of seventy-one (71) licenses.
Memo - Captain B's Shrimp House.pdf
ORD 4729 Add Class EE License - Captain B's Shrimp House II.docx

8. Second Reading on Ordinances to be Codified

8.a Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 14-207, No Parking Zones, of the Village of Villa Park Municipal Code

The Village has received several complaints and concerns regarding parked vehicles on the 700 Block of North Michigan Avenue, between Ridge Road and Stone Road. Many of these vehicles are illegally parked overnight, unlicensed, damaged or left abandoned. The business owners further advised that trucks making local deliveries are having a very difficult time turning and entering into their business complex due to the parked vehicles on Michigan between Ridge and Stone. The Traffic and Safety Committee has reviewed and discussed this location for several months to provide a recommendation to the Board. On February 1, 2022 the Traffic and Safety Committee recommended an ordinance be considered by the village board to restrict parking on Michigan Avenue, east side from Ridge Road to Stone Road.

Michigan No Parking Memo - DRAFT.docx
ORD 4726 Parking_Change_to_N._Michigan_from_Ridge_to_Stone.DOCX

8.b Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article I of Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal Code

The Village of Villa Park's Traffic and Safety Commission received numerous concerns from residents in the vicinity of Wildwood Avenue and Monterey Avenue regarding the increased volume of truck traffic on the residential streets in that neighborhood. After reviewing the situation for several months, the Traffic and Safety Commission concluded that the best option would be to establish designated local truck routes to control which residential streets in the area may be used for truck deliveries and which may not. The Traffic and Safety Commission has voted to recommend an ordinance amending Article I of Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal Code which, if adopted, would designate four village streets as local truck routes.
Traffic___Safety_Memo.pdf
ORD 4727_-_Truck_Route.docx

Local Truck Routes Map

9. Ordinances

9.a An Ordinance of the Village of Villa Park, DuPage County, Illinois Authorizing and Providing for the Issue of General Obligation Bonds (Alternate Revenue Source), Series 2022A, not to exceed $7,500,000, for the Purpose of Financing a Portion of the Costs to Construct and Equip a Village Recreation Center with the Village; Prescribing the Details of Said Bonds; Providing for the Imposition of Taxes Sufficient to Pay the Same and for the Collection, Segregation, and Application of Certain Village Revenues to Pay Said Bonds

The Village Board approved an ordinance on January 10, 2022 authorizing the issuance of bonds to help fund the proposed recreationally facility in amount of not to exceed $7.5 million. The notice of the issuance of the bonds was published on January 21, 2022 and the Village did not receive any petitions contesting the bond with the 30 day period. Therefore, on March 14th the bonds were issued for sale. This ordinance will allow the sale to be finalized so the Village can receive the additional revenue for the project.

This item satisfies the Long Term Complex Strategic Goal #3 Prepare a master development plan including financial strategies for a recreation complex which would include a swimming pool and recreation center.
Memo.pdf
Villa Park -Ordinance - 2022A(38609746.3).docx
Villa Park - 2022A - Award Packet.pdf
Revenue Sufficiency Report.pdf

10. Resolutions

10.a Resolution of the Village of Villa Park, DuPage County, Illinois Authorizing the Submission of a Grant Application with the Illinois Department of Natural Resources and Approving a Site and Scope Plan to Build a Recreation Center at Lions Park

In September 2021, the Village of Villa Park received notice that the community was awarded $10 million grant from the Illinois Department of Natural Resources (IDNR)- Build Illinois Bond Fund grant towards the purpose of building a recreation facility. Additionally, an ordinance authorizing the issuance of general obligation bonds for the project, in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting and a subsequent ordinance authorizing the sale of the bonds was approved at the March 14, 2022 Board meeting. The site and scope plan is needed for inclusion on the grant application to the IDNR due on March 31, 2022.

This item satisfies the Village's Long-Term Complex Strategic Plan Goal "Prepare a master development plan including financial strategies for a recreation complex which could include a swimming pool and recreation center."

MEMO_-_Recreation_Center_Site___Scope__1_.pdf
Resolution_2145_Approving_IDNR_Grant_Application_and_Site_and_Scope_Plan
Villa Park Lions Community Center_03.11.2022 Plans for Board Presentation.pdf

10.b Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Professional Service Agreement for Architectural and Engineering Services with Williams Architects/Aquatics of Itasca, Illinois for Architectural and Engineering Services in an Amount Not to Exceed $1,378,080

In September 2021, the Village received notice that the community was awarded a $10 million dollar grant from the Illinois Department of Natural Resources (IDNR)- Build Illinois Bond Fund towards the purpose of building a recreation facility. An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved by the board on January 10, 2022. Funds for architectural services are available from the IDNR Build Illinois Bond Fund grant.

This item satisfies the Village's Long-Term Complex Strategic Plan Goal to "prepare a master development plan including financial strategies for a recreation complex which would include a swimming pool and recreation center."

MEMO_-_Williams_Architectural_Services_for_Recreation_Center.pdf
Reso_2146_-_Approving_Professional_Services_Agreement_with_Williams_Architects.docx
2022 02 14 Letter of Proposed Agreement Villa Park Lions Community Center_Basic AE Services (002).pdf

10.c Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Fees for the Village's Swimming Pool for the 2022 Season

Pool pass rates need to be advertised during the month of April 2022 so passes can go on sale in May 2022. The rates were raised 10% for the 2021swim season. Staff and the Parks and Recreation Advisory Commission agree that the fees in 2022 should remain status quo.

This item satisfies the Long Term Complex Strategic Goal #2 Continue to follow a long-term master financial plan to fund all Village needs.
MEMO_-_2022 Pool Pass Rates.doc
RESO 2147_-_2022_Pool_Pass_Rates.docx
Pool Pass Rates History.pdf

10.d Resolution of the Village of Villa Park, DuPage County, Illinois Approving a two (2) year contract with Romano Landscape of Elmhurst, Illinois for the Landscape Maintenance Program in an Amount of $56,200

The Parks Division has been working with multiple landscape companies for several years to assist with maintenance of turf areas, various landscaped flower

beds and 16 median strips and properties along North Avenue. Staff recommends approval of a two year contract with Romano Landscape in the total amount of $56,200 ($27,600 for 2022 and $28,600 for 2023) with the option of a third year. Funds for this have been budgeted in accounts 10.517.00.299 Commuter Parking and Other Contractual Services, 10.517.00.315 (Commuter Parking Other Supplies), 36.502.02.299 (Parks Operations Contractual Services) and 26.502.01.299 TIF 6 North Ardmore Contractual Services.

This item satisfies the Long Term Complex Strategic Goal #1 Continue to use a disciplined maintenance plan and schedule for Village Infrastructure.
MEMO_-_Landscape_Maintenance_Prog.docx
RESO_2148-_Landscape_Maintenance_Agreement.docx
Landscape Maintenance Contract.pdf

10.e Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Professional Services of G.M. Smith & Son Realtors Regarding the Marketing and Sale of Village-Owned Property Located at 440 E. Van Buren Street, Villa Park, Illinois

The Village Board approved the property at 440 E. Van Buren as surplus during the January 10th meeting and directed staff to utilize a local realtor to broker the sale of the property. Staff has reached out to three local realtors to solicit proposals to sale the property. After reviewing the proposals, staff selected G.M. Smith and Son Realtors. The proposal includes the initial marketing position, provide ongoing communication and updates, multiple listing service exposure with national websites such as Zillow, Realtor.com, Trulia, Redfin, social media exposure, open houses, virtual showings, yard sign and feature sheets. The commission will be 5% and if they procure a buyer from their list of clients then the commission will be reduced to 4%. Staff recommends approval of the Residential Marketing Agreement with G.M. Smith and Son and to place the house on the market as soon as possible.

Memo_-_Selection_of_Realtor_440_E_VanBuren.docx
440 E. Van Buren St. CMA.pdf
Reso 2149
Authorizing_the_Professional_Services_of_G.M._Smith___Son_Realtors_Regardi

10.f Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Maple Area Improvement Project for a Net Addition in the Amount of $320,512.25

The Village has a contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in the amount of $3,054,459.02 for the construction of the Maple Area Improvement Project. Proposed Change Order Number 1 consists of the final balancing of contract quantities for work completed in 2021 as measured in the field, as well as, the known extras for work to be completed in Calendar Year 2022. The net amount of proposed final Change Order Number 1 is an addition in the amount of $320,512.25, for an adjusted final contract amount of $3,374,971.27. Staff recommends approval of this change order.

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

Change_Order_01__PARTIAL__-_2022-03-02_-_Memo_-_Maple_Area.pdf
Reso_2150_Approving_Change_Order_01_for_the_Maple_Area_Improvement_P
(2).docx
Change_Order_01__PARTIAL__-_2022-03-02_-_Change_Order_-
_Maple_Area.pdf

10.g Resolution of the Village of Villa Park, DuPage County, Illinois for the Utilization of Motor Fuel Tax Funds for the General Maintenance Activities for Fiscal Year 2022 in the Amount of $860,000

The Village annually transfers a portion of its Motor Fuel Tax (MFT) allotment from the State of Illinois to the Corporate Fund and Street Fund to defray expenses associated with street maintenance, snow removal, streetlight and traffic control electricity and maintenance. A resolution is required to authorize the transfer of MFT funds to the Corporate and Street Funds. The budget account for the transfer to the Corporate Fund is 32.502.02.710 and the budget account for the transfer to the Street Fund is 32.502.02.725. The total amount to be transferred is $860,000.00.

RESO - MFT 2022.pdf

10.h A Resolution of the Village of Villa Park, DuPage County, Illinois Authorizing the Purchase of a Dodge Durango Pursuit Emergency Vehicle for the Fire Department and Three (3) Dodge Durango Pursuit Vehicles for the Police Department Through The Southwest Conference of Mayors Purchasing Cooperative at a Cost Not to Exceed $147,897

The Fire Department is recommending the replacement of vehicle C81, a 10 year old 2012 Chevrolet Tahoe with 105,000 miles. Annually the Police Department budgets replacement of three (3) squad cars. Staff identified Dodge Durango Pursuit Emergency Vehicles available through the Southwest Conference of Mayors Purchasing Cooperative. A total cost of $147,897 for the four emergency vehicles: $36,487 for one (1) Fire Department vehicle and $111,405 for three (3) Police Department vehicles. Because of the current shortage of vehicles, it is necessary for the Village to approve the purchase of the replacement vehicles now to secure delivery before the end of the calendar year. Replacement of the vehicles is budgeted in 65.502.02.401 for the Police Department.

This item satisfies the Long Term Routine Goal #2 Continue to commit to a long-term equipment/fleet replacement plan including a replacement schedule.

Police Department Vehicle Request Memo
Fire Department Vehicle Request Memo
Resolution_2152_Vehicle_Replacement

VILLA PARK PD QUOTE.pdf
2022 C81 Thomas Dodge FD Vehicle Quote.pdf
L 12-15-20 ThomasDodge.pdf

10.i Resolution of the Village of Villa Park, DuPage County, Illinois Waiving the Bidding Requirements and Approving a Five Year Agreement with Motorola Solutions/WatchGuard Video for the Central Evidence Digital Records and Evidence Storage and Associated User Licenses in an Amount Not to Exceed $64,124

The Police Department uses Motorola Solutions WatchGuard Video for most of its technology infrastructure including squad car cameras, body-worn cameras, interview room cameras, and on-premise server. With the inclusion of the body-worn cameras and retention requirements, data storage will quickly outpace storage capabilities available through the Village's on-premise network. Motorola Solutions is the sole provider of WatchGuard compatible products. The WatchGuard Command Central Evidence and Data Storage would allow for unlimited data storage, improved efficiencies, and reduced costs of on-premise network equipment needs. The total cost of the five year agreement is $64,124.

Memo - WatchGuard Storage Solution.pdf
Reso
2153_Approving_WatchGuard_Storage_Solution_Agreement_and_Waiving_Biddi
WatchGuard Quote 3.2022.pdf
SSO Watchguard Master Agreement.pdf

11. Public Comments on Non-Agenda Items

12. Village Clerk's Report

13. Village Trustees' Report

14. Village President's Report

15. Village Manager's Report

16. Adjournment

Next Meeting is Scheduled for March 28, 2022

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 14, 2022
Submitted by: Suzanne McVey
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Presentations

Subject:
Life Saving Award

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Suzanne McVey
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Consent Agenda

Subject:
Minutes from the February 28, 2022 Village Board Meeting

Suggested Action:

Attachments:
Minutes Feb 28 2022.docx

Next Ordinance No. 4276
Next Resolution No. 2145

VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

February 28, 2022 **7:00 PM**

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky
Village Trustees David Cilella, Jack Corkery, Jack Kozar, Deepa Kumar, Christine Murphy, Kevin Patrick

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON FEBRUARY 28, 2022

1. Call to Order – Roll Call.
President Cuzzone called the meeting to order and Clerk Korynecky called the roll.

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

3. Public Comments on Agenda Items.
Resident Carine Alfano referred to Item 7.c.and spoke in support of the ordinance and asked how it would be enforced.
President Cuzzone read an email from Justin Shlensky, Planning & Zoning Commissioner, referring to Item 7.d. and expressed his concerns with the board striking an entire provision, Section 6.11.2.G.7, focused upon entertainment and asked that the board provide clarity on how the Village defines entertainment.

4. Amendments to the Agenda.

5. Presentation.
5.a. Presentation by Environmental Concerns Commission.
Commission Chair Bob Wagner gave a PowerPoint presentation regarding the commission's activities in 2021, including their Bicycle, Pedestrian and Transit Subcommittee, and their new initiatives for 2022. He also reminded residents that nominations for the Green Champion Award must be received by March 17.

6. Consent Agenda.
6.a. Minutes from the February 14, 2022 Public Hearing and Village Board Meeting and Special Meeting held on February 21, 2022.
6.b. Listings for the Weeks of February 14, 2022 and February 21, 2022 in the Total Amount of $974,761.17.
Motion to approve Consent Agenda was made by Trustee Corkery and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Cilella, Murphy, Kozar, Corkery, Kumar and President Cuzzone. There were no nays. Motion carried.

7. First Reading on Ordinances to be Codified.

7.a. Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 14-207, No Parking Zones, of the Village of Villa Park Municipal Code.

The Village has received several complaints and concerns regarding parked vehicles on the 700 block of North Michigan Avenue, between Ridge Road and Stone Road. Many of these vehicles are illegally parked overnight, unlicensed, damaged or left abandoned. The business owners further advised that trucks making local deliveries are having a very difficult time turning and entering into their business complex due to the parked vehicles on Michigan between Ridge and Stone. The Traffic and Safety Commission has reviewed and discussed this location for several months to provide a recommendation to the board. On February 1, 2022, the Traffic and Safety Commission recommended an ordinance be considered by the Village board to restrict parking on Michigan Avenue, east side from Ridge Road to Stone Road.

Discussion ensued.

7.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Increasing the Number of Class "D" Liquor Licenses to Sell Alcohol Liquor in Original Packages Not to be Consumed on the Premises.

The current business, Uncle Tobacco Convenient Store located at 140 W. North Avenue, is being sold to Niravkumar & Rinkalkumair Patel. Mr. and Mrs. Patel are requesting a Class B liquor license to sell alcohol liquor in original packages for consumption off the premises. This will replace the current Class D license for Uncle Tobacco Convenient Store and not increase the net amount of liquor licenses for the Village.

Motion to waive the second reading was made by Trustee Corkery and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Cilella, Corkery, Murphy, Patrick, Kumar and President Cuzzone. There were no nays. Trustee Kozar recused himself. Motion carried.

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

7.c. Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article I of Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal Code.

The Village of Villa Park's Traffic and Safety Commission received numerous concerns from residents in the vicinity of Wildwood Avenue and Monterey Avenue regarding the increased volume of truck traffic on the residential streets in that neighborhood. After reviewing the situation for several months, the Traffic and Safety Commission concluded that the best option would be to establish designated local truck routes to control which residential streets in the area may be used for truck deliveries and which may not. The Traffic and Safety Commission voted to recommend an ordinance amending Article I of Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal Code which, if adopted, would designate four Village streets as local truck routes.

Discussion ensued.

7.d. An Ordinance Amending Various Provisions of the Zoning Ordinance of the Village of Villa Park Regarding Outdoor Seating and Outdoor Storage Regulations.

The Village of Villa Park petitioned the Planning and Zoning Commission of the Village of Villa Park to consider text amendments to the Village's Zoning Ordinance, contained in Appendix C of the Village Code, in order to further define and regulate outdoor seating and outdoor storage. The petition included 12 proposed text amendments, and after holding a proper public hearing, Planning and Zoning presented its recommendation to the Village board. They recommended that the Village board approve certain proposed text amendments and disapprove other proposed text amendments. On February 14, 2022, the Village board evaluated the details of the Planning and Zoning recommendation and established a consensus on each of the 12 proposed text amendments. Ultimately, the Village board, via a majority consensus, agreed to move forward with the proposed itemized text amendments 2, 3, 5, 6, 9 and 12, and directed that an ordinance be drafted in accordance with the board consensus.

Motion to waive the second reading was made by Trustee Kozar and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied four (4) ayes made by Trustees Cilella, Patrick, Kozar and President Cuzzone and three (3) nays made by Trustees Corkery, Murphy and Kumar. Motion carried.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Kozar. Trustee Kumar said entertainment needs to be defined under Village Code. President Cuzzone said Planning and Zoning will be addressing that issue. Roll call vote tallied six (6) ayes made by Trustees Kumar, Patrick, Cilella, Kozar, Corkery and President Cuzzone and one (1) nay by Trustee Murphy. Motion carried.

8. Ordinances.

9. Resolutions.

9.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois, for Phase II Design Engineering of the Michigan and Vermont Improvement Project in an Amount Not to Exceed $54,975.
The Michigan and Vermont Improvement Project is proposed in the Village of Villa Park's Capital Improvement Pan (CIP). The project's objective is to improve the condition of the roadway and water system capacity and reliability through selected street improvements and replacement of the existing water main. The project's engineering design is budgeted for CY 2022 and staff would like to proceed with the design efforts. Staff recommends approval of an engineering services agreement with Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois, for Phase II design engineering of the Michigan and Vermont Improvement Project in an amount not to exceed $54.975.00. Funding for this agreement will be from the Street (Referendum) Improvement Fund 60.502.03.299 and Water Supply Fund 82.502.02.401.
This item satisfies the Village's Short-Term Complex Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Corkery, Murphy, Kozar, Kumar, Patrick, Cilella and President Cuzzone. There were no nays. Motion carried.

9.b. Resolution of the Village of Villa Park, DuPage County, Approving a Separation Agreement and General Release.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kumar. Trustee Murphy asked if this is in fact a copy of the separation agreement provided by the attorney and that the attorney recommends approval of this agreement. Interim Manager Guerra said that is correct. Trustee Kozar said he approved hiring independent council for the separation agreement. Roll call vote tallied seven (7) ayes made by Trustees Cilella, Murphy, Patrick, Corkery, Kozar, Kumar and President Cuzzone. There were no nays. Motion carried.

10. Public Comments on Non-Agenda Items.
Resident Chris Aiello admonished the board to recognize the work done by staff on the ordinances and resolutions and to understand that not only residents watch the board meetings but contractors, developers and others that are observing the meetings and deciding if they want to do business with the Village and this board.

11. Village Clerk's Report.
Clerk Korynecky had no report or recommendations.

12. Village Trustees' Report.
Trustee Kozar referred to the board's weekly report that the attorney advised it is not a confidential report and can therefore provide transparency on the work being done by staff.
Trustee Patrick referred to the crisis in Ukraine and asked residents to voice their support of them and denounce the military attacks against them.
Trustee Cilella had no report or recommendations.
Trustee Kumar expressed her feelings about the crisis in Ukraine. She commended the Environmental Concerns Commission on trying to make the Village a greener place and bike friendly. She also spoke about a process to hire a new Village manager.
Trustee Corkery had no report or recommendations.
Trustee Murphy provided an update on the Community Congregational Church that has been sold. They held their last service on February 27 and plan to share space with Calvary United Methodist Church at Highland and Summit.

13. Village President's Report.
President Cuzzone said Catalyst Partners gave presentation at the Community Recreation Building on February 24 and addressed questions and concerns from residents. He also announced Coffee with the Board on Saturday, March 5, at 9 a.m. at Village Hall.

14. Village Manager's Report.
Interim Manager Guerra had no report or recommendations.

15. Executive Session.

16. Adjournment.
Motion to adjourn was made by Trustee Corkery and seconded by Trustee Kumar. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 8:00 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is Scheduled for March 14, 2022.

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Suzanne McVey
Submitting Department: Village Manager's Office
Item Type: Bill Listing
Agenda Section: Consent Agenda

Subject:
Bill Listings for the Weeks of March 2, 2022 and March 7, 2022 in the Total Amount of $724,818.99

Suggested Action:

Attachments:
2022-0303 CY21 Weekly Chk Report.pdf
2022-0303 CY22 Weekly Chk Report.pdf
2022-0307 CY21 Weekly Chk Report.pdf
2022-0307 CY22 Weekly Chk Report.pdf

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 14, 2022

Covering weekly check runs dated for:

March 3, 2022/CY21 .....$50,546.73

1 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0321","030321"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.41022 LIQUOR LICENSES								
VILLA PARK CHAMBER OF COMMERC	REIMB	0	REFUND SEVEN ONE-DAY LIQUOR LICENSE	525.00	.00		030321	
Total 10.41022 LIQUOR LICENSES:				525.00	.00			
Total :				525.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.299 OTHER CONTRACTUAL SERVICES								
BONE PROPERTIES LLC	JULY-SEPT 2021	0	SALES TAX INCENTIVE - 07/21-09/21	20,460.90	.00		030321	
WILDFIRE HARLEY DAVIDSON	AUG-NOV 2021	0	08/21-11/21 SALES TAX INCENTIVE	6,837.31	.00		030321	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				27,298.21	.00			
Total PUBLIC AFFAIRS:				27,298.21	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.299 OTHER CONTRACTUAL SERVICES								
EDWARD OCCUPATIONAL HEALTH	142410	0	TESTS/SCREENINGS	105.00	.00		WF0321	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:				105.00	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
EDWARD OCCUPATIONAL HEALTH	142410	0	RANDOM MGMNT FEE- QUARTERLY	175.00	.00		WF0321	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				175.00	.00			
Total MANAGER:				280.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.299 OTHER CONTRACTUAL SERVICES								
EDWARD OCCUPATIONAL HEALTH	142410	0	TESTS/SCREENINGS	50.00	.00		WF0321	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				50.00	.00			
Total COMMUNITY DEVELOPMENT:				50.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.299 OTHER CONTRACTUAL SERVICES								
EDWARD OCCUPATIONAL HEALTH	142410	0	TESTS/SCREENINGS	65.00	.00		WF0321	
Total 10.518.00.299 OTHER CONTRACTUAL SERVICES:				65.00	.00			
Total GARAGE:				65.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.09.299 OTHER CONTRACTUAL SERVICES								
EDWARD OCCUPATIONAL HEALTH	142410	0	TESTS/SCREENINGS	90.00	.00		WF0321	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:				90.00	.00			
Total POLICE:				90.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.230 PRINTING SERVICES								
TEAM CONCEPT PRINTING & THERM	CY21 1302103	0	(500) MULTI-FAMILY INSPECTION CHECKLIS	285.00	.00		WF0321	
Total 10.521.01.230 PRINTING SERVICES:				285.00	.00			
10.521.22.301 UNIFORMS								
AIR ONE EQUIPMENT INC	CY21 175888	0	(4) FIREFIGHTER HELMETS (4) HOODS (7) FI	1,806.00	.00		WF0321	
Total 10.521.22.301 UNIFORMS:				1,806.00	.00			
Total FIRE:				2,091.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.399 OTHER SUPPLIES								
MMSGS	CY21 18883425	0	(2) EMS BAGS	370.19	.00		WF0321	
Total 10.523.02.399 OTHER SUPPLIES:				370.19	.00			
Total AMBULANCE/PARAMEDIC:				370.19	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.299 OTHER CONTRACTUAL SERVICES								
EDWARD OCCUPATIONAL HEALTH	142410	0	TESTS/SCREENINGS	275.00	.00		WF0321	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:				275.00	.00			
Total STREET:				275.00	.00			
Total CORPORATE FUND:				31,044.40	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.16.299 OTHER CONTRACTUAL SERVICES								
EDWARD OCCUPATIONAL HEALTH	142410	0	TESTS/SCREENINGS	130.00	.00		WF0321	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:				130.00	.00			
Total GENERAL:				130.00	.00			
Total RECREATION FUND:				130.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.02.325 GENERAL EQUIPMENT PARTS								
DEERE & COMPANY	117239093	0	CY21 WALK BEHIND MOWER	4,757.83	.00		WF0321	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:				4,757.83	.00			
Total GENERAL:				4,757.83	.00			
Total PARKS FUND:				4,757.83	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.03.292 ENGINEERING SERVICES								
EDWIN HANCOCK ENGINEERING CO	22-0006	0	MAPLE AREA IMPROVEMENT PROJECT	12,414.50	.00		WF0321	
Total 60.502.03.292 ENGINEERING SERVICES:				12,414.50	.00			
Total GENERAL:				12,414.50	.00			
Total STREET IMPROVEMENT FUND:				12,414.50	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.02.292 ENGINEERING SERVICES								
RJN GROUP INC	340120	0	SEWER REHABILITATION PROGRAM SUPPL	2,200.00	.00		WF0321	
Total 83.502.02.292 ENGINEERING SERVICES:				2,200.00	.00			
Total GENERAL:				2,200.00	.00			
Total WASTEWATER FUND:				2,200.00	.00			
Grand Totals:				50,546.73	.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	31,044.40
RECREATION FUND	
Total RECREATION FUND:	130.00
PARKS FUND	
Total PARKS FUND:	4,757.83
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	12,414.50
WASTEWATER FUND	
Total WASTEWATER FUND:	2,200.00
Grand Totals:	50,546.73

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

DATE 3/1/22 APPROVED BY .....

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on March 14, 2022

Covering weekly check runs dated for:

March 3, 2022/CY22 ..... $394,796.87

2 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0322","030322","0228INT"
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	212022	0	HEALTH INSURANCE; FEBRUARY 2022	33,650.95	33,650.95	02/28/2022	0228INT	
Total 10.130204 GROUP INSURANCE REC:				33,650.95	33,650.95			
10.190515 DUE TO/FROM LIBRARY (BENEFITS)								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	14,591.49	14,591.49	02/28/2022	0228INT	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				14,591.49	14,591.49			
10.42071 ADMINISTRATIVE ADJUDICATION								
AJ AUTO	PS11700&PS11701	0	REIMB OVERPAYMENT OF PARKING TICKET	100.00	.00		030322	
Total 10.42071 ADMINISTRATIVE ADJUDICATION:				100.00	.00			
Total :				48,342.44	48,242.44			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.511.00.211 LEGAL SERVICES								
CLARK BAIRD SMITH LLP	14992	0	LEGAL - LABOR/GENERAL	1,020.00	.00		WF0322	
LANER MUCHIN LTD	615022	0	LEGAL SERVICES;01/2022	675.00	.00		WF0322	
LANER MUCHIN LTD	615022	0	LEGAL SERVICES;01/2022	375.00	.00		WF0322	
STORINO RAMELLO & DURKIN	85068	0	LEGAL SERVICES;01/2022	117.00	.00		WF0322	
Total 10.511.00.211 LEGAL SERVICES:				2,187.00	.00			
10.511.00.230 PRINTING SERVICES								
DESIGNSPRING GROUP INC.	2758	0	SPRING 22 VM NEWSLETTER DESIGN	1,125.00	.00		WF0322	
Total 10.511.00.230 PRINTING SERVICES:				1,125.00	.00			
10.511.00.656 FIRE & POLICE COMMISSION								
C.O.P.S AND F.I.R.E PERSONNEL	107052	0	SGTS EXAM- 2 DAY ASSESSMENT CTR	3,800.00	.00		WF0322	
GOLD SHIELD DETECTIVE AGENCY, I	1879	0	FF APPLICANT BACKGROUND INVESTIGATI	1,058.87	.00		WF0322	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				4,858.87	.00			
Total PUBLIC AFFAIRS:				8,170.87	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.00.299 OTHER CONTRACTUAL SERVICES								
KEEHNER JR, RICH	022022	0	PERS PHONE REIMB; FEBRUARY 2022	75.89	.00		WF0322	
Total 10.512.00.299 OTHER CONTRACTUAL SERVICES:				75.89	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
CURRENT TECHNOLOGIES CORP	728606	0	IT CONSULTANT	577.50	.00		WF0322	
LIFTOFF, LLC	6229AOSG	0	MICROSOFT OFFICE 365 LICENSES	51,942.00	.00		WF0322	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				52,519.50	.00			
Total MANAGER:				52,595.39	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.210 TELEPHONE								
BAIG,RANA	JAN-FEB 2022	0	PERS DEVICE PHONE REIM; JANUARY 2022	24.99	.00		030322	
BAIG,RANA	JAN-FEB 2022	0	PERS DEVICE PHONE REIM; FEBRUARY 202	24.99	.00		030322	
BAIG,RANA	JAN-FEB 2022	0	PERS USAGE PHONE REIM; JANUARY 2022	24.99	.00		030322	
BAIG,RANA	JAN-FEB 2022	0	PERS USAGE PHONE REIM; FEBRUARY 202	24.99	.00		030322	
Total 10.513.00.210 TELEPHONE:				99.96	.00			
10.513.00.299 OTHER CONTRACTUAL SERVICES								
CONNECT SEARCH LLC	S1045610	0	TEMPORARY STAFF SERVICES	1,056.00	.00		030322	
CONNECT SEARCH LLC	S1046139	0	TEMPORARY STAFF SERVICES	1,369.50	.00		030322	
GOVTEMPSUSA LLC	3912016	0	CONTRACTED FINANCE DIRECTOR; 2/13 & 2	10,053.75	.00		030322	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				12,479.25	.00			
Total FINANCE:				12,579.21	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.514.00.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3912016	0	CONTRACTED CD DIRECTOR; 2/13 & 2/20/22	8,158.50	.00		030322	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				8,158.50	.00			
Total COMMUNITY DEVELOPMENT:				8,158.50	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	25,792.39	25,792.39	02/28/2022	0228INT	
Total 10.515.00.250 EMPLOYEE BENEFITS:				25,792.39	25,792.39			
Total CENTRAL SERVICES:				25,792.39	25,792.39			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	4,436.08	4,436.08	02/28/2022	0228INT	
Total 10.518.00.250 EMPLOYEE BENEFITS:				4,436.08	4,436.08			
Total GARAGE:				4,436.08	4,436.08			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.202 TRAINING & CONFERENCES								
FRONTLINE PUBLIC SAFETY SOLUTI	FL68654	0	TRAINING SOFTWARE ANNUAL RENEWAL	1,500.00	.00		WF0322	
Total 10.520.01.202 TRAINING & CONFERENCES:				1,500.00	.00			
10.520.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	80,903.03	80,903.03	02/28/2022	0228INT	
Total 10.520.01.250 EMPLOYEE BENEFITS:				80,903.03	80,903.03			
10.520.01.299 OTHER CONTRACTUAL SERVICES								
JOHNSON CONTROLS SECURITY SOL	3975957	0	PD WIRELESS FIRE ALARM MONITORING	108.00	.00		WF0322	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				108.00	.00			
10.520.07.230 PRINTING SERVICES								
DEPENDABLE PRINTING SERVICES	1398	0	BUS CARDS OFC VELAZQUEZ	52.98	.00		WF0322	
P.F. PETTIBONE & CO.	171786	0	VEHICLE TOW STICKERS-TOW ORD	856.80	.00		WF0322	
Total 10.520.07.230 PRINTING SERVICES:				909.78	.00			
10.520.09.320 K-9								
PARTNERS AND PAWS VETERINARY	102199	0	K9 VET APP & FLU SHOT	96.15	.00		WF0322	
Total 10.520.09.320 K-9:				96.15	.00			
10.520.09.333 RANGE SUPPLIES								
O'HERRON CO INC, RAY	2175568	0	RANGE AMMO-9MM	117.65	.00		WF0322	
Total 10.520.09.333 RANGE SUPPLIES:				117.65	.00			
Total POLICE:				83,634.61	80,903.03			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	4,143.14	4,143.14	02/28/2022	0228INT	
Total 10.521.01.250 EMPLOYEE BENEFITS:				4,143.14	4,143.14			
10.521.22.202 TRAINING & CONFERENCES								
ROMEOVILLE FIRE ACADEMY, VILLAG	CY22 2022-032	0	MORRICE TO SURFACE ICE RESCUE TECG	175.00	.00		WF0322	
Total 10.521.22.202 TRAINING & CONFERENCES:				175.00	.00			
10.521.22.299 OTHER CONTRACTUAL SERVICES								
AIR ONE EQUIPMENT INC	CY22 177478	0	BELT GUARD ASSEMBLY FOR K-SAW	59.00	.00		WF0322	
AIR ONE EQUIPMENT INC	CY22 177493	0	6-MO AIR COMPRESSOR MAIN & AIR QUALI	777.00	.00		WF0322	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:				836.00	.00			
10.521.22.301 UNIFORMS								
AIR ONE EQUIPMENT INC	CY22 177143	0	(4) FIREFIGHTER SUSPENDERS	218.00	.00		WF0322	
AIR ONE EQUIPMENT INC	CY22 177229	0	(10) GEAR HANGERS	130.00	.00		WF0322	
Total 10.521.22.301 UNIFORMS:				348.00	.00			
Total FIRE:				5,502.14	4,143.14			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	30,258.54	30,258.54	02/28/2022	0228INT	
Total 10.523.02.250 EMPLOYEE BENEFITS:				30,258.54	30,258.54			
10.523.02.399 OTHER SUPPLIES								
MMSGS	CY22 18993709	0	(2) EMS BAGS	512.14	.00		WF0322	
Total 10.523.02.399 OTHER SUPPLIES:				512.14	.00			
Total AMBULANCE/PARAMEDIC:				30,770.68	30,258.54			

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-9446	0	ELECTRONIC RECYCLING	1,604.77	.00		WF0322	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				1,604.77	.00			
Total GARBAGE:				1,604.77	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	23,059.23	23,059.23	02/28/2022	0228INT	
Total 10.525.01.250 EMPLOYEE BENEFITS:				23,059.23	23,059.23			
10.525.25.219 UTILITY - ELECTRIC								
AEP ENERGY	3017246055 1/2022	0	1 S CENTRAL LITE RT/25; 1/10-2/9/22	479.88	.00		030322	
AEP ENERGY	3017246066 1/2022	0	0 E WISCONSIN AVE; 12/20-2/22/22	16,528.28	.00		030322	
AEP ENERGY	3017246077 1/2022	0	118 S VILLA AVE; 1/10-2/9/22	49.78	.00		030322	
Total 10.525.25.219 UTILITY - ELECTRIC:				17,057.94	.00			
Total STREET:				40,117.17	23,059.23			
Total CORPORATE FUND:				321,704.25	216,834.85			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	14,805.25	14,805.25	02/28/2022	0228INT	
Total 35.502.01.250 EMPLOYEE BENEFITS:				14,805.25	14,805.25			
Total GENERAL:				14,805.25	14,805.25			
Total RECREATION FUND:				14,805.25	14,805.25			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	17,189.50	17,189.50	02/28/2022	0228INT	
Total 36.502.01.250 EMPLOYEE BENEFITS:				17,189.50	17,189.50			
Total GENERAL:				17,189.50	17,189.50			
Total PARKS FUND:				17,189.50	17,189.50			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	4,253.46	4,253.46	02/28/2022	0228INT	
Total 60.502.02.250 EMPLOYEE BENEFITS:				4,253.46	4,253.46			
60.502.02.299 OTHER CONTRACTUAL SERVICES								
GOVTEMPSUSA LLC	3912016	0	CONTRACTED ENGINEER; 2/13 & 2/20/22	2,240.00	.00		030322	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				2,240.00	.00			
60.502.03.292 ENGINEERING SERVICES								
EDWIN HANCOCK ENGINEERING CO	20-0097	0	MAPLE AREA IMPROVEMENT PROJECT	7,299.00	.00		WF0322	
Total 60.502.03.292 ENGINEERING SERVICES:				7,299.00	.00			
Total GENERAL:				13,792.46	4,253.46			
Total STREET IMPROVEMENT FUND:				13,792.46	4,253.46			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
65.502.02.402 NON-CAPITAL OUTLAY								
STALKER RADAR APPLIED CONCEPT	397663	0	5 ANTENNA COMBO MOUNTS FOR DODGE	937.00	.00		WF0322	
Total 65.502.02.402 NON-CAPITAL OUTLAY:				937.00	.00			
Total GENERAL:				937.00	.00			
Total EQUIPMENT REPLACEMENT FUND:				937.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	12,998.96	12,998.96	02/28/2022	0228INT	
Total 82.502.01.250 EMPLOYEE BENEFITS:				12,998.96	12,998.96			
Total GENERAL:				12,998.96	12,998.96			
Total WATER SUPPLY FUND:				12,998.96	12,998.96			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	212022	0	HEALTH INSURANCE; FEBRUARY 2022	5,268.35	5,268.35	02/28/2022	0228INT	
Total 83.502.01.250 EMPLOYEE BENEFITS:				5,268.35	5,268.35			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
CONNECT SEARCH LLC	S1045771	0	TEMPORARY STAFF SERVICES	1,320.00	.00		030322	
CONNECT SEARCH LLC	S1046286	0	TEMPORARY STAFF SERVICES	1,320.00	.00		030322	
CONNECT SEARCH LLC	S1046389	0	TEMPORARY STAFF SERVICES	2,300.00	.00		030322	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				4,940.00	.00			
83.502.02.219 UTILITY - ELECTRIC								
AEP ENERGY	3014421013 1/2022	0	WWFTF ; 1/10-2/9/22	1,497.10	.00		030322	
Total 83.502.02.219 UTILITY - ELECTRIC:				1,497.10	.00			
83.502.02.399 OTHER SUPPLIES								
METROPOLITAN INDUSTRIES INC	035985	0	MTM SEALING FLANGE & ACCESSORY KIT	1,664.00	.00		WF0322	
Total 83.502.02.399 OTHER SUPPLIES:				1,664.00	.00			
Total GENERAL:				13,369.45	5,268.35			
Total WASTEWATER FUND:				13,369.45	5,268.35			
Grand Totals:				394,796.87	271,350.37			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	321,704.25
RECREATION FUND	
Total RECREATION FUND:	14,805.25
PARKS FUND	
Total PARKS FUND:	17,189.50
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	13,792.46
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	937.00
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	12,998.96
WASTEWATER FUND	
Total WASTEWATER FUND:	13,369.45
Grand Totals:	394,796.87

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

DATE 3/1/22 APPROVED BY

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on March 14, 2022

Covering weekly check runs dated for:

March 7, 2022/CY21.....$70.00

1 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF030721"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.202 TRAINING & CONFERENCES								
COLLEGE OF DU PAGE	12799	0	TRUCK ENFORCEMENT-TRING OFC CAMPO	70.00	.00		WF03072	
Total 10.520.01.202 TRAINING & CONFERENCES:				70.00	.00			
Total POLICE:				70.00	.00			
Total CORPORATE FUND:				70.00	.00			
Grand Totals:				70.00	.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	70.00
Grand Totals:	70.00

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

DATE 3/3/22 APPROVED BY

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on March 14, 2022

Covering weekly check runs dated for:

March 7, 2022/CY22 ..... $279,405.39

2 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF030722","03722","030722"
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	312022	0	HEALTH INSURANCE; MARCH 2022	31,754.67	.00		WF03072	
Total 10.130204 GROUP INSURANCE REC:				31,754.67	.00			
10.190515 DUE TO/FROM LIBRARY (BENEFITS)								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	7,462.00	.00		WF03072	
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				7,462.00	.00			
10.210515 DELTA DENTAL RESERVE								
DELTA DENTAL OF ILLINOIS	1534627	0	TOTAL CLAIMS CHARGE; RUN OFF CHARGE	3,201.85	.00		WF03072	
Total 10.210515 DELTA DENTAL RESERVE:				3,201.85	.00			
10.41022 LIQUOR LICENSES								
PATEL, AMIT	LIQUOR LICENSE REFUN	0	PARTIAL LICENSE REFUND DUE TO ESTABLI	2,083.34	.00		03722	
Total 10.41022 LIQUOR LICENSES:				2,083.34	.00			
Total :				44,501.86	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.512.01.210 TELEPHONE								
SAWYER, BRIAN	FEB 2022	0	PERS DEVICE PHONE REIMB; FEBRUARY 20	24.99	.00		03722	
SAWYER, BRIAN	FEB 2022	0	USAGE REIMB; FEBRUARY 2022	24.99	.00		03722	
Total 10.512.01.210 TELEPHONE:				49.98	.00			
10.512.01.299 OTHER CONTRACTUAL SERVICES								
SAWYER, BRIAN	FEB 2022	0	MILEAGE REIMB; FEBRUARY 2022	17.37	.00		03722	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				17.37	.00			
Total MANAGER:				67.35	.00			

Cthl 3/5/22

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.513.00.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	22-VP02	0	PRODUCTION SVCS UTIL BILL RUN#2 2022	208.35	.00		03722	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				208.35	.00			
Total FINANCE:				208.35	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.515.00.205 POSTAGE								
AMERICAN PRINTING TECHNOLOGIE	22-VP01-P	0	POSTAGE	5,000.00	.00		03722	
Total 10.515.00.205 POSTAGE:				5,000.00	.00			
10.515.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	22,563.67	.00		WF03072	
Total 10.515.00.250 EMPLOYEE BENEFITS:				22,563.67	.00			
Total CENTRAL SERVICES:				27,563.67	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.516.00.299 OTHER CONTRACTUAL SERVICES								
AMBER LIGHTING & ELECTRICAL SER	2255	0	PD SURGE SUPRESSIONON MAIN PANEL	3,625.00	.00		WF03072	
JOHNSON CONTROLS SECURITY SOL	36975951	0	PW WIRELESS ALARM MONITORING	173.35	.00		WF03072	
SMG SECURITY SYSTEMS INC	119000	0	QTR DEPOT BURGLAR ALARM	123.60	.00		WF03072	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				3,921.95	.00			
Total BUILDINGS & GROUNDS:				3,921.95	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.517.00.299 OTHER CONTRACTUAL SERVICES								
NORATEK SOLUTIONS INC	C35157	0	YR PARKS & PLAYGROUNDS INSP. LICEN.	3,836.46	.00		WF03072	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:				3,836.46	.00			
Total COMMUTER PARKING LOT:				3,836.46	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.518.00.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	4,123.60	.00		WF03072	
Total 10.518.00.250 EMPLOYEE BENEFITS:				4,123.60	.00			
Total GARAGE:				4,123.60	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.520.01.202 TRAINING & CONFERENCES								
BANASZEWSKI, BART	MEAL REIMB FEB 2022	0	TRAINING MEAL REIMBURSEMENT	37.01	.00		03722	
KRUPICZOWICZ, JAMES	MEAL REIMB FEB 2022	0	TRAINING MEAL REIMBURSEMENT	107.14	.00		03722	
Total 10.520.01.202 TRAINING & CONFERENCES:				144.15	.00			
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9899696647	0	:LPR AND POLE CAMERA 1.17--2.16.22	76.02	.00		WF03072	
VERIZON WIRELESS	9899931372	0	CELL PHONES SQUAD & IPAD DATA PACKS	756.39	.00		WF03072	
Total 10.520.01.210 TELEPHONE:				832.41	.00			
10.520.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	78,127.48	.00		WF03072	
Total 10.520.01.250 EMPLOYEE BENEFITS:				78,127.48	.00			
10.520.09.399 OTHER SUPPLIES								
WATCHGUARD INC	ACCINV0034718	0	SQUAD ANTENNA CABLE ASSEMBLY	45.00	.00		WF03072	
WATCHGUARD INC	ACCINV0034764	0	6 SQUAD CAMERA MOUNTS	390.00	.00		WF03072	
Total 10.520.09.399 OTHER SUPPLIES:				435.00	.00			
Total POLICE:				79,539.04	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.521.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	3,830.66	.00		WF03072	
Total 10.521.01.250 EMPLOYEE BENEFITS:				3,830.66	.00			
Total FIRE:				3,830.66	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.523.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	31,844.33	.00		WF03072	
Total 10.523.02.250 EMPLOYEE BENEFITS:				31,844.33	.00			
Total AMBULANCE/PARAMEDIC:				31,844.33	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.524.02.299 OTHER CONTRACTUAL SERVICES								
DUPAGE COUNTY RECORDER	40403097	0	G LIEN; 1046 S RTE. 83	11.00	.00		030722	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				11.00	.00			
Total GARBAGE:				11.00	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
10.525.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	21,809.31	.00		WF03072	
Total 10.525.01.250 EMPLOYEE BENEFITS:				21,809.31	.00			
Total STREET:				21,809.31	.00			
Total CORPORATE FUND:				221,257.58	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
35.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	13,971.97	.00		WF03072	
Total 35.502.01.250 EMPLOYEE BENEFITS:				13,971.97	.00			
Total GENERAL:				13,971.97	.00			
Total RECREATION FUND:				13,971.97	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
36.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	15,630.39	.00		WF03072	
Total 36.502.01.250 EMPLOYEE BENEFITS:				15,630.39	.00			
36.502.02.325 GENERAL EQUIPMENT PARTS								
SHOREWOOD HOME & AUTO INC	03-292727	0	HARDWARE FOR DEERE	127.54	.00		WF03072	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:				127.54	.00			
36.502.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	01031748	0	PARKS TOOL RENTAL	26.66	.00		WF03072	
TERRACE SUPPLY COMPANY	01031749	0	PARKS TOOL RENTAL	20.46	.00		WF03072	
Total 36.502.02.399 OTHER SUPPLIES:				47.12	.00			
Total GENERAL:				15,805.05	.00			
Total PARKS FUND:				15,805.05	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
60.502.02.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	3,940.98	.00		WF03072	
Total 60.502.02.250 EMPLOYEE BENEFITS:				3,940.98	.00			
Total GENERAL:				3,940.98	.00			
Total STREET IMPROVEMENT FUND:				3,940.98	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
82.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	12,269.84	.00		WF03072	
Total 82.502.01.250 EMPLOYEE BENEFITS:				12,269.84	.00			
82.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	22-VP02	0	PRODUCTION SVCS UTIL BILL RUN#2 2022	208.35	.00		03722	
DUPAGE COUNTY RECORDER	40403097	0	W,S,G LIEN; 2N151 ARDMORE	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403097	0	W,S,G LIEN; 625 S GRANT	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403097	0	W,S,G LIEN; 702 W SUNSET	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403097	0	W,S,G LIEN; 209 S WISCONSIN	11.00	.00		030722	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				252.35	.00			
82.502.02.299 OTHER CONTRACTUAL SERVICES								
ASSOCIATED TECHNICAL SERVICES	35002	0	EMERGENCY LEAK DETECTION; N HARVAR	703.50	.00		030722	
ASSOCIATED TECHNICAL SERVICES	35022	0	EMERGENCY LEAK DETECTION; MADISON	707.00	.00		030722	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				1,410.50	.00			
82.502.02.352 WATERMAIN REPAIR PARTS								
ZIEBELL WATER SERVICE	256695-000	0	WATER MAIN BREAK @ MICHIGAN & ROOSE	341.02	.00		030722	
Total 82.502.02.352 WATERMAIN REPAIR PARTS:				341.02	.00			
82.502.02.399 OTHER SUPPLIES								
CORE & MAIN	Q342611	0	TOOLS	443.09	.00		030722	
Total 82.502.02.399 OTHER SUPPLIES:				443.09	.00			
Total GENERAL:				14,716.80	.00			
Total WATER SUPPLY FUND:				14,716.80	.00			

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
83.502.01.250 EMPLOYEE BENEFITS								
BLUE CROSS BLUE SHIELD	312022	0	HEALTH INSURANCE; MARCH 2022	4,044.36	.00		WF03072	
Total 83.502.01.250 EMPLOYEE BENEFITS:				4,044.36	.00			
83.502.01.299 OTHER CONTRACTUAL SERVICES								
AMERICAN PRINTING TECHNOLOGIE	22-VP02	0	PRODUCTION SVCS UTIL BILL RUN#2 2022	208.35	.00		03722	
DUPAGE COUNTY RECORDER	40403097	0	W,S,G LIEN; 243 S OAKLAND	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 941 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 905 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403113	0	S LIEN RLS; 905 W NORTH AVE UNIT C	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403114	0	E MAPLE PROJECT LIENS; 210 E MAPLE	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403114	0	E MAPLE PROJECT LIENS; 227 E MAPLE	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403114	0	E MAPLE PROJECT LIENS; 239 E MAPLE	11.00	.00		030722	
DUPAGE COUNTY RECORDER	40403114	0	E MAPLE PROJECT LIENS; 302 E MAPLE	11.00	.00		030722	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				406.35	.00			
83.502.02.299 OTHER CONTRACTUAL SERVICES								
FLOW TECHNICS	INV000009327	0	PULL PUMP AT N. VILLA LIFT STATION	650.00	.00		030722	
METROPOLITAN INDUSTRIES INC	INV036014	0	REPAIR PUMP AT N VILLA LIFT STATION	4,056.00	.00		030722	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				4,706.00	.00			
83.502.02.357 SEWERMAIN REPAIR PARTS								
ZIEBELL WATER SERVICE	256695-000	0	WATER MAIN BREAK @ MICHIGAN & ROOSE	74.81	.00		030722	
Total 83.502.02.357 SEWERMAIN REPAIR PARTS:				74.81	.00			
83.502.02.399 OTHER SUPPLIES								
AM CONSTRUCTION SUPPLY	1619	0	SAW BLADES	299.99	.00		030722	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid	Batch	Voided
DUPAGE SECURITY SOLUTIONS INC	88561	0	NEW LOCK & KEY FOR WWFTF	181.50	.00		030722	
Total 83.502.02.399 OTHER SUPPLIES:				481.49	.00			
Total GENERAL:				9,713.01	.00			
Total WASTEWATER FUND:				9,713.01	.00			
Grand Totals:				279,405.39	.00			

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	221,257.58
RECREATION FUND	
Total RECREATION FUND:	13,971.97
PARKS FUND	
Total PARKS FUND:	15,805.05
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	3,940.98
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	14,716.80
WASTEWATER FUND	
Total WASTEWATER FUND:	9,713.01
Grand Totals:	279,405.39

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

DATE ..... APPROVED BY 3/4/22

..... 3/4/22

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Suzanne McVey
Submitting Department: Village Manager's Office
Item Type: Ordinances
Agenda Section: First Reading on Ordinances to be Codified

Subject:
An Ordinance of the Village of Villa Park, DuPage County, Illinois, Increasing the Number of Class "EE" Liquor Licenses to Sell Beer and Wine Only to Patrons Seated at Tables for Consumption On Premise

Suggested Action:
Ronald, Donna, and Mark Brown, doing business as Captain B's Shrimp House II, Inc. located at 231 W. North Ave., would like to sell beer and wine only to patrons seated at tables for consumption on the premises. The Browns submitted the necessary documentation and have been approved by the Local Liquor Control Commission to acquire a liquor license. If approved, this ordinance would increase the total number of Class "EE" licenses to ten (10) and the Village would have a total number of seventy-one (71) licenses.

Attachments:
Memo - Captain B's Shrimp House.pdf
ORD 4729 Add Class EE License - Captain B's Shrimp House II.docx

Memo

Date: March 10, 2022

To: President Cuzzone and Board of Trustees

Cc: Interim Village Manager Michael Guerra

From: Julie Settles

RE: Liquor License for Captain B's Shrimp House II, Inc. – Captain B's Shrimp House II – Ronald, Donna and Mark Brown

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The Brown family is leasing 231 W. North Ave. They are requesting to open a restaurant called Captain B'S Shrimp House II. The Browns' are requesting a Class EE liquor license to Sell beer & wine only to patrons seated at tables for consumption on the premises.

This would increase the current Class EE licenses from nine to ten licenses.

Applicants have successfully completed the background check by the Police Department. The Liquor Commissioner has approved the issuances of this license.

Ordinance No. 4279

An Ordinance Of The Village Of Villa Park, DuPage County, Illinois Increasing the Number of Class EE, Sell beer and wine only to patrons seated at tables for consumption on the premises

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

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

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the application of Ronald, Donna and Mark Brown, owners of Captain B's Shrimp House II, Inc. for 231 W. North Ave., doing business as Captain B's Shrimp House II, subject to the approval of an additional Class EE, Sell beer and wine only to patrons seated at tables for consumption on the premises.

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 Section 3-313(a) of the Villa Park Municipal Code, as amended, be and is hereby amended to read as follows:

Class	Maximum Number
EE	10

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

Passed this _____ day of _____, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2022.

_____
Village President

Attest:

_____
Village Clerk

Published in pamphlet form:

_____, 2022

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Michael Guerra
Submitting Department: Public Works
Item Type: Ordinances
Agenda Section: Second Reading on Ordinances to be Codified

Subject:
Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 14-207, No Parking Zones, of the Village of Villa Park Municipal Code

Suggested Action:
The Village has received several complaints and concerns regarding parked vehicles on the 700 Block of North Michigan Avenue, between Ridge Road and Stone Road. Many of these vehicles are illegally parked overnight, unlicensed, damaged or left abandoned. The business owners further advised that trucks making local deliveries are having a very difficult time turning and entering into their business complex due to the parked vehicles on Michigan between Ridge and Stone. The Traffic and Safety Committee has reviewed and discussed this location for several months to provide a recommendation to the Board. On February 1, 2022 the Traffic and Safety Committee recommended an ordinance be considered by the village board to restrict parking on Michigan Avenue, east side from Ridge Road to Stone Road.

Attachments:
Michigan No Parking Memo - DRAFT.docx
ORD 4726 Parking_Change_to_N._Michigan_from_Ridge_to_Stone.DOCX

VILLA PARK POLICE DEPARTMENT

DEPARTMENTAL MEMORANDUM

DATE: February 21, 2022

TO: Michael Guerra, Interim Village Manager

FROM: Mike Rivas, Chief of Police

Re: Seeking additional ordinance to section 14-207 to restrict parking on Michigan Avenue from Ridge Road to Stone Road.

ISSUE STATEMENT

The Village Board is requested to review and approve an ordinance under section 14-207 to add "No Parking on Michigan Street, east side, from Ridge Road to Stone Road".

BACKGROUND/HISTORY

The police department has received several complaints and concerns regarding parked vehicles on the 700 Block of North Michigan Avenue, between Ridge Road and Stone Road. The business and property owners located in the business complex east of Michigan Avenue have complained to the police department that several auto mechanic businesses located on Stone Road are parking vehicles on Michigan Avenue. Many of these vehicles are illegally parked overnight, unlicensed, damaged or left abandoned. The business owners further advised that trucks making local deliveries are having a very difficult time turning and entering into their business complex due to the parked vehicles on Michigan between Ridge and Stone.

The police department has issued approximately 34 parking citations at this location in the past 12 months.

The police department forwarded this information to the Traffic and Safety committee to consider no parking signs in front of 701 N Michigan. The initial request was to consider no parking on the east side of Michigan from Stone to the driveway of 701 N Michigan to clear the way for trucks turning into the parking lot of 701 N Michigan. The Traffic and Safety was further advised by a business owner that trucks are also having trouble turning onto northbound Michigan from Ridge due to parked vehicles.

On February 1, 2022 the Traffic and Safety Committee recommended an ordinance be considered by the village board to restrict parking on Michigan Avenue, east side from Ridge Road to Stone Road.

STAFF RECOMMENDATION

Staff recommends that that the village board approve the attached ordnance amending section 14-207 to include "No Parking on Michigan Avenue, east side, from Ridge Road to Stone Road" and to install the appropriate signage as required.

ORDINANCE NO. 4726

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING SECTION 14-207, NO PARKING ZONES, OF THE VILLAGE OF VILLA PARK MUNICIPAL CODE

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

WHEREAS, Section 11-208 of the Illinois Municipal Code (625 ILCS 5/11-208) authorizes municipalities to regulate the standing or parking of vehicles with respect to streets under their jurisdiction; and

WHEREAS, the Village staff has recommended an amendment to Section 14-207, No Parking Zones, of Chapter 14 of the Village of Villa Park Municipal Code to modify parking restrictions on Michigan Avenue; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to amend Section 14-207 of the Village of Villa Park Municipal Code as more particularly set forth hereinafter.

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

Section 1: That paragraph (c) of Section 14-207, entitled "No parking zones", of Article II, entitled "Stopping, Standing, and Parking", of Chapter 14, entitled "Motor Vehicles and Traffic," of the Village of Villa Park Municipal Code, as previously adopted and subsequently amended, is hereby further amended to add the following in proper alphabetical order:

"*Michigan Avenue, east side, from Ridge Road to Stone Road*."

Section 2: That the Village Manager is hereby directed to instruct the Public

Works Department to install the appropriate signage as required by the provisions of this ordinance.

Section 3: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this 14th day of March, 2022.

AYES:
NAYS:
ABSENT:

APPROVED this 14th day of March, 2022.

_____
Village President
Village of Villa Park
DuPage County, Illinois

PUBLISHED in pamphlet form this 14th day of March, 2022.

ATTEST:

_____
Village Clerk
Village of Villa Park
DuPage County, Illinois

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Michael Guerra
Submitting Department: Public Works
Item Type: Ordinances
Agenda Section: Second Reading on Ordinances to be Codified

Subject:
Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article I of Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal Code

Suggested Action:
The Village of Villa Park's Traffic and Safety Commission received numerous concerns from residents in the vicinity of Wildwood Avenue and Monterey Avenue regarding the increased volume of truck traffic on the residential streets in that neighborhood. After reviewing the situation for several months, the Traffic and Safety Commission concluded that the best option would be to establish designated local truck routes to control which residential streets in the area may be used for truck deliveries and which may not. The Traffic and Safety Commission has voted to recommend an ordinance amending Article I of Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal Code which, if adopted, would designate four village streets as local truck routes.

Attachments:
Traffic___Safety_Memo.pdf
ORD 4727_-_Truck_Route.docx
Local Truck Routes Map

Recommendation to Village Engineering Department

Date: October 4, 2021

Traffic & Safety Item No. 876 - **Truck Traffic on Wildwood Avenue & Monterey Avenue**

Some of the residents that live in the neighborhood of Wildwood Avenue and Monterey Avenue brought to the attention of the Traffic & Safety Commission that large amounts of daily truck traffic has developed on the various residential streets around A. K. Mulch & Firewood since they opened at 631 E. Wildwood Avenue for business. The residents were complaining about trucks using Oakland Ave between Wildwood Avenue & St. Charles Road, Monterey Avenue between Wildwood Avenue & St. Charles Road, and Wildwood Ave between Villa Avenue & Monterey Avenue.

The Traffic & Safety Commission reviewed the situation for several months and concluded that the best option is to establish designated local truck routes, trucks that utilizes the neighborhood street of Wildwood Avenue and Monterey Avenue are restricted to a specific weigh limit, and trucks that are over that specific weight limit be restricted to local deliveries.

The Traffic & Safety Commission recommends the following streets as designated local truck routes:

1. Wildwood Avenue, from Villa Avenue to Monterey Avenue.
2. Monterey Avenue, from Fairfield Avenue to Wildwood Avenue.
3. Villa Avenue, from Wildwood Avenue to St. Charles Road.
4. St. Charles Road, from Westmore Avenue to Salt Creek.

The Traffic & Safety Commission also recommends that all vehicles shall follow the existing Village of Villa Park Ordinance that designates the vehicle weight limit allowed for the residential streets with the exception of vehicles that exceed this weight limit that utilize the proposed desingated truck routes or for local deliveries.

The Traffic & Safety Commission has review the final Ordinance to amend Article I of Chapter 14, Motor Vehicles and Traffic, of the Village of Villa Park Municipal code and is recommending the Village Engineering Department proceed to present this amendment to the Village Board of Villa Park .

If any additional information or questions arises, please feel free to contact the undersigned.

Thank you.

J. Pienkos
Chairman of Traffic & Safety Commission

ORDINANCE NO. 4727

ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLE I OF CHAPTER 14, MOTOR VEHICLES AND TRAFFIC, OF THE VILLAGE OF VILLA PARK MUNICIPAL CODE

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, the President and Board of Trustees of the Village of Villa Park have determined that it is in the best interests of the Village and its citizens to amend the Village of Villa Park Municipal Code to establish designated local truck routes in the Village as more particularly set forth hereinafter.

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

Section 1: That Article I of Chapter 14 of the Village of Villa Park Municipal Code, as previously adopted and subsequently amended, is hereby further amended to add thereto the following:

"**Section 14-121. – Local truck routes.**

(a) The following streets within and under the jurisdiction of the Village are designated as local truck routes:

Monterey Avenue, from Fairfield Avenue to Wildwood Avenue
St. Charles Road, from Westmore Avenue to Salt Creek
Villa Avenue, from Wildwood Avenue to St. Charles Road
Wildwood Avenue, from Villa Avenue to Monterey Avenue

(b) It shall be unlawful to operate any vehicle in excess of eight thousand (8,000) pounds on any street within and under the jurisdiction of the Village not designated by Section 14-121(a) as a local truck route.

(c) This section shall not apply to those vehicles which are operated for the purpose of making a delivery or pick up or providing services to a location where direct access by a local truck route is not available, in which case such

vehicle may be operated on a street not designated as a local truck route for not more than the minimum distance necessary for the purpose of making such delivery or pick up or providing services.

Section 2: That the Village Manager is hereby directed to instruct the Public Works Department to install the appropriate signage as required by the provisions of this ordinance.

Section 3: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4: That this ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this 14th day of March, 2022.

AYES:
NAYS:
ABSENT:

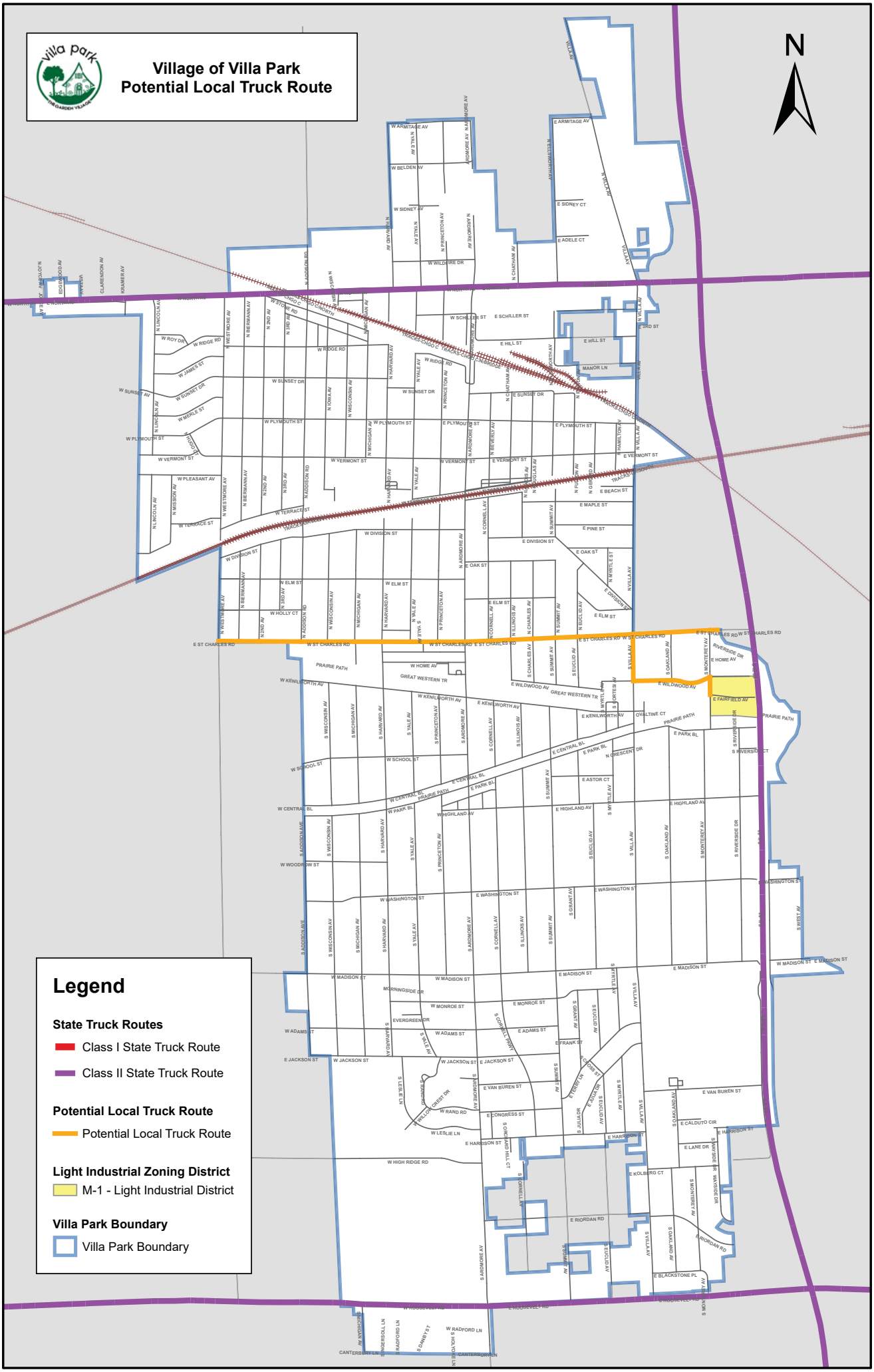
APPROVED this 14th day of March, 2022.

_____
Village President
Village of Villa Park
DuPage County, Illinois

PUBLISHED in pamphlet form this 14th day of March, 2022.

ATTEST:

_____
Village Clerk
Village of Villa Park
DuPage County, Illinois


Village of Villa Park
Potential Local Truck Route
N
Legend
State Truck Routes
Class I State Truck Route
Class II State Truck Route
Potential Local Truck Route
Potential Local Truck Route
Light Industrial Zoning District
M-1 - Light Industrial District
Villa Park Boundary
Villa Park Boundary

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Suzanne McVey
Submitting Department: Finance Department
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
An Ordinance of the Village of Villa Park, DuPage County, Illinois Authorizing and Providing for the Issue of General Obligation Bonds (Alternate Revenue Source), Series 2022A, not to exceed $7,500,000, for the Purpose of Financing a Portion of the Costs to Construct and Equip a Village Recreation Center with the Village; Prescribing the Details of Said Bonds; Providing for the Imposition of Taxes Sufficient to Pay the Same and for the Collection, Segregation, and Application of Certain Village Revenues to Pay Said Bonds

Suggested Action:
The Village Board approved an ordinance on January 10, 2022 authorizing the issuance of bonds to help fund the proposed recreationally facility in amount of not to exceed $7.5 million. The notice of the issuance of the bonds was published on January 21, 2022 and the Village did not receive any petitions contesting the bond with the 30 day period. Therefore, on March 14th the bonds were issued for sale. This ordinance will allow the sale to be finalized so the Village can receive the additional revenue for the project.

This item satisfies the Long Term Complex Strategic Goal #3 Prepare a master development plan including financial strategies for a recreation complex which would include a swimming pool and recreation center.

Attachments:
Memo.pdf
Villa Park -Ordinance - 2022A(38609746.3).docx
Villa Park - 2022A - Award Packet.pdf
Revenue Sufficiency Report.pdf

DARRYL R. DAVIDSON
(312) 460-4210 – DIRECT DIAL
(312) 460-4201 – DIRECT FAX
davidson@millercanfield.com

MILLER CANFIELD

MEMORANDUM

VIA EMAIL

TO: Parties on the Attached Distribution List

FROM: Darryl R. Davidson, Esq.

DATE: March 9, 2022

RE: Village of Villa Park, DuPage County, Illinois
General Obligation Bonds (Alternate Revenue Source), Series 2022A

In accordance with the proposed sale of the Bonds, I am enclosing a revised form of the Series 2022A Bond Ordinance for your review and comment. I have also enclosed a redlined version of the Series 2022A Bond Ordinance, marked to show changes from the February 28, 2022 version previously circulated.

This version may be distributed to the Village Board with its packet. Based on the details of the sale of the Bonds on Monday, I will prepare and understand that the Village will be presented an updated version of the Bond Ordinance for consideration by the President and Board of Trustees as an agenda action item at its March 14, 2022 regular meeting. I understand the Closing is scheduled for March 29, 2022. Each of us here at Miller Canfield continue to look forward to working with each of you and if you have any questions or comments, please do not hesitate to contact us. Thanks, all.

VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS
GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2022A

DISTRIBUTION LIST

ISSUER:
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Villa Park, Illinois 60181

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mguerra@invillapark.com

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230 West Monroe Street, Suite 2630
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Anthony Miceli, Senior Vice President
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UNDERWRITER:
To Come

PAYING AGENT / BOND REGISTRAR:
U.S. Bank National Association
190 South LaSalle Street
Chicago, IL 60603

Merci F. Stahl, Vice President
(312) 332-6774
merci.stahl@usbank.com

38803756.1/156570.00009

ORDINANCE NO. ____

AN ORDINANCE authorizing and providing for the issue of $7,490,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of financing a portion of the costs to construct and equip a Village Recreation Center within the Village; prescribing the details of said bonds; providing for the imposition of taxes sufficient to pay the same and for the collection, segregation and application of certain Village revenues to pay said bonds.

Adopted by the President and Board of Trustees of said Village on the 14th day of March, 2022.

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EXHIBIT A – Form of Continuing Disclosure Undertaking

This Table of Contents is for convenience only and is not a part of the ordinance.

ORDINANCE NO. ____

AN ORDINANCE authorizing and providing for the issue of $7,490,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of financing a portion of the costs to construct and equip a Village Recreation Center within the Village; prescribing the details of said bonds; providing for the imposition of taxes sufficient to pay the same and for the collection, segregation and application of certain Village revenues to pay said bonds.

PREAMBLES

WHEREAS

A. The Village of Villa Park, DuPage County, Illinois (the "**Village**"), is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code (the "**Municipal Code**"), and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act of the State of Illinois, as amended (the "**Debt Reform Act**").

B. The President and Board of Trustees of the Village (the "**Corporate Authorities**") have heretofore determined and do hereby determine that it is necessary and in the best interests of the public health, safety and welfare of the Village to undertake the payment of a portion of the costs to construct and equip a Village Recreation Center within the Village; and including, in connection with said improvements, acquisition of all land or rights in land, engineering, planning, architectural, mechanical, electrical, and other services necessary, useful, or advisable thereto and, incidental to said improvements, to pay bond discount, bond interest, bond reserve account funding, legal, financing, and administrative expense (all of which said acquisition, construction, services and incidental expenses may be referred to as the "**Project**").

C. The Corporate Authorities estimate the current costs of the Project and including legal, financial, accounting and other services related to the accomplishment of the Project and the issuance of bonds therefor; bond discount; capitalized bond interest; bond reserve account funding; bond registrar, paying agent and other related banking fees; and printing and publication costs; and other miscellaneous costs (all being the "**Project Costs**") to be at least $7,490,000.

D. There are no funds currently or expected to be on hand and lawfully available to pay such Project Costs, and it will be necessary to borrow $7,490,000 to pay such Project Costs.

E. Pursuant to the provisions of the Debt Reform Act, alternate bonds (as defined in the Debt Reform Act) may be issued pursuant to applicable law (as defined therein) for lawful corporate purposes of the Village, including the Project.

F. There exist one or more sources of funds for the Project, to-wit, (a) proceeds received by the Village from the issuance of its general obligation bonds or notes to the fullest extent permitted by law, including Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended and all in accordance with the provisions of Section 8-5-16 of the Municipal Code of the State of Illinois, as amended, and (b) collections distributed to the Village from those taxes imposed by the State of Illinois (the "**State**") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers' Occupation Tax Act and (c) collections distributed to the Village from those taxes imposed by the Village pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State or the Village, as applicable, in the future (collectively, the "**Pledged Revenues**").

G. The Pledged Revenues are a source of funds, other than enterprise revenues, received or available to be received by the Village and available for any one or more of its corporate purposes; and, accordingly, as provided in the Debt Reform Act, the Village is authorized to issue its alternate bonds payable from the Pledged Revenues for payment of the Project Costs.

H. The Corporate Authorities, on the 10th day of January, 2022, adopted an ordinance (the "**Authorizing Ordinance**"), authorizing the issuance of certain alternate bonds, being general obligation bonds (the "**Alternate Bonds**") payable from the Pledged Revenues, in an amount not to exceed $7,500,000 to pay or reimburse the Project Costs.

I. On the 21st day of January, 2022, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Villa Park Suburban Life*, the same being a newspaper of general circulation in the Village, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice has heretofore been presented to the Corporate Authorities and made a part of the permanent records of the Village.

J. More than thirty (30) days have expired from the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon was filed with the office of the Village Clerk of the Village (the "**Village Clerk**") requesting that the question of the issuance of any of the Alternate Bonds be submitted to referendum.

K. The Corporate Authorities are authorized to issue the Alternate Bonds pursuant to this Ordinance to the amount of $7,500,000 in accordance with the provisions of the Municipal Code and the Debt Reform Act, and the Corporate Authorities hereby determine that it is necessary and advisable that there be issued at this time $7,490,000 of the Alternate Bonds so authorized.

L. The Alternate Bonds will be payable from the Pledged Revenues and the Ad Valorem Taxes, as hereinafter defined in this Ordinance.

M. The Corporate Authorities hereby determine that the Pledged Revenues will provide in each year to final maturity of all Alternate Bonds hereunder authorized an amount not less than 1.25 times debt service on the Alternate Bonds herein defined and now proposed to be issued, there being no other Outstanding bonds of the Village issued under the provisions of Section 15 of the Debt Reform Act and having as the alternate revenue source any of the Pledged Revenues.

N. Such determination of the sufficiency of the Pledged Revenues (the "**Determination of Sufficiency**") of Speer Financial, Inc., Chicago, Illinois dated March 14, 2022 is supported by reference to the most recent audit of the Village (the "**Audit**"), which Audit is for a fiscal year ending not earlier than 18 months prior to the date of issuance of the Bonds (as hereinafter defined).

O. The Audit has been presented to and is hereby approved by the Corporate Authorities and is now on file with the office of the Village Clerk; and the Determination of Sufficiency is hereby approved by the Corporate Authorities.

P. Pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the President of the Village (the "**President**") executed an Order calling a public hearing (the "**Hearing**") for the 14th day of February, 2022, concerning the intent of the Corporate Authorities to sell the Alternate Bonds for the Project.

Q. Notice of the Hearing was given by (1) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Villa Park Suburban Life*

and (2) posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities.

R. The Hearing was held on the 14th day of February, 2022, and at the Hearing, the Corporate Authorities explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits.

S. The Hearing was finally adjourned on the 14th day of February, 2022, and not less than seven (7) days have passed since the final adjournment of the Hearing.

T. The Property Tax Extension Limitation Law of the State of Illinois, as amended (the "**Tax Limitation Law**"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the Village, but provides that the definition of "aggregate extension" contained in Section 18-185 of the Tax Limitation Law does not include "extensions ... made for payments of principal and interest on bonds issued under Section 15 of the Debt Reform Act."

U. The County Clerk of The County of DuPage, Illinois (the "**County Clerk**"), is therefore authorized to extend and collect said direct annual ad valorem taxes so levied for the payment of the Alternate Bonds for the Project without limitation as to rate or amount.

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. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Alternate Bonds
Audit
Authorizing Ordinance
Corporate Authorities
County Clerk
Debt Reform Act
Determination of Sufficiency
Hearing
Municipal Code
Pledged Revenues
President
Project
Project Costs
State
Tax Limitation Law
Village
Village Clerk

B. The following words and terms are defined as set forth.

"**Ad Valorem Taxes**" means the ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount, pledged hereunder by the Village as security for the Bonds.

"**Additional Bonds**" means any alternate bonds issued in the future in accordance with the provisions of the Municipal Code on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

"**Bond Counsel**" means Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois, or some other nationally recognized firm of attorneys whose opinions are generally acceptable to the purchasers in the national marketplace of governmental obligations.

"**Bond Fund**" means the bond fund established hereunder and further described in Section 14 of this Ordinance.

"**Bond Moneys**" means all moneys on deposit from time to time in the Bond Fund including investment income earned in the Bond Fund.

"**Bond Register**" means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

"**Bond Registrar**" means U.S. Bank National Association, Chicago, Illinois, a banking corporation having trust powers, in its respective capacities as bond registrar and paying agent hereunder, or a successor thereto or a successor designated as Bond Registrar hereunder.

"**Bond Year**" means that twelve month period beginning on December 16 of any calendar year and ending on the subsequent December 15.

"**Bonds**" means the General Obligation Bonds (Alternate Revenue Source), Series 2022A, authorized to be issued by this Ordinance, including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance.

"**Book Entry Form**" means the form of the Bonds as fully registered and available in physical form only to the Depository.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuing Disclosure Undertaking**" means the undertaking by the Village for the benefit of the Purchaser as authorized in Section 26 of this Ordinance and set forth as Exhibit A.

"**Depository**" means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

"**Fiscal Year**" means, for the Bonds and all bonds issued on a parity therewith, that twelve-calendar month period beginning on the first day of January of any calendar year and ending on the last day of December of such calendar year.

"**Government Securities**" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities

or obligations, the prompt payment of principal and interest of which is guaranteed by a pledge of the full faith and credit of the United States of America.

"**Ordinance**" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with terms hereof.

"**Outstanding**" when used with reference to the Bonds and Additional Bonds means such of those bonds which are outstanding and unpaid; provided, however, such term shall not include any of the Bonds or Additional Bonds (a) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (b) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest on such Bonds or Additional Bonds.

"**Pledged Moneys**" means, collectively, the Pledged Revenues and the Ad Valorem Taxes.

"**Project Fund**" means the Fund established hereunder and further described in Section 15 of this Ordinance.

"**Purchase Price**" means the price paid by the Purchaser for the Bonds, to-wit $7,574,708.51 (being the par amount of the Bonds, plus original issue premium in the amount of $239,158.60 and net of underwriter's discount in the amount of $154,450.09).

"**Purchaser**" means the purchaser of the Bonds, namely, Piper, Sandler & Co., Minneapolis, Minnesota.

"**Qualified Investments**" means Government Securities and such other investments as are authorized for the Village under Illinois law.

"**Record Date**" means the first day of the month of any regular interest payment date on the Bonds or the 15th day preceding any interest payment date on the Bonds occasioned by a redemption of Bonds other than on a regular interest payment date.

"**Tax-exempt**" means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals under the Code.

"**Term Bonds**" means Bonds, if any, subject to mandatory redemption by operation of the Bond Fund and designated as term bonds herein.

"**Treasurer**" means the Treasurer of the Village.

C. Certain further words and terms used in particular sections are defined below.

D. The table of contents, headings, and other paragraph or section designations in this Ordinance are for the convenience of the reader and are not to alter the meaning of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct, and complete and do hereby incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the Village for the Village to undertake the Project for the public health, safety, welfare, and convenience, in accordance with such plan therefor as described, and to issue the Bonds to enable the Village to pay the Project Costs.

Section 4. Determination of Public Purpose. The Corporate Authorities hereby determine the Project to be a proper corporate and public purpose.

Section 5. Bond Details. For the purpose of providing for the payment of the Project Costs, there shall be issued and sold the Bonds in the aggregate principal amount of $7,490,000. The Bonds shall be issued and shall be designated "General Obligation Bonds (Alternate Revenue Source), Series 2022A." The Bonds shall be dated the date of issuance (the "**Dated Date**"), and shall also bear the date of authentication thereof. The Bonds shall be in fully registered and in Book Entry Form, shall be in denominations of $5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due and payable (being subject to the right of prior redemption hereinafter set forth) serially on December 15 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount ($)	Rate (%)
2028	$440,000	3.00%
2029	450,000	3.00%
2030	465,000	3.00%
2031	480,000	3.00%
2032	495,000	3.00%
2033	505,000	3.00%
2034	525,000	3.00%
2035	540,000	3.00%
2036	555,000	3.00%
2037	570,000	3.00%
2038	590,000	3.00%
***	***	***
2040	1,230,000	3.00%
2041	645,000	3.00%

Each Bond shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on December 15 and June 15 of each year, commencing

on December 15, 2022. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond at the address as shown in the Bond Register or at such other address furnished in writing by such registered owner, or as otherwise may be agreed with the Depository for so long as the Depository is the registered owner as of a given Record Date. The principal of or redemption price, if any, due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office maintained for the purpose by the Bond Registrar in Chicago, Illinois, or at successor Bond Registrar or locality.

Section 6. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of the Depository (such depository or nominee being the "**Book Entry Owner**"). Except as otherwise expressly provided, all of the Outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). The President, Village Clerk, the Treasurer and the Bond Registrar are each authorized, empowered, and directed to execute and deliver, or utilize a previously executed and delivered, Letter of Representations or Blanket Letter of Representations (either being the "**Letter of Representations**") substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such

Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a "**Depository Participant**") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village

determines that it is in the best interests of the Village or of the beneficial owners of the Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of the President and attested by the manual or duly authorized facsimile signature of the Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent for the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication

upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Redemption.

A. **Optional Redemption**. The Bonds due on and after December 15, 2031 are callable in whole or in part from any available moneys on any date on or after December 15, 2030, at a price of par and accrued interest. If less than all the Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the Village and within any maturity by lot.

B. **Term Bonds**. The Bonds maturing on December 15, 2040 (the "**Term Bonds**") are subject to mandatory sinking fund redemption on the following dates and in the amounts set forth below at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, the Village shall cause to be deposited in the Bond Fund a sum that is sufficient to redeem the following principal amounts of such Term Bonds plus accrued interest to the redemption date:

TERM BOND DUE DECEMBER 15, 2040

Redemption Dates	Principal Amounts
December 15, 2039	$605,000
December 15, 2040 (maturity)	625,000

Section 9. Redemption Procedures. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

A. ***Notice to Registrar***. For a mandatory redemption, unless otherwise notified by the Village, the Bond Registrar will proceed on behalf of the Village as its agent to provide for the mandatory redemption of such Term Bonds without further order or direction hereunder or otherwise. For an optional redemption the Village shall, at least 45 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the maturities and principal amounts of Bonds to be redeemed.

B. ***Selection of Bonds within a Maturity***. For purposes of any redemption of less than all of the Bonds of a single series and maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any $5,000 Bond or $5,000 portion of a Bond shall be as likely to be called for redemption as any other such $5,000 Bond or $5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable receipt of funds sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

C. ***Official Notice of Redemption***. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner

to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

(1) the redemption date;

(2) the redemption price;

(3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date;

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Bond Registrar maintained for that purpose.

D. ***Conditional Redemption***. Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

E. ***Bonds Shall Become Due***. Subject to the stated condition in the paragraph (D) immediately preceding, official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall he paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

F. ***Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver***. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Letter of Representations, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.

G. ***New Bond in Amount Not Redeemed***. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

H. ***Effect of Nonpayment upon Redemption***. If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

I. ***Bonds to be Cancelled; Payment to Identify Bonds***. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

J. ***Additional Notice***. The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rule Making Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however*, that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village, (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing

Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

K. ***Bond Registrar to Advise Village***. As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 10. Registration of Bonds; Persons Treated as Owners. The Village shall cause the Bond Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall authorize to be prepared, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office maintained for the purpose by the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the registered owner, transferee or transferees (as the case may be) a new fully registered Bond or Bonds of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer

or exchange any Bond all or a portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date, and deliver such Bond, ***provided, however***, the principal amount of Outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 11. Form of Bonds. The Bonds shall be in substantially the form hereinafter set forth; ***provided, however***, that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted, and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[Form of Bond - Front Side]

REGISTERED **REGISTERED**
NO._____ **$_____**

UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF DUPAGE
VILLAGE OF VILLA PARK
GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE), SERIES 2022A

See Reverse Side for
Additional Provisions.

Interest	Maturity	Dated	CUSIP:
Rate: 3.00%	Date: December 15, 20__	Date: March 29, 2022	927022 ___

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Villa Park, DuPage County, Illinois, a municipality, unit of local government, and political subdivision of the State of Illinois (the "**Village**"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (being subject to the right of prior redemption as hereinafter stated), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on December 15 and June 15 of each year, commencing December 15, 2022, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Bond is payable in lawful money of the United States of America upon presentation hereof at the office of U.S. Bank National Association,

maintained for the purpose, located in Chicago, Illinois, as paying agent and bond registrar (the "**Bond Registrar**"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the applicable Record Date (the "**Record Date**"). The Record Date shall be the first day of the month of any regular interest payment date on the Bonds or the 15th day preceding any interest payment date on the Bonds occasioned by a redemption of Bonds other than on a regular interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar and a qualified securities clearing corporation as depository, or nominee, for so long as this Bond shall be in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all acts, conditions, and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Ad Valorem Taxes, and the segregation of all Pledged Moneys sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby

covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance.

FOR THE PROMPT PAYMENT OF THIS BOND, BOTH PRINCIPAL AND INTEREST AT MATURITY, THE FULL FAITH, CREDIT AND RESOURCES OF THE VILLAGE ARE HEREBY IRREVOCABLY PLEDGED.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Villa Park, DuPage County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

(Form – Not for Signature)
President, Village of Villa Park
DuPage County, Illinois

ATTEST:

(Form – Not for Signature)
Village Clerk, Village of Villa Park
DuPage County, Illinois

[SEAL]

Date of Authentication: March 29, 2022

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds (Alternate Revenue Source), Series 2022A, of the Village of Villa Park, DuPage County, Illinois.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By (Form – Not for Signature)
Authorized Officer

Bond Registrar and Paying Agent:

U.S. Bank National Association
Chicago, Illinois

[FORM OF BOND - REVERSE SIDE]

This bond and the bonds of the series of which it forms a part (the "**Bonds**") are of an authorized issue of $7,490,000 and are of like dated date and tenor except as to maturity and right of redemption and are issued pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the "**Debt Reform Act**"), for the purpose of funding certain Project Costs in the Village.

The Bonds are payable from the Pledged Revenues of the Village and the Ad Valorem Taxes of the Village, all in accordance with the provisions of the Debt Reform Act.

The Bonds are issued pursuant to an authorizing ordinance passed by the President and Board of Trustees of the Village (the "**Corporate Authorities**") on the 10th day of January, 2022, and by a more complete bond ordinance passed by the Corporate Authorities on the 14th day of March, 2022 (the "**Ordinance**"), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance of this Bond assents. This Bond does not and will not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Ad Valorem Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds shall have been paid from the Pledged Revenues for a complete Fiscal Year.

Under the Ordinance, certain Pledged Revenues of the Village will be allocated to and set aside, as available and needed, to pay interest on and principal of the Bonds. Bonds may be issued in the future to share in the Pledged Revenues on a parity as to lien with the Bonds as provided in

the Ordinance and the Debt Reform Act. The Ad Valorem Taxes secure, solely and only, the Bonds, and are not pledged to and will not be available for payment of any Additional Bonds.

This Bonds is a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code.

This Bond is subject to mandatory and optional redemption upon the terms, notice, price and other applicable provisions set forth in the Ordinance.

This Bond is subject to provisions relating to registration, transfer and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

[INSERT APPLICABLE INSURANCE LANGUAGE HERE]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

_____

_____

(Name and Address of Transferee)
the within Bond and does hereby irrevocably constitute and appoint

_____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

NOTICE: The signature to this transfer must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 12. Sale of Bonds. The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall be by the Treasurer delivered to the Purchaser upon payment of the Purchase Price. The contract for the sale of the Bonds to the Purchaser, as evidenced by the "**Official Bid Form**," as submitted to and presented to the Corporate Authorities at this meeting, as executed by the Purchaser, is hereby in all respects approved and confirmed, and the officer or officers of the Village designated therein are authorized and directed to execute the contract on behalf of the Village, it being hereby declared that no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in such contract for the sale of the Bonds to the Purchaser. The Preliminary Official Statement of the Village relating to the Bonds and

heretofore presented to the Corporate Authorities is hereby ratified and approved. The Official Statement of the Village relating to the Bonds, to be dated within seven (7) business days hereof (the "**Official Statement**"), is hereby authorized, and the Purchaser is hereby authorized on behalf of the Village to distribute copies of the Official Statement to the ultimate purchasers of the Bonds. Such officer or officers of the Village as are designated therein are hereby authorized to execute and deliver the Official Statement on behalf of the Village.

Section 13. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys and do not and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Ad Valorem Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in Section 16 of this Ordinance, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Debt Reform Act.

Section 14. Bond Fund; Pledged Revenues Subaccount.

A. There is hereby created a special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the "**General Obligation Bonds (Alternate Revenue Source), Series 2022A, Bond Fund**" (the "**Bond Fund**"). The purpose of the Bond Fund is to receive all moneys appropriated for the payment of the Bonds, including the Pledged Revenues and the Ad Valorem Taxes, and also including any income or revenue from other sources which may be available for payment of the Bonds ("**Money from Other Sources**"). Pledged Revenues, Money from Other Sources, and Ad Valorem Taxes deposited into the Bond Fund for the purpose of abating the then-current Ad

Valorem Taxes levy, and which will be expended within twelve months of the date of deposit, shall be credited to the Bond Fund in amounts sufficient to provide for such abatement. Such moneys shall not be deposited to provide for abatement for a particular year prior to December 16 of such year (being the levy year preceding interest and principal payments payable from such levy). The Bond Fund and its respective subaccounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The Treasurer shall deposit the Pledged Revenues and Money from Other Sources as available into the Bond Fund (at the times and in the amounts required by Section 18 hereof). Any Ad Valorem Taxes received by the Village shall also promptly be deposited into the Bond Fund. Ad Valorem Taxes on deposit to the credit of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any other moneys on deposit in the Bond Fund.

B. Bond Moneys on deposit in the Bond Fund shall be used as follows:

1. Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity from the Bond Fund, or

2. Reserved.

Interest or principal coming due at any time when there are insufficient funds on hand from the aforesaid sources dedicated to the payment of the same shall be paid promptly when due from current funds on hand in advance of the collection of such monies; and when such monies shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Ad

Valorem Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Taxes, to the extent necessary, may be levied, extended and collected as provided herein and deposited into the Bond Fund.

C. There is hereby created within the Bond Fund a subaccount to be known as the "**Pledged Revenues Subaccount**" which subaccount shall be the fund to receive transfers of Pledged Revenues for the payment of the interest on and principal of the Bonds. The Treasurer is hereby authorized and directed to make such transfers of Pledged Revenues from time to time as may be necessary, to assure the full and timely abatement of the Ad Valorem Taxes, it being the express intent of the Corporate Authorities that the Pledged Revenues, or any portion thereof, shall be the source of payment of the interest on and principal of the Bonds.

Section 15. Use of Bond Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Proceeds of the Bonds in the amount of $0.00 shall be used to pay first interest coming due on the Bonds and shall be remitted by the Treasurer for deposit into the Bond Fund and be used to pay such interest coming due on the Bonds.

B. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall either be paid directly at delivery of the Bonds at the direction of the Village or be retained by the Village to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess amounts from the money held for such purpose shall be deposited into the Project Fund not more than six months from the date of issuance of the Bonds. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

C. The remaining proceeds of the Bonds shall be set aside in a separate fund hereby created and designated as the "**Series 2022A Project Fund**" (hereinafter, the "**Project Fund**"), which the Village shall maintain as a separate and segregated account. Moneys in the Project Fund shall be withdrawn from time to time as needed for the payment of the Project Costs.

D. Alternatively to the creation of the funds and accounts described above, the Treasurer may allocate the Bond Moneys or the proceeds of the Bonds to one or more related funds of the Village already in existence and in accordance with good accounting practice; provided, however, that this shall not relieve the Treasurer of the duty to account for and invest the Bond Moneys and the proceeds of the Bonds as herein provided, as if such funds had in fact been created.

Funds on deposit in the Project Fund may be invested by the Treasurer in any lawful manner. All investment earnings in the Project Fund shall first be reserved and transferred to such other account as and to the extent necessary to pay any "excess arbitrage profits" under Section 148 of the Code to maintain the Tax-exempt status of the Bonds, and the remainder shall be retained in the Project Fund. Within sixty (60) days after full depletion of the Project Fund, the Treasurer shall certify to the Corporate Authorities the fact of such depletion, and upon approval of such certification by the Corporate Authorities, funds (if any) remaining in the Project Fund shall be credited by the Treasurer to the account for payment of the Bonds; and the Project Fund shall be closed.

Section 16. Ad Valorem Property Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds when due or as subject to mandatory redemption, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds

are Outstanding, a direct annual tax in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes (the "**Ad Valorem Taxes**"):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR ($) SUM OF:	
2022	$384,486.67	for interest up to and including December 15, 2023
2023	$224,700.00	for interest
2024	$224,700.00	for interest
2025	$224,700.00	for interest
2026	$224,700.00	for interest
2027	$664,700.00	for interest and principal
2028	$661,500.00	for interest and principal
2029	$663,000.00	for interest and principal
2030	$664,050.00	for interest and principal
2031	$664,650.00	for interest and principal
2032	$659,800.00	for interest and principal
2033	$664,650.00	for interest and principal
2034	$663,900.00	for interest and principal
2035	$662,700.00	for interest and principal
2036	$661,050.00	for interest and principal
2037	$663,950.00	for interest and principal
2038	$661,250.00	for interest and principal
2039	$663,100.00	for interest and principal
2040	$664,350.00	for interest and principal

Section 17. Filing with County Clerk. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerk of The County of DuPage, Illinois (the "**County Clerk**"). The County Clerk shall in and for each of the years required ascertain the rate percent required to produce the aggregate Ad Valorem Taxes hereinbefore provided to be levied in each of said years; and, unless abated, the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and the County Clerk, or other appropriate officer or designee, shall remit the Ad Valorem Taxes for deposit to the credit of the Bond Fund, and in said years the Ad Valorem Taxes shall be levied and collected by and for and

on behalf of the Village in like manner as taxes for general municipal purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Ad Valorem Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 18. Abatement of Ad Valorem Taxes. For the purpose of providing Pledged Revenues or Money from Other Sources in each year sufficient to pay debt service of all Outstanding Bonds for such year, the Village agrees and covenants to make provision therefor in the Village's annual budget and appropriation ordinance to be duly adopted by the Corporate Authorities, all in the manner, form, and time as provided by law. Prior to the deadline for the timely annual abatement of the Ad Valorem Taxes for the Bonds for the then current year, established by applicable law and the procedures of the County Clerk, the Treasurer shall deposit Pledged Revenues and may, if appropriated, deposit Money from Other Sources, or both, into the proper account or subaccount of the Bond Fund in an amount necessary to provide for the payment of interest on and principal of the Bonds otherwise payable from the proceeds of such tax levy. Upon (but in no event prior to) the deposit of such moneys, the Corporate Authorities or the officers of the Village acting with proper authority shall direct the abatement of such levy of Ad Valorem Taxes for the Bonds to the extent of the moneys so deposited.

Section 19. Investments. The moneys on deposit in the Pledged Revenues Subaccount may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time as moneys may be needed for the purposes for which the Pledged Revenues Subaccount has been created. In addition, the Treasurer shall (with or without direction from the Corporate Authorities) sell such investments when necessary to remedy any deficiency in the

Pledged Revenues Subaccount. All investment earnings shall be attributed to the fund or account for which the investment was made.

Section 20. Pledged Revenues Pledged. The Village hereby pledges the Pledged Revenues to the payment of the Bonds as hereinabove provided, and the Corporate Authorities covenant and agree to provide for, collect and apply Pledged Revenues to the payment of the Bonds as hereinabove provided and the provision of not less than an additional 0.25 times debt service. The determination of the sufficiency of the Pledged Revenues pursuant to this Section shall be supported by reference to the Audit, and the reference to and acceptance of the Audit by the Corporate Authorities shall be conclusive evidence that the conditions of Section 15 of the Debt Reform Act have been met.

Section 21. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, or any portion of the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues or such portion of the Pledged Revenues with the Bonds. In addition, the Village reserves the right to issue bonds or other obligations from time to time payable from Pledged Revenues, or any portion of the Pledged Revenues, on a subordinated basis with the Outstanding Bonds.

Section 22. Pertaining to the Bond Registrar. If requested by the Bond Registrar, any officer of the Village is authorized to execute a standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreement and subject to modification thereby, the Bond Registrar by acceptance of duties under this Ordinance agrees (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain the Bond Register as set forth herein and to furnish the Bond Register to the Village upon request, but

otherwise to keep the Bond Register confidential to the extent permitted by law; (c) to cancel and/or destroy Bonds which have been paid at maturity or upon redemption or submitted for exchange or transfer; (d) to furnish the Village periodically and upon request a certificate with respect to Bonds cancelled and/or destroyed; and (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds. The Village covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

A. The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

B. The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent for the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

C. The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in the same manner, or as nearly the same as may be practicable, as for a redemption of Bonds. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining a corporate trust office in Illinois or New York, and having capital and surplus and undivided profits in excess of $50,000,000.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 23. General Covenants. The Village covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain Outstanding, as follows:

A. The Village will punctually pay or cause to be paid from the Pledged Revenues and from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

B. The Village will pay and discharge, or cause to be paid and discharged, from the Pledged Revenues and the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or which might

impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

C. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys, the Pledged Revenues and the Bond Fund.

D. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

E. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

F. As long as any Bonds are Outstanding, the Village will continue to deposit and apply the Pledged Revenues as provided herein and, if applicable, will deposit the Ad Valorem Taxes to the Bond Fund. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village (i) to collect the Pledged Revenues from the State of Illinois, (ii) to collect the Ad Valorem Taxes or (iii) to collect and to segregate

the Pledged Moneys. The Village and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues can be collected, that the Ad Valorem Taxes can be levied and extended and that the Pledged Revenues and the Ad Valorem Taxes may be collected and deposited into the Bond Fund and to the credit of the respective subaccounts thereof, respectively, as provided herein.

G. The Outstanding Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, from the Pledged Revenues, as herein provided, and from the Ad Valorem Taxes, all as provided in the Debt Reform Act.

Section 24. General Tax Covenants; Bank Qualification. The Village hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting, any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds not to be excludable from the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "**IRS**") of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants,

and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

The Bonds are hereby designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code.

Section 25. Municipal Bond Insurance. In the event that the payment of principal of and interest on the Bond is insured pursuant to a municipal bond insurance policy (the "**Municipal Bond Insurance Policy**") issued by a bond insurer (a "**Bond Insurer**"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President on advice of counsel, his approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this Section.

Section 26. Continuing Disclosure Undertaking. The President or the Village Clerk are hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking substantially in the form attached hereto as ***Exhibit A*** to this Ordinance, made a part hereof by this reference, and hereby approved; the officer signatory to such Continuing Disclosure Undertaking being hereby authorized and directed to execute same. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as in the text of this Ordinance provided, the Continuing Disclosure Undertaking will be binding upon the Village and

the officers, employees, and agents of the Village, and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 27. Defeasance. Bonds which are no longer Outstanding Bonds as defined in this Ordinance shall cease to have any lien on or right to receive or be paid from the Pledged Revenues or the Ad Valorem Taxes, and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth in this Ordinance as such relates to lien and security for the Bonds in the Pledged Revenues or the Ad Valorem Taxes.

Section 28. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as in the text of this Ordinance provided. All covenants relating to the Bonds and the conditions and obligations imposed by Section 15 of the Debt Reform Act are enforceable by any holder of the Bonds affected, any taxpayer of the Village and the People of the State acting through the Attorney General or any designee.

Section 29. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 30. Superseder. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby superseded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 31. Effective Date. This Ordinance shall be effective immediately upon its passage by the Corporate Authorities, signing and approval by the President.

PASSED by the Corporate Authorities on March 14, 2022.

APPROVED: March 14, 2022

_____
President

AYES: _____

_____

NAYS: _____

ABSENT: _____

PUBLISHED in pamphlet form by authority of the Corporate Authorities on March 15, 2022.

RECORDED in the Village Records on March 15, 2022.

ATTEST:

_____
Village Clerk

[SEAL]

EXHIBIT A

FORM OF CONTINUING DISCLOSURE UNDERTAKING

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

CERTIFICATION OF AGENDA, ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified Village Clerk of the Village of Villa Park, DuPage County, Illinois (the "**Village**"), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees (the "**Corporate Authorities**") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting (the "**Meeting**") of the Corporate Authorities held on the 14th day of March, 2022, insofar as same relates to the adoption of an ordinance numbered ____ and entitled:

> **AN ORDINANCE** authorizing and providing for the issue of $7,490,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of financing a portion of the costs to construct and equip a Village Recreation Center within the Village; prescribing the details of said bonds; providing for the imposition of taxes sufficient to pay the same and for the collection, segregation and application of certain Village revenues to pay said bonds

(the "**Ordinance**") a true, correct and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all of the news media requesting notice of the Meeting; that an agenda (the "**Agenda**") for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities on a day that was not a Saturday, Sunday or legal

holiday for Illinois municipalities and at least 48 hours in advance of the holding of the Meeting and also not later than 5:00 p.m. on the Friday before the Meeting, and remained continuously posted until on or after the adjournment of the Meeting; that the Agenda contained a separate specific item concerning the proposed adoption of the Ordinance; ***that a true, correct and complete copy of the Agenda is attached hereto***; that the Meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the applicable provisions of said Act and said Code and its own procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 1st day of March, 2022.

_____

Village Clerk

[SEAL]

[ATTACH AGENDA]

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois (the "**County**"), and as such officer I do hereby certify that on the ____ day of March, 2022 there was filed in my office a duly certified copy of an ordinance, numbered ____, and entitled:

> **AN ORDINANCE** authorizing and providing for the issue of $7,490,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of financing a portion of the costs to construct and equip a Village Recreation Center within the Village; prescribing the details of said bonds; providing for the imposition of taxes sufficient to pay the same and for the collection, segregation and application of certain Village revenues to pay said bonds

passed by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, on the 14th day of March, 2022, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the County this ____ day of March, 2022.

_____
County Clerk of
The County of DuPage, Illinois

[SEAL]

38609746.3/156570.00009

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS ESTABLISHED 1954

DANIEL FORBES *President*
RAPHALIATA McKENZIE *Senior Vice President*
MAGGIE BURGER *Senior Vice President*
ANTHONY MICELI *Senior Vice President*
MARK JERETINA *Senior Vice President*
AARON GOLD *Vice President*

March 14, 2022

The Honorable Nick Cuzzone
and Members of the Village Board of Trustees
Village of Villa Park
20 Ardmore Avenue
Villa Park, Illinois 60181

Dear President Cuzzone and Board Members:

The Village of Villa Park, DuPage County Illinois (the "Village") received bids today for the $7,415,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A (the "Bonds"). There were 16 bids received from four bidders. The best bid received by each bidder is listed at the bottom of this letter in accordance with the signed bids.

Upon examination, it is our opinion that the bid of Piper Sandler & Co., Minneapolis, Minnesota, is the best bid received, and it is further our opinion that the bid is favorable to the Village and should be accepted. The proceeds of the Bonds will be used to provide for expenditures related to the costs to construct and equip a Village Recreation Center within the Village, and to pay the costs of issuing the Bonds. After the sale, in order to meet the Village's financing requirements, the par amount of the Bonds was adjusted to $7,490,000. The issuance of the Bonds will result in a project fund deposit of $7,500,000. We therefore recommend that the Bonds be awarded to that bidder at a price of $7,574,708.51, being at a true interest rate of 2.8973% (as adjusted).

Account Managers	True Interest Rate
Piper Sandler & Co., Minneapolis, Minnesota	**2.8882 % (Original)** **2.8973% (Revised)**
Northland Securities, Minneapolis, Minnesota	2.8894%
Robert W. Baird & Co., Inc., Milwaukee, Wisconsin	2.9740%
The Baker Group LP, Babylon, New York	2.9801%

Respectfully submitted,

SPEER FINANCIAL, INC.

Anthony F. Miceli
Senior Vice President

AFM/lae

Attachments

SPEERAUCTION.COM

Observation

Auction Date	Type	Start	End	Time Now	Status
Mon., Mar 14, 2022	AON	11:00:00 am	11:15:00 am	11:18:02 am EDT	Over

Connected to server

Reoffering Information is now available on the **Best Bid** Page

$7,415,000*
Village of Villa Park, DuPage County, Illinois
General Obligation Bonds
(Alternate Revenue Source),
Series 2022A

	Bidder	Firm	TIC	Time	Gross Interest	+ Discount/ (Premium)	Total Interest	Bid No.	Cumulative Improvement
1st	PIPE-DD	Piper Sandler	2.888216%	11:07:50 am	$3,014,936.67	(90,639.75)	$2,924,296.92	1	-
2nd	NORT-DS	Northland	2.889398%	11:14:59 am	$3,014,936.67	(89,668.60)	$2,925,268.07	10	0.692281%
3rd	RWBA-DK	Robert Baird	2.973958%	11:14:00 am	$3,014,936.67	(20,616.30)	$2,994,320.37	3	0.115068%
4th	BAKE-SF	Baker Group	2.980055%	11:14:04 am	$3,014,936.67	(15,668.25)	$2,999,268.42	2	0.037076%
							Total Bids:	**16**	

*Preliminary, subject to change

Speer Financial, Inc.
INDEPENDENT MUNICIPAL ADVISORS ● ESTABLISHED 1954
SUITE 2630 ● 230 WEST MONROE STREET ● CHICAGO, ILLINOIS 60606 ● (312) 346-3700 ● FAX (312) 346-8833

Investment Rating:
S&P Global Ratings … AA (Stable)

$7,490,000
VILLAGE OF VILLA PARK
DuPage County, Illinois
General Obligation Bonds (Alternate Revenue Source), Series 2022A

Date of Sale: March 14, 2022
Revised Average Life: 13.689 Years
Bond Buyer Index: 2.33%
(Based on TIC)

Bidders*	Price	Maturities	Bid Par	Revised Par	Rates	True Interest**
Piper Sandler & Co.,	101.222%	2028	$ 465,000	**$ 440,000**	3.000%	2.8882%
Minneapolis, MN	$7,505,639.75	2029	470,000	**450,000**	3.000%	$2,924,296.92
Cantor Fitzgerald	(Original)	2030	480,000	**465,000**	3.000%	(Original)
Truist Securities		2031	490,000	**480,000**	3.000%	
	101.131%	2032	500,000	**495,000**	3.000%	**2.8973%**
	$7,574,708.51	2033	510,000	**505,000**	3.000%	**$2,991,228.16**
	(Revised)	2034	520,000	**525,000**	3.000%	**(Revised)**
		2035	530,000	**540,000**	3.000%	
		2036	545,000	**555,000**	3.000%	
		2037	555,000	**570,000**	3.000%	
		2038	565,000	**590,000**	3.000%	
		2039	580,000	**605,000**	3.000%	
		2040	595,000	**625,000**	3.000%	
		2041	610,000	**645,000**	3.000%	
			$7,415,000	**$7,490,000**		

Bidders*	Price	Maturities	Rates	True Interest**
Northland Securities,	101.209%	2028-2041	3.000%	2.8894%
Minneapolis, MN	$7,504,668.60			$2,925,268.07
Robert W. Baird & Co., Inc.,	100.278%	2028-2041	3.000%	2.9740%
Milwaukee, WI	$7,435,616.30			$2,994,320.37
The Baker Group LP,	100.211%	2028-2041	3.000%	2.9801%
Babylon, NY	$7,430,668.25			$2,999,268.42
Middlegate Securities				

*Syndicate information is provided by the underwriter. The information contained in this report is the most current available.
**The winning bid was adjusted to reflect the new amount of $7,490,000. All other bids were based on the pre-sale amount of $7,415,000. The true interest rate reflects the time value of money where dollars spent in early years have a greater weight than dollars spent in later years.

$7,490,000
Village of Villa Park, DuPage County, Illinois
General Obligation Bonds
(Alternate Revenue Source),
Series 2022A

Best AON Bidder:	Best AON TIC:	Best Revised AON TIC
Piper Sandler & Co.	2.888216 %	2.897332 %

Due	Principal Amount *	Resized Principal Amount	Serial/ Sinker/ Term	Coupon
Dec 15, 2028	$465,000	$440,000	Serial	3.000%
Dec 15, 2029	$470,000	$450,000	Serial	3.000%
Dec 15, 2030	$480,000	$465,000	Serial	3.000%
Dec 15, 2031	$490,000	$480,000	Serial	3.000%
Dec 15, 2032	$500,000	$495,000	Serial	3.000%
Dec 15, 2033	$510,000	$505,000	Serial	3.000%
Dec 15, 2034	$520,000	$525,000	Serial	3.000%
Dec 15, 2035	$530,000	$540,000	Serial	3.000%
Dec 15, 2036	$545,000	$555,000	Serial	3.000%
Dec 15, 2037	$555,000	$570,000	Serial	3.000%
Dec 15, 2038	$565,000	$590,000	Serial	3.000%
Dec 15, 2039	$580,000	$605,000	Sinker	3.000%
Dec 15, 2040	$595,000	$625,000	Term	3.000%
Dec 15, 2041	$610,000	$645,000	Serial	3.000%

Original Purchase Price: **$7,505,639.75**
Resized Purchase Price: **$7,574,708.51**
Spread: None Entered
Time Submitted: March 14, 2022 at 11:07:50 AM EDT
* Numbers displayed in blue are post sale adjustments.

SpeerAuction Interest Cost Calculations (for informational purposes only)		
	Original	**Resized**
Issue Size	$7,415,000	$7,490,000
Gross Interest	$3,014,936.67	$3,075,936.67
Plus Discount/(Less Premium)	(90,639.75)	(84,708.51)
Total Interest Cost	$2,924,296.92	$2,991,228.16
True Interest Rate	2.888216%	2.897332%
Total Bond Years	100,497.89	102,531.22
Average Life	13.553 Years	13.689 Years

Firm: Piper Sandler & Co.

The foregoing bid as submitted or as revised post sale, if appropriate, was accepted and the Securities sold by action of this Board, and receipt is hereby acknowledged of the good faith Deposit, if any, which is being held in accordance with the terms of the annexed Official Notice of Sale.

Signature: _____

Title: _____

Village of Villa Park, DuPage County, Illinois

General Obligation Bonds (Alternate Revenue Source), Series 2022A

Dated: 3/29/2022

FINAL

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/29/2022	-	-	-	-	-
12/15/2022	-	-	159,786.67	159,786.67	159,786.67
06/15/2023	-	-	112,350.00	112,350.00	-
12/15/2023	-	-	112,350.00	112,350.00	224,700.00
06/15/2024	-	-	112,350.00	112,350.00	-
12/15/2024	-	-	112,350.00	112,350.00	224,700.00
06/15/2025	-	-	112,350.00	112,350.00	-
12/15/2025	-	-	112,350.00	112,350.00	224,700.00
06/15/2026	-	-	112,350.00	112,350.00	-
12/15/2026	-	-	112,350.00	112,350.00	224,700.00
06/15/2027	-	-	112,350.00	112,350.00	-
12/15/2027	-	-	112,350.00	112,350.00	224,700.00
06/15/2028	-	-	112,350.00	112,350.00	-
12/15/2028	440,000.00	3.000%	112,350.00	552,350.00	664,700.00
06/15/2029	-	-	105,750.00	105,750.00	-
12/15/2029	450,000.00	3.000%	105,750.00	555,750.00	661,500.00
06/15/2030	-	-	99,000.00	99,000.00	-
12/15/2030	465,000.00	3.000%	99,000.00	564,000.00	663,000.00
06/15/2031	-	-	92,025.00	92,025.00	-
12/15/2031	480,000.00	3.000%	92,025.00	572,025.00	664,050.00
06/15/2032	-	-	84,825.00	84,825.00	-
12/15/2032	495,000.00	3.000%	84,825.00	579,825.00	664,650.00
06/15/2033	-	-	77,400.00	77,400.00	-
12/15/2033	505,000.00	3.000%	77,400.00	582,400.00	659,800.00
06/15/2034	-	-	69,825.00	69,825.00	-
12/15/2034	525,000.00	3.000%	69,825.00	594,825.00	664,650.00
06/15/2035	-	-	61,950.00	61,950.00	-
12/15/2035	540,000.00	3.000%	61,950.00	601,950.00	663,900.00
06/15/2036	-	-	53,850.00	53,850.00	-
12/15/2036	555,000.00	3.000%	53,850.00	608,850.00	662,700.00
06/15/2037	-	-	45,525.00	45,525.00	-
12/15/2037	570,000.00	3.000%	45,525.00	615,525.00	661,050.00
06/15/2038	-	-	36,975.00	36,975.00	-
12/15/2038	590,000.00	3.000%	36,975.00	626,975.00	663,950.00
06/15/2039	-	-	28,125.00	28,125.00	-
12/15/2039	605,000.00	3.000%	28,125.00	633,125.00	661,250.00
06/15/2040	-	-	19,050.00	19,050.00	-
12/15/2040	625,000.00	3.000%	19,050.00	644,050.00	663,100.00
06/15/2041	-	-	9,675.00	9,675.00	-
12/15/2041	645,000.00	3.000%	9,675.00	654,675.00	664,350.00
Total	**$7,490,000.00**	**-**	**$3,075,936.67**	**$10,565,936.67**	**-**

Yield Statistics

Bond Year Dollars	$102,531.22
Average Life	13.689 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	2.9173827%
True Interest Cost (TIC)	2.8973325%
Bond Yield for Arbitrage Purposes	2.6724143%
All Inclusive Cost (AIC)	2.9824578%

IRS Form 8038

Net Interest Cost	2.7025107%
Weighted Average Maturity	13.581 Years

S&P Global
Ratings

RatingsDirect®

Summary:

Villa Park, Illinois; General Obligation

Primary Credit Analyst:
Ying Huang, San Francisco + 1 (415) 371 5008; ying.huang@spglobal.com

Secondary Contact:
David H Smith, Chicago + 1 (312) 233 7029; david.smith@spglobal.com

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Summary:

Villa Park, Illinois; General Obligation

Credit Profile		
US$7.415 mil GO bnds (alternate rev source) ser 2022A due 12/15/2041		
Long Term Rating	AA/Stable	New
Villa Pk Vill GO		
Long Term Rating	AA/Stable	Affirmed

Rating Action

S&P Global Ratings assigned its 'AA' long-term rating to Villa Park, Ill.'s $7.415 million series 2022A general obligation (GO) alternate revenue source bonds. S&P Global Ratings also affirmed its 'AA' rating on the village's existing GO bonds and debt certificates. The outlook is stable.

The series 2022A bonds are secured by the village's sales tax revenue and the village's annual issuance of its limited tax bonds. Unlimited ad valorem property taxes are also pledged to the extent pledged revenue is insufficient. We rate the bonds solely on the unlimited-tax GO pledge. Villa Park will abate the annual debt service levy only to the extent funds are set aside to pay debt service. The village will use the bond proceeds to construct and equip a village recreation center. The village's other alternate revenue source GO bonds are payable from designated pledged revenue and unlimited ad valorem property taxes. We rate the bonds solely on the unlimited-tax GO pledge.

The village's debt certificates are payable from any legally available funds. We rate this non ad valorem debt at the same level as the GO bonds, based on our view of Villa Park's general creditworthiness, as reflected in our rating on the village's GO bonds. We believe the transferable nature of financial resources and the village's ability to manage those resources support our view of the obligor's ability and willingness to repay the certificates.

Credit overview

Villa Park's location near the center of Chicago's suburbs provides residents and businesses with economic opportunities in Chicago, Naperville, and a large number of suburbs in the collar counties surrounding Cook County. Despite not having home-rule powers, the village has been able to build and maintain very strong operating reserves. We believe the village's greatest credit weakness is its underfunded public pensions and increasing pension payments, which will pressure its budgets for some time to come.

The rating reflects our opinion of the village's:

- Strong economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with operating surpluses posted in both general fund and total governmental funds in fiscal 2020 and expected for fiscal 2021;

- Very strong budgetary flexibility and liquidity; and
- Very weak debt and contingent liability profile, with a large pension and other postemployment benefit (OPEB) obligation and the lack of a plan to sufficiently address the obligation.

Environmental, social, and governance

We analyzed Villa Park's overall environmental, social, and governance (ESG) risk factors within the context of our criteria. We note that its pension funding discipline constitutes an elevated governance risk, like most of its peer issuers in Illinois, as its largest pension plan is poorly funded with a sizable pension liability. Other than the elevated governance peers, we view the environmental and social risks of the village in line with sector peers.

Stable Outlook

Downside scenario

We could lower the rating if the village does not maintain structural balance, causing budgetary flexibility to deteriorate, or if its reserve or liquidity levels decline materially.

Upside scenario

We could raise the rating if the village improves its key economic and debt-and-pension-liabilities indicators to levels we believe are commensurate with those of higher-rated peers, while maintaining at least balanced operations and very strong budgetary flexibility and liquidity.

Credit Opinion

Growing local economy that participates in the Chicago MSA

Villa Park, 19 miles west of downtown Chicago, has easy access to the rest of Chicago's suburbs and beyond via the Eisenhower Expressway (I-290); Tri-State Tollway (I-294); and Reagan Tollway (I-88), which is a major research and development corridor. Many residents commute to Chicago via a Metra train station in the village.

The property tax base, in terms of equalized assessed valuation (EAV), increased 28% to $702 million between levy years 2016-2020. The tax base is diverse, with the 10 leading taxpayers making up only 6.6% of EAV. Due to the village's participation in the deep and diverse Chicago MSA economy, we believe the village's economy will likely remain stable and potentially improve over the next few years. The county unemployment rate was 7.9% in 2020.

Improved and strong budgetary performance, which contributed to significant flexibility and robust liquidity

The village reported a $352,000 general fund surplus after transfers in fiscal 2020, after posting a $1.2 million general fund shortfall in fiscal 2018 and a $694,000 general fund shortfall in fiscal 2019. We adjusted expenditures by adding the $556,000 difference between the actual payments made for the police and firefighters' pension plans--calculated, according to the state's statutory requirement, to be 90% funded by 2040--and the village's actuarially determined contributions (ADCs), sized to reach a 100% funded level to general fund and total governmental funds expenditures. Otherwise, the village reported a $908,000 general fund surplus after transfers for fiscal 2020. Management attributes the improved operating results mainly to increased intergovernmental revenues, including the recognition of $1.1

million of allocated CARES funding in fiscal 2020. There was an about $2.4 million surplus in total governmental funds after adjusting for one-time capital outlay.

For fiscal 2021, management projects a $2.5 million surplus after transfers in general fund and another surplus, stronger than that of fiscal 2020, in total governmental funds.

Management reports that the village structured its fiscal year 2022 general fund budget with a $1.2 million surplus after transfers. Management plans to make about $13 million of one-time capital spending on the street improvement and stormwater projects, using dedicated bond proceeds. As a result, a $13.4 million deficit is budgeted for total governmental funds in fiscal 2022. Due to management's expectations for fiscal years 2021 and 2022, we expect budgetary performance in general fund and total governmental funds (excluding one-time capital outlay) will likely remain at least adequate over the near future.

The village reports that the unassigned general fund balance grew to $7.32 million at Dec. 31, 2020. Due to management's expectation for another general fund surplus in fiscal 2021, we expect flexibility will likely remain very strong in the near term.

Liquidity consists of $21.8 million of cash and investments (excluding $13.6 million restricted for street improvement projects) held by the governmental and enterprise funds at the end of fiscal year 2020. The village's access to capital markets during the past 20 years exhibits strong access to external liquidity. We expect liquidity will remain very strong in the near term.

Very weak debt and pension liabilities profile, with a poorly funded police pension plan

We consider the village's debt profile very weak, with total governmental funds debt service at 15.7% of total governmental funds expenditures. Net direct debt, after the issuance of series 2022, is at 134% of total governmental funds revenues. Approximately 67% of the direct debt is scheduled to be repaid within 10 years, which is, in our view, a positive credit factor. The village has $48.3 million of GO debt outstanding including series 2022A. Management report that the village does not currently have plans to issue additional new-money GO debt.

In our opinion, a credit weakness is Villa Park's poorly funded pension plans, with sizable liability but no plan in place that we think will sufficiently address the liability. We view this liability as a source of credit pressure for Villa Park given that overall pension and actual OPEB costs account for almost 15% of budget, and they will likely increase. Villa Park's combined required pension and actual OPEB contributions totaled 14.7% of total governmental funds expenditures in 2020. Of that amount, 13.8% represented required contributions to pension obligations, and 0.9% represented OPEB payments. The village made 88% of its required pension contribution in 2020.

The village participates in the following pension and OPEB plans:

- A single employer defined benefit police pension plan: 62% funded (as of Dec. 31, 2020) with a net pension liability totaling $22.1million;
- A single-employer defined benefit firefighters' pension plan: 49% funded (as of Dec. 31, 2020) with a net pension liability totaling $23.9 million;
- The Illinois Municipal Retirement Fund (IMRF): 102% funded (as of Dec. 31, 2020), with a net pension asset of $1.0

million.

- A single-employer defined-benefit OPEB plan: 0% funded with a liability of $6.0 million.

The village made 90.2% of its annual required pension contribution for the police pension plan in fiscal 2020. Total contributions to police pension plan were 79.9% of our minimum funding progress calculation and 108.9% of our static funding calculation. The village made 77% of its annual required pension contribution for the firefighters pension plan in fiscal 2020. Total contributions to firefighters pension plan were 13.5% of our minimum funding progress calculation and 42.8% of our static funding calculation. The village made 100% of its annual required pension contribution for IMRF in fiscal 2020. Total contributions to IMRF were 166.5% of our minimum funding progress calculation and 193.1% of our static funding calculation. Annual contributions are based on a statutory formula that has typically produced contributions less than the actuarially determined contribution for each plan, which we think increases risk of underfunding over time if future funding shortfalls are not met with offsetting adjustments by the state legislature. Other key risks include a 7.25% investment rate of return assumption for IMRF and a 7% investment-rate-of-return assumption for the police and firefighters pension plans that indicate some cost acceleration exposure due to market volatility. For more on our views of the assumptions and methodologies used in these plans, see "Pension Brief: Single-Employer Pension Plans Are Straining Illinois Municipalities' Credit Quality," published July 27, 2021, on RatingsDirect.

The village subsidizes retiree health care on a pay-as-you-go basis for certain retirees according to a fixed monthly amount. We expect medium-term OPEB costs will likely remain only a small share of total spending; therefore, we do not expect they will cause significant budgetary pressure.

Strong management, with good financial policies and practices

The village uses historical and outside information for revenue and expenditure assumptions in the yearly budget; it can amend the budget as necessary. Management provides the village board with monthly reports on budget-to-actual results. Management has a five-year capital plan it updates annually, with detailed projects and timelines, as well as funding sources. However, it doesn't maintain long-term financial projection at this time.

Villa Park has a formal investment policy, but management only verbally reports investment holdings to the board. It does not have a debt management policy. The village has a formal reserve policy for maintaining unrestricted general fund balance of no less than three months' operating expenditures.

Strong institutional framework

The institutional framework score for Illinois non-home rule cities and villages subject to the Property Tax Extension Limitation Law is strong.

Villa Park, Illinois--Key Credit Metrics

	Most recent	Historical information		
		2020	2019	2018
Strong economy				
Projected per capita EBI % of U.S.	109			
Market value per capita ($)	97,377			

Villa Park, Illinois--Key Credit Metrics (cont.)

	Most recent	Historical information		
		2020	2019	2018
Population		21,634	21,862	22,084
County unemployment rate(%)		7.9		
Market value ($000)	2,106,645	1,826,916		
Ten largest taxpayers % of taxable value	6.6			
Strong budgetary performance				
Operating fund result % of expenditures		4.0	(0.3)	(5.3)
Total governmental fund result % of expenditures		8.9	8.9	(5.6)
Very strong budgetary flexibility				
Available reserves % of operating expenditures		32.0	28.7	27.2
Total available reserves ($000)		7,319	6,620	6,290
Very strong liquidity				
Total government cash % of governmental fund expenditures		66	65	39
Total government cash % of governmental fund debt service		419	461	362
Strong management				
Financial Management Assessment	Good			
Very weak debt & long-term liabilities				
Debt service % of governmental fund expenditures		15.7	14.2	10.8
Net direct debt % of governmental fund revenue	134			
Overall net debt % of market value	4.4			
Direct debt 10-year amortization (%)	67			
Required pension contribution % of governmental fund expenditures		13.8		
OPEB actual contribution % of governmental fund expenditures		0.9		
Strong institutional framework				

EBI--Effective buying income. OPEB--Other postemployment benefits. Data points and ratios may reflect analytical adjustments.

Related Research

- Alternative Financing: Disclosure Is Critical To Credit Analysis In Public Finance, Feb. 18, 2014
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020
- 2021 Update Of Institutional Framework For U.S. Local Governments

Ratings Detail (As Of February 15, 2022)

Villa Pk Vill GO alt bnds (sales tax alt rev source)

Long Term Rating	AA/Stable	Affirmed

Ratings Detail (As Of February 15, 2022) (cont.)		
Villa Pk Vill GO library bnds		
Long Term Rating	AA/Stable	Affirmed
Villa Pk Vill GO rfdg bnds (alternate rev source)		
Long Term Rating	AA/Stable	Affirmed
Villa Pk Vill GO		
Long Term Rating	AA/Stable	Affirmed

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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Speer Financial, Inc.
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ANTHONY MICELI, *Senior Vice President*
MARK JERETINA, *Senior Vice President*
AARON GOLD, *Vice President*

March 14, 2022

Members of the Village Board
Village of Villa Park
20 S. Ardmore Ave.
Villa Park, Illinois 60181

Re: Revenue Sufficiency Report for $7,490,000 General Obligation Bonds (Alternate Revenue Source), Series 2022A

Dear Members of the Village Board:

As you requested, Speer Financial, Inc. has prepared the Revenue Sufficiency Report attached hereto as Exhibit A. This report is based upon information supplied by the Village of Villa Park, DuPage County, Illinois (the "Village") as to its Pledged Revenues and the debt service on the above-referenced bonds (the "Bonds"). The Pledged Revenues for the Bonds are (a) proceeds received by the Village from the issuance of its general obligation bonds or notes to the fullest extent permitted by law, including Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended and all in accordance with the provisions of Section 8-5-16 of the Municipal Code of the State of Illinois, as amended, and (b) collections distributed to the Village from those taxes imposed by the State of Illinois (the "State") pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers' Occupation Tax Act and (c) collections distributed to the Village from those taxes imposed by the Village pursuant to the Non-Home Rule Municipal Retailers' Occupation Tax Act and the Non-Home Rule Municipal Service Occupation Tax Act, each as supplemented and amended from time to time, or substitute taxes therefor as provided by the State or the Village, as applicable, in the future. Speer Financial, Inc. is not a legal or accounting firm, and accordingly does not express any legal or accounting interpretations or conclusions in this report. This report is not a guarantee of the sufficiency of the Pledged Revenues to pay debt service on the Bonds.

Speer Financial, Inc. hereby certifies that it is a feasibility analyst having a national reputation for expertise in such matters within the meaning of the Act. Speer Financial, Inc. is a nationally recognized firm of employee-owned municipal finance consultants. Since 1996, we have participated in the sale of over $26 billion in taxable and tax-exempt securities as general obligation bonds, revenue bonds, refunding bonds, tax increment bonds and special service area bonds. Attached hereto as Exhibit B is a list of the bond issues completed by Speer Financial, Inc. calendar year 2021.

Sincerely,

SPEER FINANCIAL, INC.

Mark Jeretina

Mark Jeretina
Senior Vice President

Enclosures
Copy to: Darryl Davidson, Miller Canfield

Village of Villa Park, DuPage County, Illinois

General Obligation Bonds (Alternate Revenue Source), Series 2022A

Dated: 3/29/2022

FINAL

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/29/2022	-	-	-	-	-
12/15/2022	-	-	159,786.67	159,786.67	159,786.67
06/15/2023	-	-	112,350.00	112,350.00	-
12/15/2023	-	-	112,350.00	112,350.00	224,700.00
06/15/2024	-	-	112,350.00	112,350.00	-
12/15/2024	-	-	112,350.00	112,350.00	224,700.00
06/15/2025	-	-	112,350.00	112,350.00	-
12/15/2025	-	-	112,350.00	112,350.00	224,700.00
06/15/2026	-	-	112,350.00	112,350.00	-
12/15/2026	-	-	112,350.00	112,350.00	224,700.00
06/15/2027	-	-	112,350.00	112,350.00	-
12/15/2027	-	-	112,350.00	112,350.00	224,700.00
06/15/2028	-	-	112,350.00	112,350.00	-
12/15/2028	440,000.00	3.000%	112,350.00	552,350.00	664,700.00
06/15/2029	-	-	105,750.00	105,750.00	-
12/15/2029	450,000.00	3.000%	105,750.00	555,750.00	661,500.00
06/15/2030	-	-	99,000.00	99,000.00	-
12/15/2030	465,000.00	3.000%	99,000.00	564,000.00	663,000.00
06/15/2031	-	-	92,025.00	92,025.00	-
12/15/2031	480,000.00	3.000%	92,025.00	572,025.00	664,050.00
06/15/2032	-	-	84,825.00	84,825.00	-
12/15/2032	495,000.00	3.000%	84,825.00	579,825.00	664,650.00
06/15/2033	-	-	77,400.00	77,400.00	-
12/15/2033	505,000.00	3.000%	77,400.00	582,400.00	659,800.00
06/15/2034	-	-	69,825.00	69,825.00	-
12/15/2034	525,000.00	3.000%	69,825.00	594,825.00	664,650.00
06/15/2035	-	-	61,950.00	61,950.00	-
12/15/2035	540,000.00	3.000%	61,950.00	601,950.00	663,900.00
06/15/2036	-	-	53,850.00	53,850.00	-
12/15/2036	555,000.00	3.000%	53,850.00	608,850.00	662,700.00
06/15/2037	-	-	45,525.00	45,525.00	-
12/15/2037	570,000.00	3.000%	45,525.00	615,525.00	661,050.00
06/15/2038	-	-	36,975.00	36,975.00	-
12/15/2038	590,000.00	3.000%	36,975.00	626,975.00	663,950.00
06/15/2039	-	-	28,125.00	28,125.00	-
12/15/2039	605,000.00	3.000%	28,125.00	633,125.00	661,250.00
06/15/2040	-	-	19,050.00	19,050.00	-
12/15/2040	625,000.00	3.000%	19,050.00	644,050.00	663,100.00
06/15/2041	-	-	9,675.00	9,675.00	-
12/15/2041	645,000.00	3.000%	9,675.00	654,675.00	664,350.00
Total	**$7,490,000.00**	-	**$3,075,936.67**	**$10,565,936.67**	-

Yield Statistics

Bond Year Dollars	$102,531.22
Average Life	13.689 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	2.9173827%
True Interest Cost (TIC)	2.8973325%
Bond Yield for Arbitrage Purposes	2.6724143%
All Inclusive Cost (AIC)	2.9824578%

IRS Form 8038

Net Interest Cost	2.7025107%
Weighted Average Maturity	13.581 Years

Village of Villa Park, DuPage County, Illinois

General Obligation Bonds (Alternate Revenue Source), Series 2022A

Debt Service Coverage

Year	Limited Bonds	Non-Home Rule Sales Tax(1)	Municipal Sales Tax(1)	Pledged Revenues	Series 2017	Series 2017B	Series 2018A	Series 2019A	The Bonds	Total Debt Service	Coverage		Mandatory Coverage(2)	Remainder Available(3)
2022	$ 675,000	$ 1,558,649	$ 5,551,424	$ 7,785,073	$397,400	$252,350	$232,000	$120,000	$159,787	$ 1,161,537	$ 6.70	X	$ 1,451,921	$ 6,333,152
2023	675,000	1,558,649	5,551,424	7,785,073	399,800		276,600	260,000	224,700	1,161,100	6.70	X	1,451,375	6,333,698
2024	675,000	1,558,649	5,551,424	7,785,073	396,600		279,200	259,400	224,700	1,159,900	6.71	X	1,449,875	6,335,198
2025	675,000	1,558,649	5,551,424	7,785,073	398,000		276,400	263,600	224,700	1,162,700	6.70	X	1,453,375	6,331,698
2026	675,000	1,558,649	5,551,424	7,785,073	398,800		278,400	262,400	224,700	1,164,300	6.69	X	1,455,375	6,329,698
2027	675,000	1,558,649	5,551,424	7,785,073	364,000		275,000	266,000	224,700	1,129,700	6.89	X	1,412,125	6,372,948
2028	675,000	1,558,649	5,551,424	7,785,073			279,250	259,200	664,700	1,203,150	6.47	X	1,503,938	6,281,136
2029	675,000	1,558,649	5,551,424	7,785,073			277,750	262,400	661,500	1,201,650	6.48	X	1,502,063	6,283,011
2030	675,000	1,558,649	5,551,424	7,785,073			275,750	260,200	663,000	1,198,950	6.49	X	1,498,688	6,286,386
2031	675,000	1,558,649	5,551,424	7,785,073			278,250	262,800	664,050	1,205,100	6.46	X	1,506,375	6,278,698
2032	675,000	1,558,649	5,551,424	7,785,073				540,000	664,650	1,204,650	6.46	X	1,505,813	6,279,261
2033	675,000	1,558,649	5,551,424	7,785,073				540,800	659,800	1,200,600	6.48	X	1,500,750	6,284,323
2034	675,000	1,558,649	5,551,424	7,785,073				540,800	664,650	1,205,450	6.46	X	1,506,813	6,278,261
2035	675,000	1,558,649	5,551,424	7,785,073					663,900	663,900	11.73	X	829,875	6,955,198
2036	675,000	1,558,649	5,551,424	7,785,073					662,700	662,700	11.75	X	828,375	6,956,698
2037	675,000	1,558,649	5,551,424	7,785,073					661,050	661,050	11.78	X	826,313	6,958,761
2038	675,000	1,558,649	5,551,424	7,785,073					663,950	663,950	11.73	X	829,938	6,955,136
2039	675,000	1,558,649	5,551,424	7,785,073					661,250	661,250	11.77	X	826,563	6,958,511
2040	675,000	1,558,649	5,551,424	7,785,073					663,100	663,100	11.74	X	828,875	6,956,198
2041	675,000	1,558,649	5,551,424	7,785,073					664,350	664,350	11.72	X	830,438	6,954,636

Notes:

(1) Based on the Village's fiscal year ending December 31, 2020 Comprehensive Annual Financial Report.

(2) Equal to the mandatory 125% rate covenant

(3) Remainder available after deducting mandatory coverage amount.

VILLAGE OF VILLA PARK, ILLINOIS

SCHEDULE OF REVENUES - BUDGET AND ACTUAL
GENERAL FUND

For the Year Ended December 31, 2020

	Original and Final Budget	Actual
TAXES		
Property Taxes	$ 3,997,607	$ 4,013,553
Personal Property Replacement Taxes	108,120	86,388
Utility Taxes	1,450,000	1,310,928
Amusement Taxes	545,000	289,500
Business Development Tax	25,000	22,693
Places of Eating Tax	750,720	599,270
Total Taxes	6,876,447	6,322,332
INTERGOVERNMENTAL		
Sales Tax	5,962,960	5,551,424
State Income Taxes	2,357,220	2,380,284
Other State Taxes	755,400	1,012,130
Pari-Mutuel Taxes	150,000	77,067
Federal Grants	24,000	1,143,725
Miscellaneous Grants	25,000	4,512
Police Department Grants	15,000	6,638
Total Intergovernmental	9,289,580	10,175,780
LICENSES AND PERMITS		
Liquor Licenses	175,000	75,995
Vending Licenses	4,300	4,180
Dog Licenses	500	324
Building Permits	440,000	462,271
C.N.W. Parking Permits	112,000	30,785
C.N.W. Parking Fees	113,500	27,751
Franchise Fees	328,000	304,695
Contractor's Registration Fees	7,000	3,800
Other Licenses and Fees	99,625	79,196
Total Licenses and Permits	1,279,925	988,997
CHARGES FOR SERVICES		
Administrative	797,024	685,344
Financial Services	10,000	10,000
Auxiliary Police Services	125,000	115,173
Resident Fees	1,771,200	1,753,691
Garage Services	229,905	252,239
Other Charges for Services	583,500	820,416
Total Charges For Services	3,516,629	3,636,863

(This schedule is continued on the following page.)

VILLAGE OF VILLA PARK, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
STREET IMPROVEMENT FUND

For the Year Ended December 31, 2020

	Original and Final Budget	Actual
REVENUES		
Intergovernmental		
Sales Taxes	$ 2,281,541	$ 1,558,649
Grants	3,202,800	513,933
Charges for Services	10,000	21,864
Investment Income	285,000	79,075
Miscellaneous		
Reimbursements	86,156	-
Other	10,000	10,741
Total Revenues	5,875,497	2,184,262
EXPENDITURES		
Capital Outlay		
Salaries	337,606	243,706
Commodities	26,300	4,330
Capital Program		
Engineering	1,686,000	806,319
Contractual Services	9,948,300	4,552,629
Total Expenditures	11,998,206	5,606,984
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(6,122,709)	(3,422,722)
OTHER FINANCING SOURCES (USES)		
Installment Contracts Issued	-	291,674
Transfers In	135,104	45,000
Total Other Financing Sources (Uses)	135,104	336,674
NET CHANGE IN FUND BALANCE	$ (5,987,605)	(3,086,048)
FUND BALANCE, JANUARY 1		16,316,705
FUND BALANCE, DECEMBER 31		$ 13,230,657

(See independent auditor's report.)

3/14/2022

SPEER FINANCIAL, INC.

CLIENT SALES OF SECURITIES

2021

Exhibit B

	Issuer	State	Investment Rating	Issue Size	Type of Security	Date of Sale	# of Bidders	Net/True Interest Rate Low Bid	Net/True Interest Rate High Bid	Last Maturity
1	Bensenville PD	IL	N/R	365,970	G.O. Ltd Tax Park 2021	19-Jan	6	0.7490%	2.2500%	2021
2	Elgin CCD # 509	IL	Aaa/Stable	29,495,000	Taxable G.O. Ref 2021A	19-Jan	Neg.	1.2459%		2029
3	Elgin CCD # 509	IL	Aaa/Stable	61,755,000	G.O. Ref 2021B	19-Jan	Neg.	1.5061%		2035
4	Fayette	IA	N/R	500,000	G.O. Capital Loan Notes 2021	19-Jan	4	1.3139%	1.6961%	2036
5	Addison Fire PD	IL	A+/Stable	33,790,000	Taxable G.O. (Alt) 2021	20-Jan	Neg.	2.2768%		2040
6	Palos Park	IL	N/R	1,005,000	G.O.Ref (Alt) 2021	20-Jan	7	1.4926%	1.8700%	
7	Clinton County	IA	Aa2	4,750,000	G.O. 2021	25-Jan	10	0.5332%	0.7788%	2028
8	Freeport PD	IL	N/R	546,765	G.O. Ltd Tax Park 2021A	28-Jan	4	0.7470%	1.5000%	2021
9	Aurora	IL	AA(Stable)	7,890,000	Taxable G.O. 2021	3-Feb	Neg.	2.2235%		2040
10	River Trails PD	IL	N/R	904,375	G.O. Ltd Tax Park 2021A	3-Feb	6	0.6700%	1.0400%	2021
11	Markham PD	IL	N/R	176,060	Taxable G.O. Ltd Tax Park 2021	8-Feb	2	3.9000%	5.0000%	2022
12	Anamosa	IA	N/R	1,750,000	G.O. Corp Purpose 2021	8-Feb	5	0.9553%	1.3219%	2033
13	Darien PD	IL	N/R	1,631,520	G.O. Ltd Tax Park 2021	9-Feb	6	1.0200%	1.9500%	2021
14	Geneva PD	IL	N/R	1,707,160	Taxable G.O. Ltd Tax Park 2021	11-Feb	Neg.	0.7700%		2022
15	Joliet PD	IL	AA/BBB+/Stable	7,755,000	G.O. Ltd Tax Park 2021	11-Feb	Neg.	1.8690%		2034
16	Decatur PD	IL	N/R	4,270,000	G.O. Park 2021A	16-Feb	6	0.6130%	1.1400%	2021
17	Decatur PD	IL	N/R	318,695	Taxable G.O. Park 2021B	16-Feb	5	0.9500%	1.7300%	2021
18	Decatur PD	IL	AA-/Stable	6,045,000	G.O. Park (Alt) 2021C	16-Feb	3	0.6936%	0.7236%	2028
19	Marengo PD	IL	N/R	169,705	Taxable G.O. Ltd Tax Park 2021	16-Feb	Neg.	0.8000%		2022
20	Parkersburg	IA	N/R	1,565,000	G.O. Corp Purpose and Refunding 2021A	16-Feb	5	0.8255%	0.9313%	2031
21	Harper CCD # 512	IL	Aaa/Stable	4,335,000	G.O. Lted Tax Bonds 2021	16-Feb	4	0.2762%	0.4330%	2023
22	Des Plaines PD	IL	N/R	1,515,200	G.O. Ltd Tax Park 2021A	16-Feb	4	1.1570%	2.4430%	2027
23	College of DuPage CCD # 502	IL	Aaa/Stable	33,745,000	G.O. Ref 2021	18-Feb	9	0.5987%	0.6887%	2031
24	Grundy County	IA	A1	4,230,000	G.O. 2021A	1-Mar	7	1.0590%	1.2343%	2031
25	Trout Valley	IL	N/R	500,000	G.O. (Alt) 2021	2-Mar	Neg.	1.6000%		2022
26	Waukegan	IL		12,815,000	G.O. 2021A	4-Mar	Neg.	2.3715%		2036
27	Waukegan	IL		31,180,000	Taxable G.O 2021B	4-Mar	Neg.	2.6331%		2036
28	Marshalltown	IA		4,335,000	Sewer Revenue Refunding Bonds, 2021	8-Mar	Neg.	1.2301%		2028
29	Flossmoor	IL	AA+	12,110,000	G.O. 2021	15-Mar	5	1.7825%	2.0189%	2040
30	Oakbrook Terrace	IL	AA/Stable	1,900,000	G.O. Ref 2021	16-Mar	Neg.	1.2323%		2030
31	Western Iowa Tech CC	IA	N/R	9,690,000	Dormitory Revenue Refunding 2021	24-Mar	Neg.	1.9067%		2038
32	Central City	IA	N/R	2,335,000	G.O. Corporate Purpose 2021	24-Mar	2	1.2462%	1.2690%	2031
33	Green Oaks	IL	AAA/.Stable	1,200,000	G.O. Alt 2021	24-Mar	Neg.	1.8710%		2034
34	Winnebago County	IL	Aa3	3,485,000	G.O. Ref (Alt) 2021A	25-Mar	3	1.3230%	1.3779%	2031
35	Winnebago County	IL	Aa3	1,365,000	G.O. Ref (Alt) 2021B	25-Mar	2	1.4757%	1.5085%	2031
36	Minooka	IL	N/R	6,000,000	Special Assessment Improvement Ref 2021	30-Mar	Neg.	2.5407%		2034
37	River Trails PD	IL	A+/Stable	3,515,000	G.O. Park (Alt) 2021B	30-Mar	Neg.	1.7050%		2035
38	Boone	IA	A+/Stable	5,840,000	Sewer Revenue Refunding Capital Loan Notes, 2021	5-Apr	Neg.	1.1097%		2029
39	Gilbert	IA	N/R	1,345,000	G.O. Corp Purpose 2021	5-Apr	3	1.6599%	1.8245%	2036
40	Cedar County	IA	Aa3	9,740,000	G.O. County Purpose 2021	6-Apr	8	1.2497%	1.5313%	2036
41	Hiawatha	IA	A1	4,230,000	G.O. Capital Loan Notes 2021	7-Apr	7	1.0171%	1.2386%	2033

	Issuer	State	Investment Rating	Issue Size	Type of Security	Date of Sale	# of Bidders	Net/True Interest Rate Low Bid	High Bid	Last Maturity
42	Lake County FPD	IL	Aaa	58,820,000	G.O. Ref 2021	7-Apr	10	1.3979%	1.5709%	2034
43	Indian Hills CC	IA	N/R	795,000	Taxable Industrial New Jobs Training Certi 2021-1	12-Apr	4	1.6614%	2.0055%	2031
44	Peoria	IL	AA/Stable/A+	19,045,788	G.O. Ref 2021A	13-Apr	Neg.	0.7165%		2026
45	Elgin	IL	AA+/AAA/Stable	7,230,000	G.O. Ref 2021A	14-Apr	6	0.5352%	0.7021%	2028
46	Elgin	IL	AA+/AAA/Stable	9,545,000	G.O. Corp Purpose 2021B	14-Apr	4	1.4602%	1.6360%	2035
47	Westchester	IL	AA/A2/Stable	16,525,000	G.O. 2021	15-Apr	Neg.	2.3930%		2040
48	West Union	IA	N/R	625,000	Water Revenue Refunding 2021	19-Apr	Neg.	1.5527%		2031
49	Elmhurst	IL	AAA/Stable	9,570,000	G.O. 2021	19-Apr	5	1.3933%	1.5505%	2041
50	Cary PD	IL	AA/Stable	8,870,000	G.O. Park (Alt) 2021A	22-Apr	5	1.6979%	1.9295%	2040
51	Larchwood	IA	N/R	1,175,000	G.O. Capital Loan Notes 2021	22-Apr	3	1.1963%	1.4366%	2033
52	Northwest Iowa CC	IA	Aa2	7,585,000	G.O. School Bonds 2021	26-Apr	4	0.8644%	0.9985%	2031
53	Hawkeye CC	IA	Aa1	8,960,000	G.O. School Bonds 2021	27-Apr	2	0.3212%	0.4425%	2025
54	Hawkeye CC	IA	Aa1	9,725,000	Taxable Industrial New Jobs Training Certi 2021-1	27-Apr	3	1.3364%	1.4235%	2031
55	Baxter	IA	N/R	1,645,000	G.O. Corporate Purpose 2021	28-Apr	3	1.7990%	1.9858%	2041
56	Paris	IL	N/R	1,340,000	G.O. Ltd Tax Ref Debt Certificates 2021	29-Apr	6	0.5278%	2.4400%	
57	Iowa City	IA	Aaa	11,325,000	G.O. 2021	4-May	4	1.0645%	1.1918%	2031
58	Greater Rockford Airport Authority	IL	AA/Aa3/Stable	49,995,000	Taxable G.O. (Landing Fees Alt) 2021	5-May	Neg.	2.4992%		2041
59	Cedar Falls CSD	IA	N/R	32,900,000	School Infras Sales, Serv Use Tax Rev Ref 2021	10-May	Neg.	2.1400%		2039
60	Independence	IA	N/R	1,388,000	Sewer Revenue Refunding 2021	10-May	Neg.	0.6000%		2025
61	Nashua-Plainfield CSD	IA	N/R	2,280,000	School Infras Sales, Serv Use Tax Rev Ref 2021	10-May	2	0.9904%	1.1876%	2029
62	Western Iowa Tech CC	IA	Aa2	4,175,000	Taxable Industrial New Jobs Training Certi 2021-1	10-May	4	1.3295%	1.3885%	2031
63	Southeastern CC	IA	N/R	1,495,000	Taxable Industrial New Jobs Training Certi 2021-1	11-May	3	1.5253%	1.6262%	2031
64	United City of Yorkville	IL	AA/Stable	8,250,000	G.O. (Alt) 2021	11-May	5	1.7236%	1.9155%	2040
65	City of Morrison	IL	N/R	2,470,000	G.O. 2021	12-May	Neg.	2.2719%		2024
66	Tipton	IA	N/R	2,000,000	G.O. Corp Purpose 2021	17-May	3	1.0668%	1.3233%	2031
67	Skokie PD	IL	Aa2	3,855,000	G.O. Park (Alt) 2021A	18-May	4	1.7279%	1.9354%	2035
68	Waterloo	IA	Aa2	14,370,000	G.O. 2021A	19-May	3	1.4480%	1.5159%	2036
69	Waterloo	IA	Aa2	8,610,000	Taxable G.O. 2021B	19-May	6	1.6088%	1.7106%	2036
70	Rockford PD	IL	N/R	5,306,000	G.O. Ltd Tax Park 2021A	24-May	5	0.4300%	3.4000%	2022
71	Rockford PD	IL	N/R	740,000	Taxable G.O. Ltd Tax Park 2021B	24-May	7	0.5200%	3.9000%	2022
72	Fairfax	IA	N/R	1,300,000	G.O. Municipal Building Bonds, 2021	25-May	4	1.5633%	1.8562%	2036
73	Lake Zurich	IL	N/R	1,172,000	Taxable G.O. Ref (Limited Tax) 2021	26-May	Neg.	4.7500%		2021
74	Western Dubuque County CSD	IA	A+/Stable	12,895,000	G.O. School Ref onds 2021	26-May	3	1.3176%	1.4033%	2032
75	Will County	IL	Aa2	39,245,000	G.O. (Alt) 2021 (Renewable Natural Gas Project)	26-May	Neg.	1.4085%		2033
76	Bensenville FPD	IL	A/Stable	15,350,000	Taxable G.O. (Alt) 2021	27-May	Neg.	2.5010%		2040
77	Freeport PD	IL	N/R	1,017,000	G.O. Park (Alt) 2021B	27-May	6	1.0800%	2.1800%	2028
78	Waverly	IA	Aa3	2,530,000	G.O. 2021	7-Jun	6	1.0064%	1.1387%	2031
79	Libertyville	IL	Aa2/Stable	11,095,000	Taxable G.O. Ref (Alt) 2021	8-Jun	6	1.4099%	1.7703%	2030
80	Alburnett	IA	N/R	250,000	G.O. Ref 2021	10-Jun	PP	1.8500%		2030
81	Joliet Junior CC No. 525	IL	Aa2	35,105,000	Taxable G.O. Ref (Alt) 2021	10-Jun	5	2.3814%	2.6141%	2038
82	Ely	IA	N/R	1,000,000	G.O. Corp Purpose 2021	14-Jun	3	1.1195%	1.4751%	2031
83	Montgomery	IL	AA/Stable	16,240,000	G.O. (Alt) 2021	14-Jun	6	1.8421%	1.9384%	2040
84	Kendall County FPD	IL	AA/A1/Stable	1,200,000	General Obligation Limited Tax Bonds 2021	16-Jun	Neg.	2.0968%		2041
85	Glencoe	IL	Aaa/Stable	7,000,000	G.O. 2021	17-Jun	5	1.6566%	1.8199%	2040
86	Eastern Iowa CCD	IA	Aa1	13,000,000	G.O School 2021	21-Jun	3	1.0344%	1.1478%	2031
87	Northwest Iowa CC	IA	N/R	1,735,000	Taxable Industrial New Jobs Training Certi 2021-1	21-Jun	3	1.4635%	1.6701%	2031

	Issuer	State	Investment Rating	Issue Size	Type of Security	Date of Sale	# of Bidders	Net/True Interest Rate Low Bid	High Bid	Last Maturity
88	Woodridge	IL	Aa1	18,160,000	G.O. 2021	24-Jun	Neg.	2.7381%		2046
89	Aurora	IL	N/R	13,418,595	Adjustable Rate Demand Rev (VNA Health Care), 2021	25-Jun	Neg.			
90	Orient	IA	N/R	1,300,000	G.O. Annual Appropriation Urban Renewal Capital Loan 2021	28-Jun	Neg.	1.4536%		2031
91	Shell Rock	IA	N/R	780,000	G.O. Corp. Purpose 2021	1-Jul	3	1.2703%	1.6463%	2032
92	Lockport	IL	N/R	2,000,000	G.O. 2021	7-Jul	6	0.4494%	1.0650%	2024
93	Independence	IA	A2	2,770,000	G.O. Corp Purpose 2021	12-Jul	7	0.9736%	1.1736%	2031
94	Independence	IA	N/R	1,140,000	Water Revenue 2021	12-Jul	2	1.5396%	1.6929%	2035
95	Elk Grove Village	IL	AA+/Stable	43,715,000	Taxable G.O. 2021	14-Jul	Neg.	1.9541%		2038
96	Bloomingdale Fire PD	IL	NR	2,000,000	G.O. 2021	15-Jul	6	0.8684%	1.4340%	2028
97	Pottawattamie County	IA	Aa1	1,905,000	General Obligation Capital Loan Notes, 2021A	19-Jul	4	0.9338%	1.1861%	2029
98	Pottawattamie County	IA	Aa1	12,000,000	General Obligation Urban Renewal Bonds, Series 2021B	19-Jul	5	1.4879%	1.8003%	2036
99	Freeport	IL	AA(Ins)/A/Stable	1,775,000	G.O. 2021	20-Jul	Neg.	1.2348%		2031
100	CLCJAWA	IL	Aa2	4,430,000	Water Rev Ref 2021	20-Jul	Neg.	0.7748%		2027
101	Mason City	IA	Aa3	3,950,000	G.O. 2021A	20-Jul	2	1.1596%	1.2690%	2032
102	Mason City	IA	Aa3	8,185,000	Taxable G.O. Urban Renewal 2021B	20-Jul	2	2.1858%	2.2916%	2041
103	Shorewood	IL	AA+/Stable	14,200,000	G.O. 2021	27-Jul	5	1.7845%	1.9078%	2040
104	Dysart	IA	N/R	550,000	G.O. Corp Purpose 2021	28-Jul	5	1.3791%	1.6503%	2034
105	Loves Park	IL	N/R	4,000,000	Debt Certificates	29-Jul	4	1.5900%	3.0300%	2035
106	Dyersville	IA	N/R	2,885,000	G.O. Corporate Purpose 2021A	2-Aug	Neg.	1.4133%		2037
107	Dyersville	IA	N/R	1,050,000	Taxable G.O. Corporate Purpose 2021B	2-Aug	Neg.	1.9320%		2037
108	Gilberts	IL	AA/Stable	4,090,000	G.O. Alt 2021	3-Aug	6	1.4501%	1.7942%	2036
109	Libertyville	IL	Aa2/Stable	6,320,000	G.O. Ref 2021A	4-Aug	Neg.	1.1812%		2032
110	Monmouth	IL	AA(Ins)/A-/Stable	8,211,750	G.O. (Capital Appreciation) Refunding 2021A	4-Aug	Neg.	2.1991%		2036
111	Moline	IL	N/R	1,897,000	Taxable G.O. Ref 2021A	9-Aug	5	1.7200%	3.1800%	2031
112	Moline	IL	N/R	933,000	Taxable G.O. Ref 2021B	9-Aug	6	1.7200%	3.1800%	2031
113	Hinsdale	IL	Aaa/Stable	2,655,000	G.O. Ref (Sales Tax Alt) 2021	10-Aug	5	0.9393%	1.0164%	2031
114	Wauconda	IL	Aa2	1,940,000	G.O. Ref (Alt) 2021A	16-Aug	5	1.4183%	1.6395%	2035
115	Wauconda	IL	Aa2	5,655,000	G.O. Ref 2021B	16-Aug	5	1.0882%	1.1815%	2032
116	Western Springs	IL	Aa2	4,000,000	G.O. 2021A	16-Aug	4	1.7275%	1.8492%	2037
117	Western Springs	IL	Aa2	1,745,000	G.O. Ltd Tax 2021B	16-Aug	3	1.2509%	1.4752%	2033
118	Lansing SD #158	IL	AA-/Stable	6,940,000	G.O. Ltd Tax Ref 2021	18-Aug	Neg.	0.8928%		2028
119	Lake Forest	IL	Aaa/Stable	7,590,000	G.O. Ref 2021	19-Aug	9	1.0065%	1.3981%	2032
120	Monmouth	IL	AA(Ins)/A-/Stable	4,740,000	G.O. 2021B	19-Aug	Neg.	2.0306%		2041
121	Kankakee Valley PD	IL	N/R	3,250,000	G.O. Park ALT 2021A	19-Aug	Neg.	1.9700%		2036
122	Libertyville	IL	Aa2/Stable	5,030,000	G.O. Refunding (Waterworks and Sewerage System Alt) 2021B	19-Aug	Neg.	1.2293%		2032
123	Veterans PD	IL	A+Stable	7,835,000	G.O. Park (Alt) 2021A	19-Aug	Neg.	2.2200%		2043
124	Evanston	IL	AA/Stable	14,420,000	G.O. Corp Purpose 2021	23-Aug	4	1.6109%	1.7926%	2041
125	Manchester	IA	N/R	2,135,000	G.O. Corp Purpose 2021A	23-Aug	6	1.1187%	1.5247%	2033
126	Manchester	IA	N/R	1,130,000	Taxable G.O. Corporate Purpose 2021B	23-Aug	5	1.6121%	1.8062%	2033
127	Northbrook	IL	AAA/Aaa/Stable	10,270,000	G.O. 2021	24-Aug	3	1.7244%	1.8443%	2040
128	Butler County	IA	Aa3	5,000,000	G.O. Urban Renewal 2021	7-Sep	7	0.9175%	1.2047%	2033
129	Bensenville	IL	AA/Stable	8,620,000	G.O. Ref (Alt) 2021A	8-Sep	Neg.	1.1880%		2029
130	Fairbank	IA	N/R	199,000	Water Revenue 2021	13-Sep	2	1.5486%	2.2432%	2031
131	Forest Park PD	IL	N/R	233,260	G.O. Ltd Tax Park 2021	14-Sep	7	0.3670%	2.5000%	2022
132	Pottawattamie County	IA	Aa1	5,955,000	G.O. Local Option Sales & Services Tax 2021C	14-Sep	3	1.5978%	1.6937%	2036
133	Dixon PD	IL	N/R	1,829,580	G.O. Park Alt 2021C	15-Sep	Neg.	1.7700%		2048

	Issuer	State	Investment Rating	Issue Size	Type of Security	Date of Sale	# of Bidders	Net/True Interest Rate Low Bid	High Bid	Last Maturity
134	Dixon PD	IL	N/R	317,005	Taxable G.O. Ref Park (Alt) 2021D	15-Sep	Neg.	1.7700%		2048
135	Westchester PD	IL	A+Stable	3,255,000	G.O. Park (Alt) 2021A	16-Sep	Neg.	1.3867%		2028
136	Matteson	IL	AA(Ins)/Stable	3,815,000	G.O. Ref (Utility Tax Alt) 2021A	16-Sep	Neg.	1.1448%		2027
137	Matteson	IL	AA(Ins)/Stable	2,210,000	G.O. Ref (Waterworks System Alt) 2021B	16-Sep	Neg.	1.0666%		2026
138	Matteson	IL	AA(Ins)/Stable	2,090,000	G.O. Ref (Sales Tax Alt) 2021C	16-Sep	Neg.	1.4907%		2030
139	East Dundee & Countryside FPD	IL	AA(Ins)/A1	3,150,000	G.O. Ref 2021A	20-Sep	Neg.	1.4103%		2033
140	East Dundee & Countryside FPD	IL	AA(Ins)/A1	245,000	Refundinf Debt Certificates 2021B	20-Sep	Neg.	1.2400%		2027
141	Olympia Fields PD	IL	A/Stable	1,870,000	G.O. Park (Alt) 2021A	20-Sep	Neg.	1.7812%		2037
142	Mt. Prospect PD	IL	N/R	2,993,735	G.O. Ltd Tax Park 2021A	21-Sep	5	0.3390%	9.8800%	2023
143	Mt. Prospect PD	IL	N/R	161,940	Taxable G.O. Ltd Tax Park 2021B	21-Sep	Neg.	0.4200%		2022
144	Hopkinton	IA	N/R	155,000	G.O. Stormwater 2021	27-Sep	4	0.9855%	1.9897%	2032
145	Rock Island	IL	AA(Ins)/A+/Stable	6,590,000	G.O. Ref 2021A	28-Sep	Neg.	2.4515%		2040
146	Rock Island	IL	AA(Ins)/A+/Stable	8,815,000	G.O. Ref 2021B	28-Sep	Neg.	1.7132%		2033
147	Genoa Township PD	IL	N/R	296,900	G.O. Ltd Tax Bonds 2021	30-Sep	5	0.3900%	1.0500%	2022
148	Deerfield	IL	AAA/Stable	23,245,000	G.O. 2021	4-Oct	8	1.6052%	1.7113%	2038
149	East Moline	IL	Baa2/Stable	41,105,000	Taxable G.O. (Alt) 2021	5-Oct	Neg.	3.3709%		2041
150	Kane County	IL		9,075,000	G.O. Ref (Alt) 2021	5-Oct	Neg.	0.4266%		
151	Carbondale PD	IL	N/R	644,345	G.O. Ltd Tax Park 2021	6-Oct	4	1.0700%	2.4700%	2022
152	Romeoville	IL	Aa2	1,985,000	G.O. Ref 2021A	6-Oct	Neg.	0.8330%		2025
153	Romeoville	IL	Aa2	8,580,000	G.O. Ref 2021B	6-Oct	Neg.	0.9575%		2027
154	Westchester	IL	AA/Stable/A2	3,445,000	G.O. Ref (Sales Tax Alternate Revenue Source) 2021A	6-Oct	Neg.	1.8927%		2032
155	Waukegan PD	IL	N/R	1,929,440	G.O. Ltd Tax Park 2021	7-Oct	6	0.4200%	0.7900%	2022
156	Wood Dale	IL	AA+/Stable	14,315,000	G.O. (Alt) 2021	7-Oct	6	1.7798%	1.9708%	2038
157	North Berwyn PD	IL	N/R	165,470	G.O> Ltd Tax Park 2021A	14-Oct	4	0.6000%	3.0000%	2022
158	North Berwyn PD	IL	N/R	36,950	Taxable G.O. Ltd Tax Park 2021B	14-Oct	2	0.8000%	1.3400%	2022
159	Bloomingdale PD	IL	N/R	1,267,000	G.O. Ltd Tax Park 2021	14-Oct	7	0.6900%	2.4800%	2026
160	Lan-Oak PD	IL	N/R	441,870	G.O. Ltd Tax Park 2021	14-Oct	5	0.6000%	1.5000%	2022
161	Veterans PD	IL	N/R	726,140	G.O. Ltd Tax Park 2021B	14-Oct	3	0.6800%	0.9000%	2022
162	Veterans PD	IL	N/R	187,680	Taxable G.O. Ltd Tax Park 2021C	14-Oct	4	0.6000%	1.3500%	2022
163	Skokie PD	IL	N/R	2,960,000	G.O. Ltd Tax Park 2021B	18-Oct	7	0.2500%	0.7900%	2022
164	Dundee Township PD	IL	N/R	2,107,000	G.O. Ltd Tax Park 2021	19-Oct	3	0.5590%	0.8400%	2022
165	Foss PD	IL	N/R	390,815	G.O. Ltd Tax Park 2021A	19-Oct	4	0.4900%	1.7600%	2022
166	Highland Park	IL	Aaa	15,950,000	G.O. Ref 2021	19-Oct	9	1.1885%	1.2960%	2032
167	Riverside	IL	N/R	263,400	G.O. Ltd Tax 2021B	20-Oct	6	0.7920%	3.0000%	2024
168	Hanover Park PD	IL	N/R	825,000	G.O. Ltd Tax Park 2021	20-Oct	4	0.6400%	0.9000%	2023
169	Pekin PD	IL	N/R	164,500	Taxable G.O. Ltd Tax Park 2021A	20-Oct	4	0.8800%	1.2500%	2022
170	Pekin PD	IL	N/R	500,500	G.O. Ltd Tax Park 2021B	20-Oct	4	0.7800%	1.0400%	2023
171	Country Club Hills PD	IL	N/R	51,615	Taxable G.O. Ltd Tax Park 2021A	20-Oct	Neg.	1.1500%		2022
172	Country Club Hills PD	IL	N/R	585,695	G.O. Ltd Tax Park 2021B	20-Oct	4	0.6900%	0.8500%	2022
173	Channahon PD	IL	N/R	819,705	G.O. Ltd Tax Park 2021	21-Oct	3	0.6800%	2.5000%	2022
174	Kankakee Valley PD	IL	N/R	727,150	G.O. Ltd Tax Park 2021B	21-Oct	2	0.7000%	1.1800%	2022
175	Prospect Height PD	IL	N/R	625,530	G.O. Ltd Tax Park 2021	21-Oct	Neg.	0.4800%		2022
176	Chicago Ridge PD	IL	N/R	377,305	G.O. Ltd Tax Park 2021	26-Oct	5	0.5850%	1.5000%	2022
177	Center Point	IA	N/R	1,540,000	G.O. Corp Purpose Ref 2021	26-Oct	6	1.2514%	1.9520%	2030
178	Foss PD	IL	A/Stabe	4,000,000	G.O. Parks (Alt) 2021B	26-Oct	Neg.	2.5180%		2046
179	Peoria	IL	A+	25,235,000	Taxable G.O. Ref 2021B	27-Oct	Neg.	2.8542%		2045

	Issuer	State	Investment Rating	Issue Size	Type of Security	Date of Sale	# of Bidders	Net/True Interest Rate Low Bid	High Bid	Last Maturity
180	Peoria	IL	A+	13,825,000	G.O. Ref 2021C	27-Oct	Neg.	1.6689%		2034
181	Lake County FPD	IL	Aaa	14,925,000	G.O. Ref 2021A	3-Nov	10	1.4240%	1.6054%	2033
182	Kewanee	IL	N/R	298,820	Taxable G.O. 2021	4-Nov	3	0.8000%	1.0000%	2022
183	Westchester PD	IL	N/R	518,630	G.O. Ltd Tax Park 2021B	4-Nov	6	0.5250%	1.0600%	2022
184	Westchester PD	IL	N/R	70,610	Taxable G.O/ Ltd Tax Park 2021C	4-Nov	Neg.	0.7800%		2022
185	Galesburg (Knox County)	IL	BBB+	37,230,000	Revenue 2021A	6-Nov	Neg.	4.0000%		2046
186	Galesburg (Knox County)	IL	BBB+	4,815,000	Taxable Revenue 2021B	6-Nov	Neg.	1.8170%		2024
187	Marshalltown	IA	Aa2	9,130,000	G.O. Corp Purpose 2021	8-Nov	3	1.3572%	1.3891%	2034
188	Homewood-Flossmoor PD	IL	BBB+	1,035,000	Taxable G.O. Ltd Tax Park 2021A	9-Nov	Neg.	1.1672%		2022
189	Homewood-Flossmoor PD	IL	BBB+	9,110,000	G.O. Ref Park (Alt) 2021B	9-Nov	Neg.	2.4211%		2041
190	Oak Park	IL	AA/Stable	3,410,000	Taxable G.O. Corporate Purpose 2021	10-Nov	Neg.	2.2273%		2035
191	Geneva	IL	Aa2	10,885,000	G.O. Ref (Waterworks & Sewerage Alt) 2021	15-Nov	Neg.	1.1597%		2030
192	Gurnee PD	IL	N/R	946,035	G.O. Ltd Tax Park 2021	15-Nov	8	0.3500%	2.3200%	2022
193	Olympia Fields PD	IL	N/R	99,950	Taxable G.O. Ltd Tax Park 2021B	15-Nov	5	1.2600%	3.0000%	2023
194	Bensenville	IL	N/R	1,367,600	G.O. Ltd Tax 2021B	16-Nov	8	0.5844%	1.5700%	2024
195	Lombard PD	IL	N/R	1,454,107	G.O. Ltd Tax Park 2021	16-Nov	5	0.6970%	0.8650%	2024
196	Murphysboro PD	IL	N/R	182,855	G.O. Ltd Tax Park 2021	16-Nov	2	1.3100%	1.6800%	2026
197	Wheaton PD	IL	N/R	1,853,088	G.O. Ltd Tax Park 2021	16-Nov	6	0.5250%	0.6300%	2022
198	Cary PD	IL	N/R	768,285	G.O. Ltd Tax Park 2021	17-Nov	6	0.4900%	0.7000%	2021
199	Crystal Lake PD	IL	N/R	997,745	G.O. Ltd Tax Park 2021	17-Nov	6	0.4900%	7.1000%	2022
200	Moline	IL	A1	85,075,000	Taxable G.O. 2021C	17-Nov	Neg.	2.9365%		2041
201	Moline	IL	A1	3,265,000	G.O. Corporate Purpose 2021D	17-Nov	Neg.	2.0078%		2036
202	Vernon Hills PD	IL	N/R	1,113,155	G.O. Ltd Tax Park 2021	17-Nov	7	0.4900%	7.1000%	2022
203	Chillicothe USD 321	IL	N/R	1,775,000	G.O. Ref School 2021A	18-Nov	6	0.7200%	1.6700%	2025
204	Villa Park	IL	N/R	683,050	G.O. Ltd Tax 2021	18-Nov	5	0.4950%	0.7500%	2022
205	Wheeling	IL	AA/Stable	16,595,000	G.O. Ref 2021	18-Nov	Neg.	0.9036%		2027
206	Franklin Park	IL	N/R	1,094,270	G.O. Ltd Tax Park 2021	22-Nov	5	0.4800%	2.2600%	2022
207	Sycamore PD	IL	N/R	559,795	G.O. Ltd Tax Park 2021	22-Nov	4	0.3900%	0.5950%	2022
208	Waterloo	IA	Aa2	14,075,000	Taxable G.O. Urban Renewal 2022A	1-Dec	4	2.2680%	2.4033%	2041
209	South Holland	IL	N/R	4,520,000	G.O. Ref 2022	6-Dec	5	1.0850%	1.3900%	2025
210	Wauconda PD	IL	N/R	1,230,000	G.O. Park (Alt) 2021A	7-Dec	Neg.	2.2734%		2042
211	Wauconda PD	IL	N/R	720,000	Taxable G.O. Park (Alt) 2021B	7-Dec	Neg.	2.0399%		2031
212	Oak Lawn PD	IL	N/R	2,182,915	Taxable G.O. Ltd Tax Park 2021	9-Dec	Neg.	0.7200%		2022
213	Urbana PD	IL	N/R	872,510	G.O. Ltd Tax Park 2021	9-Dec	6	0.3900%	2.2700%	2022
214	Sangamon County	IL	N/R	41,900,000	G.O. Ltd Tax 2021	9-Dec	Neg.	2.4761%		2041
215	Yorkville-Bristol Sanitary Dist	IL	A+	7,100,000	G.O. (Alt) 2022	13-Dec	5	1.9041%	1.9993%	2041
216	Mokena Comm PD	IL	N/R	930,020	G.O. Ltd Tax Park 2021	14-Dec	4	1.0585%	2.3000%	2026
217	United City of Yorkville	IL	N/R	5,170,000	G.O. (Alt) 2022	14-Dec	6	1.1420%	1.2900%	2025
218	Long Grove	IL	N/R	1,260,000	Tax-Exempt Special Tax Refunding 2021A	16-Dec	Neg.	2.6892%		2041
219	Long Grove	IL	N/R	115,000	Taxable Special Tax Refunding 2021B	16-Dec	Neg.	2.6892%		2041
220	Batavia PD	IL	N/R	741,500	G.O. Lted Tax Park 2022	20-Dec	6	0.4800%	2.2700%	2022
221	Dolton PD	IL	N/R	187,550	G.O. Ltd Tax Park 2022	29-Dec	2	1.5200%	2.5200%	2024

Issuer	State	Investment Rating	Issue Size	Type of Security	Date of Sale	# of Bidders	Net/True Interest Rate Low Bid	Net/True Interest Rate High Bid	Last Maturity

The above listing is a full and complete record of Speer Financial's sales of municipal securities for the time period shown.
Note: All interest rates are Net Interest Cost (NIC) except where True Interest Cost (TIC) is specified.

THSD = Township High School District
PBC = Public Building Commission
SD = School District
PD = Park District
CCD = Community College District
FPD = Forest Preserve District
CUSD = Community Unit School District

Ref. = Refunding
ICC = Installment Contract Certificates
(Alt.) = G.O. (Alternate Revenue Source) Bonds
(Ins.) = Insured
DC = Debt Certificates

Moody's Rating Code: High to Low
Grades: Aaa, Aa, A, Baa
Within Each Non-Aaa Grade: 1, 2

N/R = Not Rated

Type of Sale	Number of Issues To Date in 2021	%	Par Amount To Date in 2021	%	Number of Bidders
Negotiated	83	37.56%	1,030,118,163	66.05%	
Competitive	138	62.44%	529,592,440	33.95%	667 Bidders
Total Bond Sales To Date In 2020	221	100.00%	**1,559,710,603**	100.00%	4.833 Average

FOR PRIOR YEAR 2020: Type of Sale	Number of Issues	%	Par Amount	%	Number of Bidders
Negotiated	87	36.25%	1,038,101,254	58.11%	
Competitive	153	63.75%	748,390,532	41.89%	731 Bidders
Total Bond Sales In Calendar Year 2019	240	100.00%	1,786,491,786	100.00%	4.778 Average

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Suzanne McVey
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois Authorizing the Submission of a Grant Application with the Illinois Department of Natural Resources and Approving a Site and Scope Plan to Build a Recreation Center at Lions Park

Suggested Action:
In September 2021, the Village of Villa Park received notice that the community was awarded $10 million grant from the Illinois Department of Natural Resources (IDNR)- Build Illinois Bond Fund grant towards the purpose of building a recreation facility. Additionally, an ordinance authorizing the issuance of general obligation bonds for the project, in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting and a subsequent ordinance authorizing the sale of the bonds was approved at the March 14, 2022 Board meeting. The site and scope plan is needed for inclusion on the grant application to the IDNR due on March 31, 2022.

This item satisfies the Village's Long-Term Complex Strategic Plan Goal "Prepare a master development plan including financial strategies for a recreation complex which could include a swimming pool and recreation center."

Attachments:
MEMO_-_Recreation_Center_Site___Scope__1_.pdf
Resolution_2145_Approving_IDNR_Grant_Application_and_Site_and_Scope_Plan_for_Lions_
Villa Park Lions Community Center_03.11.2022 Plans for Board Presentation.pdf

TO: Michael Guerra, Interim Village Manager

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

DATE: March 7, 2022

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Site and Scope Plan For the Future Recreation Center

STATEMENT OF PROBLEM

In September 2021, the Village of Villa Park received notice that the community was awarded $10 million grant from the Illinois Department of Natural Resources (IDNR)- Build Illinois Bond Fund grant towards the purpose of building a recreation facility. Additionally, an Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting. The site and scope plan is needed for inclusion on the grant application to the IDNR due on March 31, 2022.

INVESTIGATION

In 2015, the Parks and Recreation Department completed a Master Plan (prepared by 3D Design Studios), to provide direction and planning for future development and renovations for parks and recreation facilities. The Master Plan identified Lions Park as a location to meet the "significant demand and support" for the Village. This location would include a new Recreation Center and provide additional programming space, exercise, fitness equipment, and locker room space, as well as a multicourt gymnasium, senior activities, a walking track and parking.

As an addition to the Master Plan, the Parks and Recreation Department contracted with Pros Consulting to complete a Feasibility Study (2019). After reviewing the Master Plan and conducting Community Engagement through focus groups, stakeholder interviews and completion of a statistically valid survey, the findings were presented to the Village Board. The recommendation on the analysis garnered from the Feasibility Study, is that the Village should move forward to address both indoor recreation and aquatic needs. Both of these areas are large unmet needs and a high priority for households within the Village. The Recreation Center project is seen by the community, as a quality of life amenity that will serve residents for decades.

Village staff conducted Community Input meetings on Dec 29, 2021, Jan 15 and Jan 19, 2022. On February 14, Williams Architects summarized those input meetings in a presentation to the Board of Trustees. In short, the Community would like to move forward with Option 1A, building a Community Center, with surrounding outdoor amenities of keeping the existing ballfield, new

basketball court and new playground. The Board of Trustees unanimous decision, at the February 14 Board meeting, was to move forward with Option 1A.

RECOMMENDATION

Staff recommends approval of a Resolution approving the site and scope plan for a new Recreation Center located at Lions Park, as presented by Williams Architects on March 14, 2022. The Parks and Recreation Commission unanimously supports the site and scope of this project

RESOLUTION NO. 2145

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES AND APPROVING A SITE AND SCOPE PLAN TO BUILD A RECREATION CENTER AT LIONS PARK

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

WHEREAS, the Village plans to build and develop a Parks and Recreation Center at Lions Park ("Lions Park Project") with at an approximate total cost to be no more than Seventeen Million Five Hundred Thousand and 00/100 ($17,500,000.00) Dollars; and

WHEREAS, a portion of the cost for construction and development of the Lions Park Project can be paid for with a grant from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant in the amount of Ten Million and 00/100 ($10,000,000.00) Dollars ("IDNR Grant Application"); and

WHEREAS, the Village President and Board of Trustees provided consensus approval of a site and scope plan for the Lions Park Project, as presented by Williams Architects on February14, 2022, which site and scope plan is required to be included as part of the IDNR Grant Application; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park deem it appropriate and in the best interest of the Village for the interim Village Manager to submit an IDNR Grant Application, with the site and scope plan approved on February 14, 2022, in order to acquire a portion of the funds for the construction and development of the Parks and Recreation Center at Lions Park.

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

Section 1: The foregoing preamble clauses are adopted as the findings of the Village Board and are incorporated into this Resolution as if fully recited.

Section 2: The acting Village Manager is hereby directed and authorized to submit an IDNR Grant Application to the State of Illinois, for grant funds in the sum of Ten Million and 00/100 ($10,000,000.00) Dollars for the Lions Park Project, along with the site and scope plan as previously approved on February 14, 2022, copies of which are attached hereto as Exhibit A.

Section 3: The acting Village Manager of the Village of Villa Park is hereby directed and authorized to execute the IDNR Grant Application on behalf of the Village, as well as all other necessary forms contained with the Application and is further directed to make all required submissions and do all other things necessary to make application for those grant funds identified in this Resolution.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval in the manner as provided by law.

ADOPTED this 14th day of March, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PASSED AND APPROVED THIS 14th DAY OF MARCH, 2022.

VILLAGE OF VILLA PARK

_____
President, Village of Villa Park

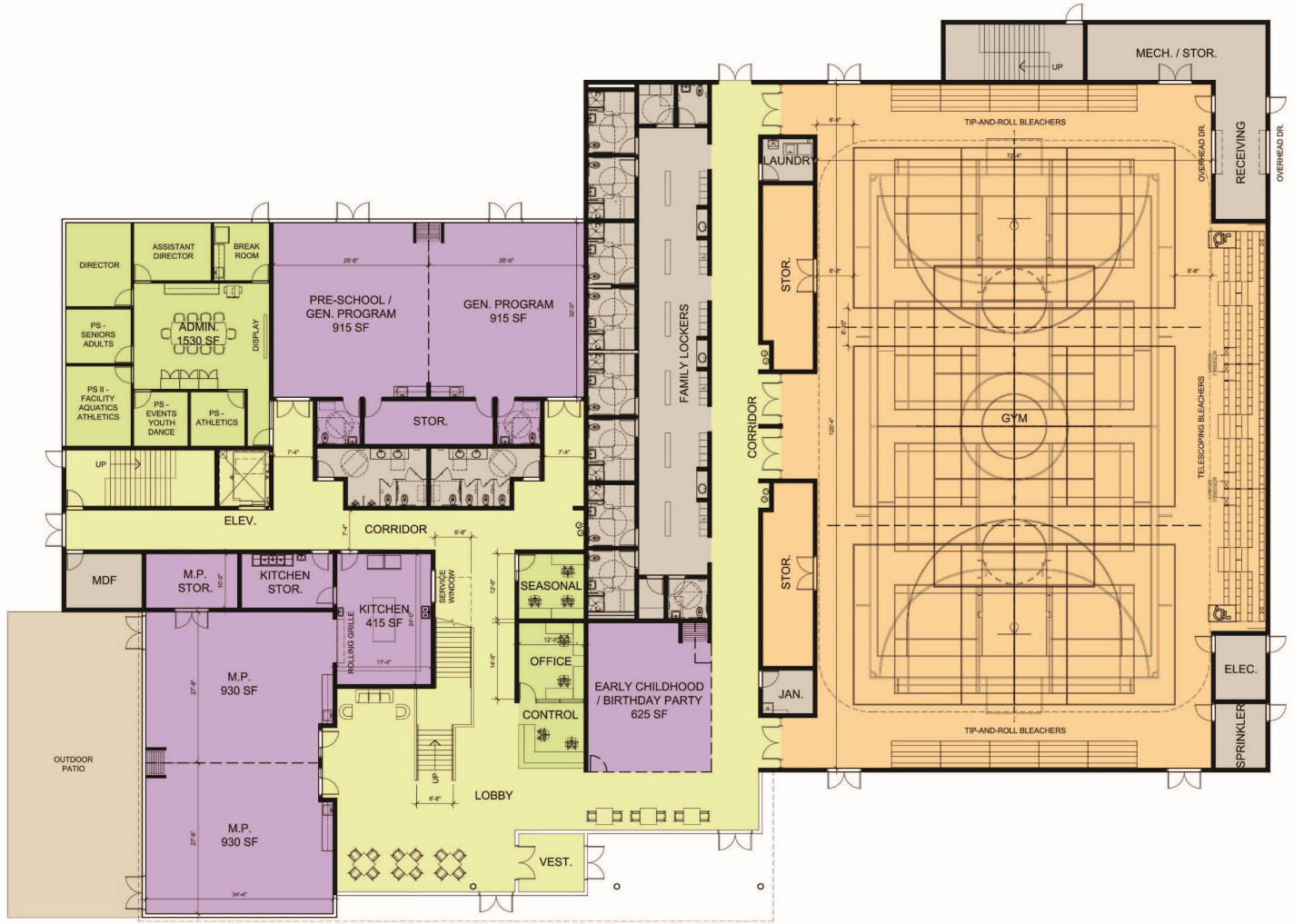
ATTEST:

_____
Clerk, Village of Villa Park

SITE PLAN


EXISTING BALLFIELD
30 FUTURE SPACES
BASKETBALL COURT
PATIO
PLAYGROUND
61 SPACES
LIONS COMMUNITY CENTER
PATIO
ENTRY PLAZA
34 SPACES
E. WILDWOOD AVE.
PATH
E. WILDWOOD AVE.
GREAT WESTERN TRAIL CONNECTION
GREAT WESTERN TRAIL
NORTH
SCALE: 1" = 30'-0"
0' 15' 30' 60'

FIRST FLOOR PLAN



BUILDING AREA

1ST FLR
28,205 SF

2ND FLR
13,965 SF
-(2X265) SF STAIRS
-100 SF ELEV
13,315 SF

TOTAL
41,520 SF

SCALE: 1/8" = 1'-0" 0 4 8 16

GRAPHIC NORTH

SECOND FLOOR PLAN



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

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
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 a Professional Service Agreement for Architectural and Engineering Services with Williams Architects/Aquatics of Itasca, Illinois for Architectural and Engineering Services in an Amount Not to Exceed $1,378,080

Suggested Action:
In September 2021, the Village received notice that the community was awarded a $10 million dollar grant from the Illinois Department of Natural Resources (IDNR)- Build Illinois Bond Fund towards the purpose of building a recreation facility. An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved by the board on January 10, 2022. Funds for architectural services are available from the IDNR Build Illinois Bond Fund grant.

This item satisfies the Village's Long-Term Complex Strategic Plan Goal to "prepare a master development plan including financial strategies for a recreation complex which would include a swimming pool and recreation center."

Attachments:
MEMO_-_Williams_Architectural_Services_for_Recreation_Center.pdf
Reso_2146_-_Approving_Professional_Services_Agreement_with_Williams_Architects.docx
2022 02 14 Letter of Proposed Agreement Villa Park Lions Community Center_Basic AE Services (002).pdf

TO: Michael Guerra, Interim Village Manager

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

DATE: March 7, 2022

SUBJECT:

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Architectural Services Agreement with Williams Architects/Aquatics of Itasca, Illinois, for Architectural & Engineering Service in an Amount Not to Exceed $1,378,080.

STATEMENT OF PROBLEM

In September 2021, the Village of Villa Park received notice that the community received a $10 million grant from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant. The grant is to be used towards costs associated with the construction of a Parks and Recreation Center. An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000 was approved at the January 10, 2022 Board meeting. Architectural and Engineering services are needed to design, develop and administer the construction of a new Recreation Center.

INVESTIGATION

In 2015, the Parks and Recreation Department completed a Master Plan (prepared by 3D Design Studios), to provide direction and planning for future development and renovations for parks and recreation facilities. The Master Plan identified Lions Park as a location to meet the "significant demand and support" for the Village. This location would include a new Recreation Center and provide additional programming, exercise, fitness equipment, and locker room space, as well as a multicourt gymnasium, senior activities, a walking track and parking.

As an addition to the Master Plan, the Parks and Recreation Department contracted with Pros Consulting to complete a Feasibility Study (2019). After reviewing the Master Plan and conducting Community Engagement through focus groups, stakeholder interviews and completion of a statistically valid survey, the findings were presented to the Village Board. The recommendation on the analysis garnered from the Feasibility Study, is that the Village should move forward to address both indoor recreation and aquatic needs. Both of these areas are large unmet needs and a high priority for households within the Village. The Recreation Center project is seen by the community, as a quality of life amenity that will serve residents for decades.

Since the notification of the IDNR grant, Williams Architects worked with the Village staff to coordinate input meetings where residents had the opportunity to express their opinions and ideas.

Input meetings were conducted on Dec 29, 2021, Jan 15 and Jan 19, 2022. On February 14, Williams Architects summarized those input meetings in a presentation to the Board of Trustees. In short, the Community would like to move forward with Option 1A, building a Community Center, with surrounding outdoor amenities of keeping the existing ballfield, new basketball court and new playground. The Board of Trustees unanimous decision, at the February 14 Board meeting, was to move forward with Option 1A.

Since these meetings and the presentation of the findings, Williams Architects have led staff in three schematic design and design development meetings where a completed design of the Center will be presented to the Board of Trustees on March 14 for approval.

On a historical note, Williams Architects has been working for the Village on various projects, since 1996. These various projects include the following:

- the renovations of both Jefferson and Lufkin Pools (1996 and 1999),
- Schematic design for the renovation/expansion of the Iowa Community Center (2000),
- New Park Pavilion/Parking lot expansion for Twin Lakes Park (2005),
- PARC grant funding assistance for Lufkin Pool renovations (2014)
- New Lions Park renovations and expansion of the ICC (2018)
- current Data collection/public input meetings and concept planning review for a new facility at Lions Park (2022)

Because of the professional relationship developed over the years with Williams Architects and their familiarity with the Village as a whole and the recreation department sites and amenities in particular, staff believes that the natural progression to build a recreation center using Williams Architects experience will prove to be smooth and seamless process.

RECOMMENDATION

Staff recommends the retention of Williams Architects/Aquatics for professional services for the Design and Architectural Services in the amount not to exceed $1,378,080 for the Lions Park Recreation Center. The Parks & Recreation Advisory Commission supports this recommendation. Funds are available from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant.

RESOLUTION NO. 2146

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH WILLIAMS ARCHITECTS/AQUATICS OF ITASCA, ILLINOIS IN AN AMOUNT NOT TO EXCEED $1,378,080

WHEREAS, the Village of Villa Park (the "Village") plans to build and develop a Parks and Recreation Center at Lions Park ("Lions Park Recreation Center Project"), in a total amount of $17,500,000, to be paid for pursuant to a $10,000,000 grant from the Illinois Department of Natural Resources (IDNR) - Build Illinois Bond Fund grant and the issuance of certain General Obligation Bonds (Alternate Revenue Source), Series 2022A in the amount not to exceed $7,500,000; and

WHEREAS, as part of the Lions Park Recreation Center Project, the Village desires to contract with Williams Architects/Aquatics of Itasca, Illinois, to provide certain professional architectural and engineering services in an amount not to exceed $1,378,080, in connection with the design development, construction documents/permitting, bidding/negotiations and construction administration of the Lions Park Recreation Center Project; and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the public interest that the Village enter into a professional services agreement with Williams Architects/Aquatics to provide certain professional architectural and engineering services in connection with the Lions Park Recreation Center Project.

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

Section 1: The foregoing preamble clauses are adopted as the findings of the Village Board and are incorporated into this Resolution as if fully recited.

Section 2: The Village Manager is hereby authorized to accept and execute the Letter of Proposed Agreement dated March 8, 2022, submitted by Williams Architects/Aquatics,

attached hereto as Exhibit A, to provide certain architectural and engineering services related to the Lions Park Recreation Center Project, in the amount not to exceed $1,378,080.

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

PASSED AND APPROVED THIS 14th DAY OF MARCH, 2022.

VILLAGE OF VILLA PARK

_____
President, Village of Villa Park

ATTEST:

_____
Clerk, Village of Villa Park

ADOPTED this14th day of March, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

WILLIAMS ARCHITECTS
Architecture | Planning | Aquatics | Interiors

8 March 2022

Mr. Michael M. Guerra, P.E. / Interim Village Manager
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Re: Village of Villa Park / Lions Community Center
Basic Architectural & Engineering (A&E) Sevices
WA No. 2021-053

LETTER OF PROPOSED AGREEMENT (LOPA)

Dear Michael:

It has been a pleasure working with the Village of Villa Park since 1996 on various Recreational Projects. We truly value our professional relationship and are excited about our current work on the Village of Villa Park Lions Community Center. As a result of our Pre-Design Phase efforts, which culminated into a unanimous Board decision on 14 February 2022 to proceed with the implementation of the Community Center, we are pleased to provide our Basic A&E Services for the Project. To that end, we have prepared this Letter of Proposed Agreement (LOPA), outlining our understanding of the opportunity to work with you, your staff, and your Board. We look forward to our continued involvement on the Project.

We have defined our proposed professional services and associated fees to perform Pre-Design and Basic A&E Services below.

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other talented professional and technical staff beyond those noted herein will also be utilized:

- Tom C. Poulos / Principal-In-Charge & Design
- Andrew Caputo / Managing Architect
- Anna M. Szybowski / Project Designer
- Andreas Symeonides / Project Architect
- Carrie A. Kotera / Interior Design

Please refer to the below noted Sub-Consultant & Engineering Team for the A & E Services on this Project as follows:

ARCHITECT'S BASE SERVICE CONSULTANTS

- Structural Engineering / TBD
- Mechanical, Plumbing, Fire Protection and Electrical Engineering / TBD

ARCHITECT'S SPECIALTY ADD SERVICE SUB-CONSULTANTS

- Interior Design / Williams Interiors
- Civil Engineering / TBD
- Landscape Architecture / Upland Design
- Food Service / Boelter
- Low Voltage / Sentinel Technologies

OWNER'S DIRECT CONSULTANTS

Owner's Consultants contracted and coordinated by the Owner are as follows:

- Construction Manager (CMc) / TBD
- Surveying / TBD
- Geotechnical Soils and Material Testing / TBD
- Independent HVAC Commissioning & LEEDD Certification Commissioning
- Environmental (Not Anticipated) / TBD

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

The Village of Villa Park and Williams Architects have recently completed the Concept Design for the DCEO Grant Opportunities related to the Village of Villa Park Lions Community Center Project.

The Village of Villa Park and Williams Architects have recently completed the Initial Concept Design for the proposed Lions Community Center. This initial Concept Design explored various options at Lions Park for a new Community Center to serve the residents of Villa Park.

The purpose of the Center is to enhance the residents and patrons recreational and community experiences by providing a state-of-the-art, multi-generational Community Center. This Project will meet the current and future needs of the Village of Villa Park and enhance the quality of life within the community.

The Community Center project is defined within the findings and recommendations of the Conceptual Design Study and summarized within the Board Presentation dated 14 February 2022.

As a result of the recent DCEO award notification to the Village of Villa Park, Williams Architects will provide Basic A&E Services in accord with the Pre-Design Phase documentation, as presented at the Board Presentation on 14 2022.

For the purposes of this Project the Hard Site and Building Construction Budget shall be established as an estimated value of $15,790,000.00. Additionally, we will provide our Professional Architectural and Engineering Services to comply with the terms and conditions of the DCEO Grant.

APPROACH & SCOPE OF SERVICES

The following narrative and scope of services to be performed by the Architect and Engineering Consultant Team shall be completed in accordance with generally accepted standards of care in the Architectural Practice and shall include the services and supplies to complete the following tasks:

Pre-Design Architectural & Engineering (A & E) Services for Project Implementation-
COMPLETED 14 FEBRUARY 2022 UNDER SEPARATE AGREEMENT:
(Seven (7) total meetings)

Pre-Design Phase- COMPLETED 14 FEBRUARY 2022, FOR REFERENCE PURPOSES ONLY:

Data Collection / Kick-off:

We will review the details of the work plan with the Senior Staff and other participants deemed appropriate by the Owner's identified Project Manager. We will follow the aforementioned with a Project kick-off meeting which will address the following:

- Assist Owner to define Project goals and objectives.
- Review and establish comprehensive project timeline (Design Validation).
- Establish a milestone schedule for the Project, including development of a meeting matrix and meeting agenda.

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- Identify data / documentation (data collection) to be provided by Owner for the Project Consulting Team to review.
- Assist the Village of Villa Park in preparing an RFP and Selecting a Construction Manager as a Constructor (CMc) with GMP for this Project.

Includes one (1) meeting with Staff

Public Input:
We will engage the Village of Villa Park residents through a series of Community Input meetings as follows:
- 29 December 2021
- 15 January 2022
- 19 January 2022

Includes three (3) Public meetings at Village Hall with the potential for expanded Zoom coverage.

Concept Design Program Review / Validation**:**
Work with the Village to review / validate the Building Space Program, in order to ensure there are no overlaps or gaps between program areas and the associated space requirements regarding the same. Additionally, we will:
- Further develop and formalize the Building Space Program.
- Review and validate the Project budget, and describe anticipated scope of work, as it relates to the facilities program elements / areas.

Includes one (1) meeting with Staff

Concept Design Planning Review / Validation**:**
With the previous information obtained, we will develop a refined Concept Design which will depict the organization and adjacency of spaces within the proposed facility.

Furthermore, the deliverables for the refined Concept Design Planning Solution shall include the following:
- Site Plan with Ground Floor Plan outline.
- Floor Plans depicting Programs and Adjacencies
- Order of Magnitude Cost Estimate.

Includes two (2) workshop meetings with Staff

Upon completion of the Pre-Design Phase Services, Williams Architects' will transition into Basic A & E Services. Additionally, we will augment our Project Consulting Team with the balance of the Consultants, as previously noted herein. Toward that end, we will provide:

Basic Architectural & Engineering (A & E) Services for Project Implementation:
***(Anticipate Forty-Nine (49) total meetings*)**

Schematic Design Phase:
- Establish a Design Philosophy for the Project.
- Define existing surface conditions to be protected, modified and/or demolished.
- Review Owner's existing Project Site information, including current survey and Geotech information for the Project Site.
- Review previously prepared program data and preliminary design and incorporate into design criteria.
- Preparation of Architectural Program defining elements to be included within Project.
- Include information related to current and desired pedestrian circulation patterns.
- Research applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by local governmental officials.
- Preparation of refined Project Schedule from Design through Construction.
- Preparation of Preliminary Estimate of Probable Construction Cost based on Owner's Facility scope and program. Additionally, compare the Williams Architects' estimate with that of the Construction Manager's estimate and establish a basis of budget.
- Review and determine Mechanical, Electrical, Plumbing and other specialty systems for the facility.
- Preparation of Schematic Design Site Plan(s) graphically defining design intent. Plans shall include location and configuration of proposed building(s), facilities, entrance/exit driveways, pedestrian walkways

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and signage.
- Preparation of outline specifications.
- Preparation of Written Executive Summary of the Phase.
- Final review with the Owner.

Includes five (5) meetings with Staff and one (1) Board Presentation for a total of six (6) meetings

Design Development Phase:
- Based upon Schematic Design Phase Documents, further develop floor plans, elevations and site plans.
- Further develop main components of Mechanical, Electrical, Plumbing and other related specialty systems for the facility.
- Interior Design.
- Further refine documents / deliverables.
- Review Construction Manager's Project cost estimate and refine scope of work documentation in compliance with Project budget.
- Final review.

Includes six (6) meetings with Staff

Construction Documents Phase:
- Preparation of Contract Documents consisting of drawings and specifications as required to secure a building permit and proceed with bidding and construction of the Project.
- Revise Design Phase Estimate of Probable Construction Cost as required to reflect that defined within the Contract Documents.
- Interior Design documentation.
- Review Construction Manager's Project cost estimate and refine scope of work documentation in compliance with Project budget.
- Final review with the Owner.
- Submit and obtain Permits.

Includes Four (4) meetings with Staff

Bidding and Negotiations Phase:
- Assist Construction Manager in the preparation/issuance of Contract Documents to bidders.
- Respond to questions and provide clarifications to bidders.
- Issue Addendums and/or clarification to bidders.
- Attend One (1) pre-bid conference/meeting and One (1) bid opening/meeting. Architect's attendance at additional conferences and/or bid opening meetings shall be considered an Additional Service.
- Assist Construction Manager in preparing bid summary and recommendations to Owner.

Includes Two (2) meetings with Staff

Construction Administration Phase:
- Architect's Basic Services during the Construction Phase shall include attendance at not more than twenty-eight (28) On-Site Project Meetings with Owner and Contractor (Construction Manager) combined with a site observation visit to become generally familiar with the progress and quality of the completed construction work for general compliance with Construction Documents. The Architect shall report to the Owner nonconforming work observed during such visits. Architect's attendance at additional OAC meetings or additional site observation visits shall be considered an Additional Service. The Architect shall not be responsible for means, methods, techniques or sequences of construction or for safety programs or precautions in connection with the construction work.
- Architect shall have the authority to reject construction work that does not conform to the Construction Documents.
- We are anticipating a fourteen (14) month Construction Phase duration for this Project. Construction Phase duration for the Architect's Services shall be that period of time from commencement of construction through sixty (60) days following date of Architect's issuance of a Certificate of Substantial Completion.
- The Architect shall review and respond to written requests for information ("RFI's") from the Contractor seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.

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- The Architect shall review Contractor submittals and shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and process Contractor's submittals and Shop Drawings.
- Interior design material and color submittals and shop drawing review.
- Interior submittals and shop drawing review.

- The Architect shall review in conjunction with a site observation visit the Contractor's Applications for Payment and process Contractor's Applications for Payment. Such review is to check for quantity of construction work which the Contractor has indicated is completed in the Application for Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.
- The Architect shall prepare Change Orders for Owner's approval and execution.
- The Architect shall visit Project Site to prepare One (1) Punch-List, issue Certificate of Substantial Completion and attend One (1) follow-up site meeting within 60-days of Substantial Completion to review completion of Punch-List. Architect's attendance at additional site meetings intended for Punch-List reviews shall be considered an Additional Service.
- The Architect shall conduct an 11-month walk-through of the facility to determine any outstanding warranty items.

Includes Thirty-one (31) Project site meetings

SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architect's procedure for maintaining project schedules includes defining a very specific step-by-step process with the Village of Villa Park at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to maintain excellent results in achieving our project deadlines. We take great effort to carefully plan out all the meetings, work tasks and project milestones for a Project. We do this because it has greatly enhanced our ability to keep our projects moving forward with no surprises to our clients. To that end, we have prepared the following preliminary schedule, and will work with the Village to ensure the Project Schedule meets your goals and objectives.

TASK		START	END
• Pre-Design		09 Dec. 2021	14 Feb. 2022
○ Data Collection / Kick-Off Meeting			
○ Initial Concept Design Program, Layout & Budget Review/Validation			
○ Preliminary Design Refinements (Site Plans, Floor Plans, Budget)			
○ Public Input (3 Meetings) (29 December 2021, 15 January 2022, 19 January 2022)			
○ Final Preliminary Design for Board Approval (24 January 2022)			
○ CMc selected (01 February 2022)			
• Basic A&E Services		15 Feb. 2022	30 Mar. 2024
○ Schematic Design	01 Feb. 2022 - 01 May. 2022		
○ Design Development	01 May. 2022 - 01 Aug. 2022		
○ Construction/Permit Documents	01 Aug. 2022 - 01 Dec. 2022		
○ Bidding	01 Dec. 2022 - 18 Jan. 2023		
• Awards & Construction Start		01 Feb. 2023	
• Substantial Completion (in compliance with Grant)			30 Mar. 2024
• Move-in / Training / Open to Public		01 Apr. 2024	01 May / Jun. 2024

TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the Village of Villa Park shall be paid on a fee basis, as described below, for the Scope of Services performed in accordance with the enclosed compensation breakdown. The Architect shall bill the Village on a monthly basis for the percentage of services / work performed for the previous month's time. Time will be in accord with the enclosed Rate Table.

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We respectfully propose our Professional Services fees as follows:

BASE A & E SERVICES FEE		**$ 1,231,630.00**
• Total Hard Construction Cost of $15,790,000.00 x 7.8%		
ARCHITECT'S SPECIALTY ADD SERVICE SUB-CONSULTANTS		
• Interior Design (Materials/Color Selection)	$ 28,000.00	
• Civil Engineer	$ 60,000.00	
• Landscape Architect	$ 18,000.00	
• Low Voltage	$ 15,000.00	
• Food Service Consultant	$ 10,000.00	
• Management and Coordination Fee (15%)	$ 15,450.00*	
* No mark-up included on Interior Design Services		
Total Specialty Add Service Sub-Consultant Fees		**$ 146,450.00**
ARCHITECT'S TOTAL A & E FEE		**$ 1,378,080.00**

The above noted fee is based upon a $15,790,000 Hard Site and Building Construction Budget. If the project material scope and the associated construction budget increase through the design process beyond the established $15,790,000 value and the Village of Villa Park approves the same, our Fee will increase at Seven and Eight Tenths percent (7.8%) of the value of the Project that exceeds the established $15,790,000 for the hard construction cost. This increase shall be added to the previously identified Fee listed above.

Should any Architect's Specialty Consultants be affected by Owner approved scope increase, we will compensate the said Consultant(s) at a mutually acceptable fee.

Our fee will be distributed in the below noted percentages:

Base (A&E) Services:	
Schematic Design	19.0%
Design Development	16.0%
Construction Documents / Permitting	43.0%
Bidding / Negotiation	2.0%
Construction Administration	20.0%
	100.0%

Our work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly or mutually accepted fixed fee basis from the rate table below. These rate tables are revised the beginning of June each year.

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The Architect shall bill the Village on a monthly basis for the percentage of services / work performed for the previous month's time. Time will be in accord with the enclosed Rate Table.

Rate Table

Principal II	$ 243.00/Hour
Principal I	$ 224.00/Hour
Associate Principal	$ 206.00/Hour
Senior Associate/Senior Project Mgr.	$ 202.00/Hour
Associate / Project Manager	$ 184.00/Hour
Architect III	$ 163.00/Hour
Architect II	$ 150.00/Hour
Architect I	$ 135.00/Hour
Senior Project Coordinator II	$ 163.00/Hour
Senior Project Coordinator I	$ 150.00/Hour
Project Coordinator IV	$ 123.00/Hour
Project Coordinator III	$ 112.00/Hour
Project Coordinator II	$ 95.00/Hour
Project Coordinator I	$ 82.00/Hour
Project Technician II	$ 64.00/Hour
Project Technician I	$ 49.00/Hour
Aquatic Engineer II	$ 194.00/Hour
Aquatic Engineer I	$ 148.00/Hour
Director of Marketing	$ 181.00/Hour
Marketing Coordinator	$ 131.00/Hour
Accounting	$ 174.00/Hour
Secretarial	$ 123.00/Hour
Clerical	$ 87.00/Hour
Director of Interior Design	$ 165.00/Hour
Interior Designer V	$ 129.00/Hour
Interior Designer IV	$ 108.00/Hour
Interior Designer III	$ 84.00/Hour
Interior Designer II	$ 71.00/Hour
Interior Designer I	$ 49.00/Hour

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOPA, can be provided on an hourly, or mutually agreed upon fixed fee basis, as requested by the Village in accordance with the rate table herein.

REIMBURSABLE EXPENSES:

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.15 multiplier. Project related Reimbursable Expenses include such items as vehicle mileage, tolls & parking, printing, copies, photography, renderings / slides, fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc..

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CLOSING

Thank you again for this wonderful opportunity to provide our Professional Services to the Village of Villa Park. If you are in agreement with the terms of this Letter of Proposed Agreement (LOPA), please sign and date below, and return one original to our office. Upon receipt of an executed Letter of Proposed Agreement, we will be ready to commence with the defined Architectural Services, and we will incorporate this Letter of Proposed Agreement into a formal Owner-Architect AIA Agreement, mutually agreeable to the Village of Villa Park and Williams Architects. In the meantime, it is understood that the general terms contained within this proposal herein are in keeping with the Architect's Standard of Care. We are ready to commence with our services immediately. We anticipate a wonderful professional relationship and a successful Project outcome that will serve the Village of Villa Park residents.

If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



CEO / Managing Principal

CC: Greg Gola / Village of Villa Park Parks & Recreation Department
Andrew Caputo / Williams Architects
Sonja L. Sporleder / Williams Architects

ACCEPTED BY:

_____
Printed Name and Title – Village of Villa Park Authorized Representative

_____ _____
Village of Villa Park Authorized Signature Date

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MEMORANDUM

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

FROM: _____, Assistant Director of Parks, Recreation & Fleet Services
Gina M. Racanelli, CPRP CPO AFO

RE: Swim pass and daily admission rates for 2022

DATE: February 28, 2022

STATEMENT OF PURPOSE:
Pool pass rates are set annually by village resolution. To be ready for 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.

INVESTIGATION:
With regard to the discounted early bird season pass rates, the Parks and Recreation Advisory Commission agreed and staff recommends that early bird, discounted rates begin May 2 and end June 21. This would allow patrons to purchase their pool passes at the discounted rate for an extended period through the first day of summer. Regular season rates would begin on June 22, 2022.

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.

Pool pass prices increased by 10% (+/-) in 2021 and daily rates increased by $1. On the pages 2-3, please find the recommendation for the 2022 season passes, multi-use passes and daily admission fees, along with swim season dates and daily schedules.

2022 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

2022 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 2022: $35,000

Proposed Daily admission fees:

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

After 4 pm Daily Admission Discount

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

Monday-Thursday from 7-8 pm

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

Proposed revenue for daily admission in 2022: $40,000

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

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

Proposed schedule for the 2022 season:
June 4 -September 5

Pool Hours:

Monday -Thursday:	12 noon-8 pm *(beginning Wednesday, August 17, 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 5 (Labor Day)*

Daily Swim Schedule:

Open Swim
Daily: 12-6 pm (*Children under 10 must be accompanied by an adult)*

Evening Swim
Daily: 6-7 pm (*Children under 14 must be accompanied by an adult)*

Adult Lap Swim & Water Exercise
Monday-Tuesday-Thursday 7-8 pm (*Participants must be at least 18 years old)*

Pool Rentals:

June 10-August 13
Friday & Saturday (Sunday is reserved for rainouts)
7:15-9:15 pm
R $250 / NR $375

RECOMMENDATION:
After careful consideration, staff is recommending no increase in pool pass rates and daily admission fees. Six or seven members of Parks and Recreation Advisory Commission agreed to no fee increase for passes, multi-use cards and daily admission fees.

Attachment

RESOLUTION NO. 2147

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING THE FEES FOR THE VILLAGE'S SWIMMING POOL FOR THE 2022 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 2022 swimming pool fees for public notice to be given prior to May 1, 2022.

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 2022 swimming pool season:

Season Pass Rates

	Early Bird Discounted Rate May 2-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

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

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)*

Daily admission fees

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

After 4 pm Daily Admission Discount	
Resident 3 years and up	*$5*
Non-resident 3 years and up	*$7*
Monday-Thursday; 7-8 pm	
Resident Adult lap swim	*$3*
Non-resident Adult lap swim	*$5*

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 14th DAY OF MARCH, 2022.

_____
President, Village of Villa Park

ATTEST:

_____
Clerk, Village of Villa Park

ADOPTED this 14th day of March, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

	2017 Early Bird Rate	2018 Early Bird Rate	2019 Early Bird Rate	2020 Early Bird Rate	2021 Early Bird Rate	2022 Early Bird Rate (propsed)
Resident age 3-59	$53.00	$53.00	$53.00	N/A	$58.00	$58.00
Non-resident age 3-59	N/A	N/A	N/A	N/A	N/A	N/A
Resident senior age 60+	$48.00	$48.00	$48.00	N/A	$53.00	$53.00
Non-resident age 60+	N/A	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	2022 Regular Season Rate (propsed)
Resident age 3-59	$72.00	$72.00	$72.00	N/A	$79.00	$79.00
Non-resident age 3-59	$99.00	$99.00	$99.00	N/A	$109.00	$109.00
Resident senior age 60+	$64.00	$64.00	$64.00	N/A	$70.00	$70.00
Non-resident age 60+	$92.00	$92.00	$92.00	N/A	$101.00	$101.00

Swim Pool Passes	Revenue
2017 (2 Pools)	$63,012
2018	$24,481
2019	$25,958
2020	$0
2021	$34,690
2022-proposed	$35,000

Gate Admissions	Revenue	Daily Rates
2017 (2 Pools)	$32,804	$7R $9NR
2018	$33,882	$7R $9NR
2019	$35,140	$7R $9NR
2020	$0	N/A
2021	$48,942	$8R $10NR
2022-proposed	$40,000	$8R $10NR

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
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 a two (2) year contract with Romano Landscape of Elmhurst, Illinois for the Landscape Maintenance Program in an Amount of $56,200

Suggested Action:
The Parks Division has been working with multiple landscape companies for several years to assist with maintenance of turf areas, various landscaped flower beds and 16 median strips and properties along North Avenue. Staff recommends approval of a two year contract with Romano Landscape in the total amount of $56,200 ($27,600 for 2022 and $28,600 for 2023) with the option of a third year. Funds for this have been budgeted in accounts 10.517.00.299 Commuter Parking and Other Contractual Services, 10.517.00.315 (Commuter Parking Other Supplies), 36.502.02.299 (Parks Operations Contractual Services) and 26.502.01.299 TIF 6 North Ardmore Contractual Services.

This item satisfies the Long Term Complex Strategic Goal #1 Continue to use a disciplined maintenance plan and schedule for Village Infrastructure.

Attachments:
MEMO_-_Landscape_Maintenance_Prog.docx
RESO_2148-_Landscape_Maintenance_Agreement.docx
Landscape Maintenance Contract.pdf

MEMORANDUM

TO: Michael Guerra, Interim Village Manager
Greg Gola, Director of Parks, Recreation and Fleet Services

FROM: Brian Roche, Superintendent of Parks, Buildings and Grounds

DATE: March 1, 2022

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Two Year Contract with Romano Landscape of Elmhurst, Illinois for the Landscape Maintenance Program in an Amount of $56,200 ($27,600 for 2022 and $28,600 for 2023)

STATEMENT OF PROBLEM

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

The Landscape Maintenance Program consolidates landscaping services for three prime locations in Villa Park:

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

In 2020, the Village sought bids from 20 companies and posted the bidding notice in local newspapers in support of the Village's purchasing policy. Only one bid was submitted by Bear Landscape Group of Villa Park, IL in the total amount of $27,680. The contract was awarded to Bear Landscape Group for the consolidated landscape maintenance program in 2020 and renewed for 2021.

INVESTIGATION

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

Each season the Village spends approximately 5,000 hours mowing and trimming 125 acres of land. The three areas considered in the Landscape Maintenance Program amount to 1,083 hours of staff time annually, or $35,861, not including costs associated with equipment wear and tear. The remaining Village-owned property would be maintained by 7 full time employees and 4 part-time seasonal staff, which does not make reference to any additional hours spent maintaining Village-owned buildings, properties, and seasonal special events.

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

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

The Village solicited proposals for the Landscape Maintenance Program services from 7 contractors, proposals were received from 3 contractors. Romano Landscape of Elmhurst, IL submitted the lowest responsible proposal in the amount of $56,200 ($27,600 for 2022 and $28,600 for 2023). Proposals were also received from Bear Landscape in the amount of $58,240 ($29,120 for 2022 and $29,120 for 2023) and Milieu Landscape in the amount of $60,750 ($29,920 for 2022 and $30,830 for 2023).

RECOMMENDATION

Staff recommends approval of a landscaping contract with Romano Landscape in the total amount of $56,200 ($27,600 for 2022 and $28,600 for 2023) for two years for the 2022 and 2023 landscape services, with the option for a third year. This contract would save the Village $16,418 in staff salary during the life of the contract (which includes the calculations of a minimum 2.5% wage increase for parks staff for 2023). If the Village is not satisfied with the quality of work produced, the contract would be subject to termination.

RESOLUTION NO. 2148
RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A TWO (2) YEAR CONTRACT WITH ROMANO LANDSCAPE OF ELMHURST, ILLINOIS FOR THE LANDSCAPE MAINTENANCE PROGRAM IN AN AMOUNT OF $56,200 ($27,600 for 2022 and $28,600 for 2023).

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

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

WHEREAS, the proposal received by the village from Romano Landscape of Elmhurst, Illinois for the Landscape Maintenance Program for two (2) years in an Amount of $56,200, is the lowest responsible proposal; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to accept said proposal and waive the requirement of open and competitive bidding for Landscape Maintenance Program.

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the citizens of the Village of Villa Park to accept the proposal from Romano Landscape of Elmhurst, Illinois for the Landscape Maintenance Program for two (2) years in an Amount of $56,200.

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 pursuant to Section 2-220(a)(3) of the Villa Park Municipal Code, the requirement of open and competitive bidding provided under Division 2 of Article 2 is hereby waived, and the Village Manager is hereby authorized to approve a proposal from Romano Landscape of Elmhurst, Illinois, for the Landscape Maintenance Program for two (2) years as described in the attached proposal, attached hereto as Exhibit A, in an amount not to exceed

$56,200.

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 14th DAY OF MARCH, 2022.

VILLAGE OF VILLA PARK

_____
President, Village of Villa Park

ATTEST:

_____
Clerk, Village of Villa Park

ADOPTED this 14th day of March, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

ROMANO
LANDSCAPE LLC

P.O. Box 769 Elmhurst, IL 60126 OFFICE 630-359-4317 FAX 630-359-4326

LANDSCAPE MAINTENANCE CONTRACT

This document details a landscape property maintenance proposal from Joe Romano of Romano Landscape LLC to Brian Roche & the Village of Villa Park for the grass islands along North Ave, bedding areas along Ardmore Ave, and the bedding and lawn maintenance at the Metra station area, located in Villa Park Il, and shall be subject to the terms and conditions outlined below:

SCOPE OF SERVICE

Our landscape management service begins April 1st thru November 30th. We conform to professional horticultural practices, and climatic conditions. This is subject to change due to weather, holidays, or uncontrollable circumstances. During the months of April and November, attention will be concentrated on Spring Clean-up and Fall Clean-up activities. Romano Landscape LLC will furnish the labor, materials, tools, and equipment, necessary to perform work and duties in a workmanship-like manner creating as little disruption as possible to customer. Romano Landscape LLC will perform all services in accordance with the highest standards of horticultural excellence.

A. SPRING CLEAN-UP
    1. All tree, shrub, and flower beds, as well as turf areas and any other designated areas, will be cleaned of all winter debris such as leaves, branches, garbage, etc. Cut back grasses and shrubs, deadhead perennials as needed.
    2. All beds and turf areas will be inspected for damage and disease and treated appropriately. Both parties can discuss any additional costs that may be necessary in the process.
    3. This service can be completed in early April, but may actually be completed in late March, depending on the weather conditions.

B. TURF MANAGEMENT
    1. Per contract request, all turf areas along North Ave. will be mowed on a Bi-Weekly basis. Turf areas at Metra parking area will be mowed on a weekly basis, to be completed on a designated day by the end of the workweek, unless excessive rain requires the mowing to be completed on another better-weather day. There may be weeks during the peak hot summer months when it would be beneficial to skip the weekly mowing to reduce turf stress. The crew would be on-site in any event to perform other duties and to always inspect the turf areas to make sure the owing can indeed be skipped without sacrificing quality care.
    2. Whenever and wherever possible, mowing patterns shall be alternated.
    3. All grass next upright objects, foundations, trees, and poles shall be trimmed as needed.
    4. All sidewalks will be edged on a monthly basis.
    5. All concrete/stone areas and beds will be blown and cleaned of debris each week.
    6. All pruned and trimmed materials will be removed after each trimming.

C. TREES, SHRUBS, EVERGREENS, GROUNDCOVER CARE AND BED MAINTENANCE

1. All deciduous shrubs and bushes will be pruned one (2) times per season and will be scheduled in mid –late spring and early-late fall, or as needed to present a reasonable appearance agreed upon with the management.
2. Evergreens will be pruned as necessary to present a reasonable appearance agreed upon with management.
3. All trees will be pruned as needed to keep the lower branches approximately 7 feet off the ground.
4. Suckers will be removed from the trees as required during the term of this contract.
5. Where applicable, all tree, bush, and shrub beds will be spaded-edged and cultivated a total of four (3) times during the term of this contract. Cultivation will begin in spring and will continue throughout the term of this contract, at intervals of about 6 weeks.
6. All plant beds will be treated in such a manner as to present a neat and always weed free appearance. Deadhead plants and perennials as needed. Groundcover will be trimmed as needed also.
7. Excluded from this contract will be any pruning or trimming (over 12 feet) that would require the use of a ladder or other device to elevate the personnel to complete this portion of service.
8. Dormant pruning and/or pruning to rejuvenate existing plants will not be considered within the scope of these services.
9. Removal of all litter and garbage inside bedding areas.

D. FALL CLEAN-UP

1. During the month November, all leaves will be cleaned and removed from the property on a Bi-Weekly basis.
2. Final clean-up of shrub, and flower beds, as well as turf areas and any other designated areas, will be cleaned of all winter debris such as leaves, branches, garbage, etc. Cut back grasses and shrubs, deadhead perennials as needed.
3. This service would be completed by November 30, unless unusual weather conditions warrant extended service.

E. GENERAL INFORMATION

1. Romano Landscape LLC maintains a flexible work schedule and can accommodate request for weekly services being performed on specific days. Please note that at times, extremely poor weather conditions may force Romano Landscape LLC to have to perform its weekly services on an alternate day of the week. In this event, Management will be informed.
2. Although Romano Landscape LLC can respond to changes or unusual situations, it is helpful (and often necessary) to be informed of any such changes or special requests at least three days in advance, but preferably one week in advance whenever possible.
3. Romano Landscape LLC has experience in and offers a variety of other services, including landscape design and installation seasonal annual flower planting and removal, sod/mulch/top soil, installing retaining walls, brick pavers, sprinkler system start up and shut down, etc., among others. If any of these other landscape services are desired or deemed necessary, terms, conditions, and prices can be discussed, negotiated, and agreed upon by both parties separately from the landscape maintenance agreement outlined here.

ROMANO
LANDSCAPE LLC

P.O.Box 769 Elmhurst, IL 60126 OFFICE 630-359-4317 FAX 630-359-4326

The agreed upon charge to the Village of Villa Park, for the services outlined above is **$56,200.00, for the 2022 & 2023 landscape seasons.** Eight monthly payments of **$3,450.00** per month (April 2022 thru November 2022) and, eight monthly payments of **$3,575.00** per month (April 2023 thru November 2023)) will be billed monthly at the beginning of each month to the attention of Brian Roche at the Village of Villa Park. Please note that this monthly charge includes the following services, depicted below with the associated pricing detail for service:

- Spring clean-up
- Bi-Weekly lawn mowing and maintenance along North Ave.
- Weekly lawn mowing and bedding maintenance at Metra station, and along Ardmore Ave.
- Trees, Shrubs, Evergreens, Groundcover Care and Bed Maintenance
- Fall clean-up
- Provide and Install (45) yards of Premium Hardwood Mulch to all bedding areas

Thank you,

Joe Romano

For acceptance of the terms and conditions listed above, please sign below and submit to Romano Landscape LLC:

Authorized Signature-

G. BILLING

Invoices will occur on the first day of the month for the previous month services and are payable upon receipt. Monthly billings are based on a proration of the yearly cost and is not indicative of work done in any one month. In the event the account is not paid within 30 days, the customer shall pay to Romano Landscape LLC all past due amounts, and a service charge of 10%. In the event your account is placed for collection, all associated collection cost and reasonable attorney fees will be charged to your account. All services and materials will be considered property of Romano Landscape LLC until such items are paid in full. Any additional work not specified and performed on a written acceptance of proposal request of the customer shall be subject to terms here of and shall be charged on a time and material basis.

H. INSURANCE

Romano Landscape LLC carries a two-million-dollar insurance policy for liability and property damage, as well as worker's compensation policies for each employee. These certificates of insurance, as well as any references, are available upon request.

I. GAS AND OIL PRICES

Romano Landscape LLC proposal is based on the average daily price for gasoline not exceeding $5.00 per gallon as determined by the Depart of Energy (DOE). In the event that The DOE price of fuel for gasoline increases to $5.00 per gallon a 4% fuel fee will be added to your monthly invoice.

J. TERMINATION

In the event the customer is dissatisfied with service rendered, the customer must give Romano Landscape LLC 30 days written notice to correct problem. If the problem is not corrected within said 30 days, then the customer has the right to cancel this agreement upon payment of all accrued charges. This agreement is for a period of two year and may be cancelled only upon the following conditions:

1. By the Customer, if Romano Landscape LLC has not corrected any problems as set forth in the above paragraph of this agreement.
2. By the Customer, upon 30 days' written notice if the premises is sold and payment is made of all accrued charges.
3. By Romano Landscape LLC, upon 10 days written notice if the Owner is delinquent for 30 days in the payment of the monthly charges.

This agreement shall insure to the benefit and be binging on the parties, heirs, executors, administrators, assignees, and successors of the parties.

This agreement contains the entire understanding of the parties that no statements, promises, or inducements made by either party or agent that are not contained in this written agreement shall not be valid or binding.

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Michael Guerra
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Professional Services of G.M. Smith & Son Realtors Regarding the Marketing and Sale of Village-Owned Property Located at 440 E. Van Buren Street, Villa Park, Illinois

Suggested Action:
The Village Board approved the property at 440 E. Van Buren as surplus during the January 10th meeting and directed staff to utilize a local realtor to broker the sale of the property. Staff has reached out to three local realtors to solicit proposals to sale the property. After reviewing the proposals, staff selected G.M. Smith and Son Realtors. The proposal includes the initial marketing position, provide ongoing communication and updates, multiple listing service exposure with national websites such as Zillow, Realtor.com, Trulia, Redfin, social media exposure, open houses, virtual showings, yard sign and feature sheets. The commission will be 5% and if they procure a buyer from their list of clients then the commission will be reduced to 4%. Staff recommends approval of the Residential Marketing Agreement with G.M. Smith and Son and to place the house on the market as soon as possible.

Attachments:
Memo_-_Selection_of_Realtor_440_E_VanBuren.docx
440 E. Van Buren St. CMA.pdf
Reso 2149
Authorizing_the_Professional_Services_of_G.M._Smith___Son_Realtors_Regarding_the_Mar

Memo

To: Village Board of Trustees

From: Michael Guerra, P.E., Administrative Officer

Date: February 3, 2022

Re: Selection of Realtor for the sale of 440 E. Van Buren

The Village Board approved the property at 440 E. Van Buren as surplus during the January 10th meeting and directed staff to utilize a local realtor to broker the sale of the property. Staff has reached out to the following Villa Park realtors for proposals to market the property on behalf of the Village.

Hensley Prairie Path Realty
7 E. Park Boulevard
Villa Park, IL 60181
Agent: Tammy Hensley
Services offered: Professional Photography, MLS Exposure, and Advertisement on internet and social media, open houses, Broker tours, one on one services, and quick communication with hands on approach.
Fee/Commission: 5% of net sales price. If procured with a buyer "in house", the commission will be lowered to 4%.

JW Reedy
1136 S. Main St.
Lombard, IL 60148
Agent: Tina Janopoulos
Services offered: Social Media exposure, Visual Tour with virtual walk-through, exposure on realtor.com, redfin and all other MSL ready platforms, and active network with home builders and experienced flippers.
Fee/Commission: 5% of the sales price. This fee covers all advertising and signage (if any), and payment of the cooperating brokerage along with payment.

Smith and Son
203 S. Villa Ave.
Villa Park, IL 60181
Agent: Cathie Smith and Tom Smith
Services offered: Initial marketing position, provide ongoing communication and updates, multiple listing service exposure with national websites such as Zillow, Realtor.com, Trulia, Redfin, social media exposure, open houses, virtual showings, yard sign and feature sheets.
Fee/Commission: 5% commission. If procured with a buyer in-house, the commission is only 4%

Attached to this memo is the proposals submitted to the Village if you wish to review them.

RECOMMENDATION:

The tenant of the property has already relocated and vacated the house. Director Gola has reported the house needs a considerable amount of work due to the condition it was left in caused by the wear and tear of the tenant over the years. Sugar Creek Golf Course manages the lease and are withholding the deposit. However, this may affect the value of the house for sale. The initial appraisal of the property was $320,000. Overall, all three proposals offered a commission of 5%. Therefore, we are anticipating the cost of the commission to be $15,000-$20,000. Therefore it is my understanding the manager can issue the contract to expedite the process.

All three firms seem to have favorable proposals and we feel would do an excellent job for the community. After discussion with staff, is recommended that the Village utilize Smith and Son as they are located in Villa Park.

Comparative Market Analysis



440 E. Van Buren St., Villa Park, IL

The Village of Villa Park

MARCH 4, 2022



Cathie Smith, Designated Managing Broker, ABR, CNC, CSC, GRI

G.M. Smith & Son Realtors

March 4, 2022

To the Village of Villa Park,

I have made an inspection and analysis to estimate the current market value of the home located at 440 E. Van Buren St., Villa Park.

For the purpose of this analysis, market value is defined as the highest price in terms of money which the property would bring if exposed for sale in the open market by a seller who is willing to, but not obligated to sell. It is contingent upon allowing a reasonable time to find a buyer who buys with the knowledge of all the uses to which it is adapted and for which it is capable of being used.

When I list the house, subject to your approval, it would be immediately placed into the Multiple Listing Service at 5% commission rate. This rate is applied against the sales price and only if a real estate office other than G.M. Smith & Son should sell the house. If we sell your property the commission rate will be 4%.

Our office is a family owned business with over 100 years and four generations of experience. We are respected in the community and our philosophies are based on both honesty and integrity. As a client centered business, you will receive personal service and be backed by a reputable company.

When you list with us you can rest assured that I, as your agent, and G.M. Smith & Son Realtors will actively, professionally and responsibly market your home.

Sincerely,

Cathie Smith, Designated Managing Broker

Thomas Smith, Broker



Cathie Smith, Designated Managing Broker, ABR, CNC, CSC, GRI
G.M. Smith & Son Realtors
Cell: 630-712-2632
cathie@gmsmithrealtors.com | gmsmithrealtors.com

Contact Me

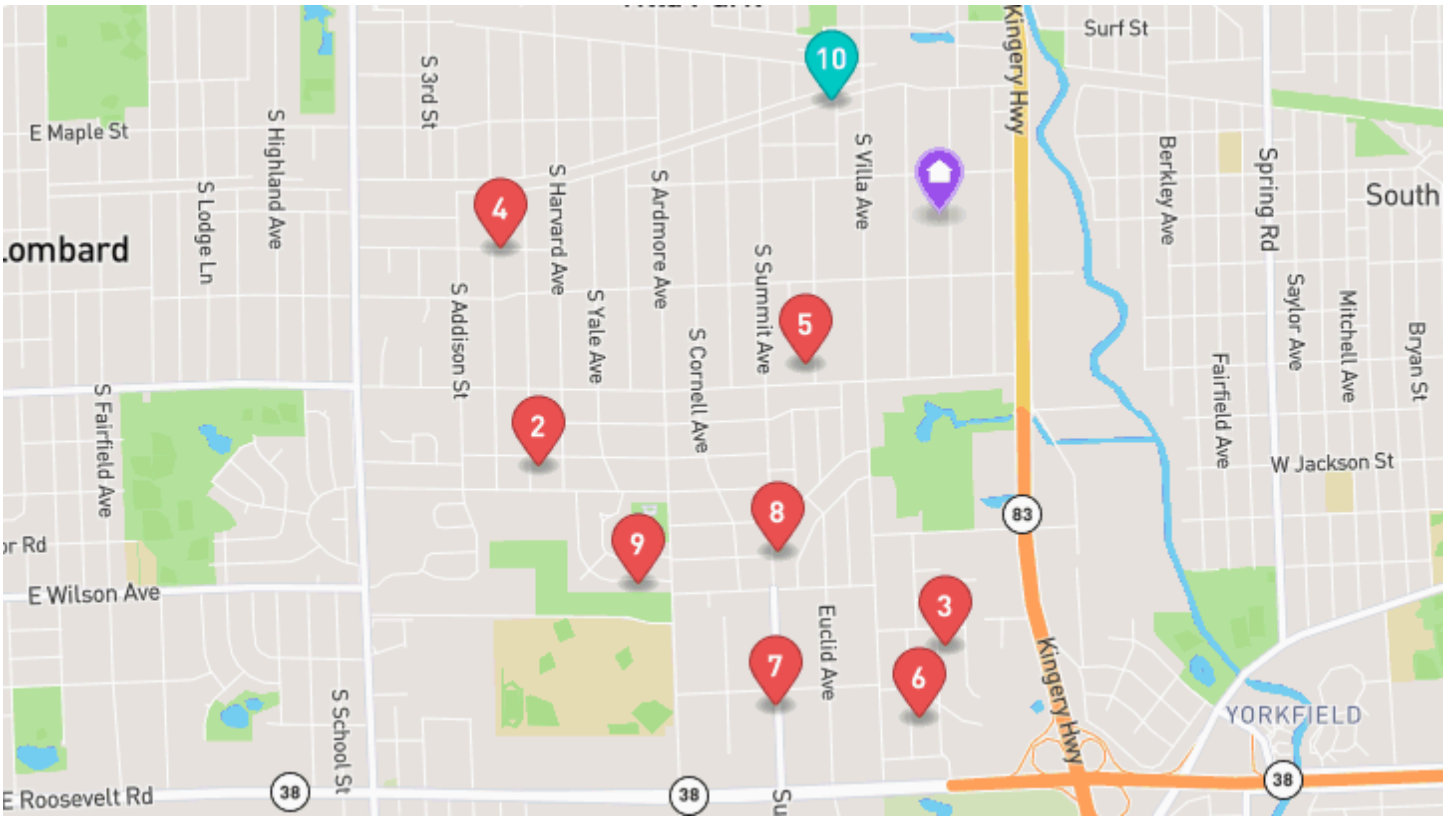


Cathie Smith, Designated Managing Broker, ABR, CNC, CSC, GRI

G.M. Smith & Son Realtors

203 S. Villa Avenue, Villa Park, IL 60181
630-834-2632
630-712-2632
cathie@gmsmithrealtors.com
gmsmithrealtors.com
facebook.com/gmsmithrealtors

Map of Comparable Listings



STATUS: S = CLOSED B = ACTIVE UNDER CONTRACT

	MLS #	STATUS	ADDRESS	BEDS	BATHS	SQFT	PRICE	ADJ PRICE
1	**Subject**		**440 E Van Buren St**	**4**	**2.00**	**1,800**	**-**	**-**
2	11205213	S	929 S Michigan Avenue	4	2.00	1,364	$180,000	↑ $205,000
3	10996744	S	1325 S Monterey Avenue	3	2.00	1,320	$252,500	↑ $277,500
4	11273038	S	501 S Wisconsin Avenue	3	3.00	1,484	$256,000	↑ $268,500
5	11246012	S	738 S Euclid Avenue	4	2.00	1,611	$275,000	$275,000
6	11055364	S	1435 S Oakland Avenue	3	2.00	1,521	$295,000	↑ $310,000
7	11193927	S	0S660 Cornell Avenue	3	2.00	1,564	$301,001	$301,001
8	11283951	S	1127 S Summit Avenue	3	3.00	3,286	$315,000	↓ $297,500
9	11275579	S	37 W Leslie Lane	4	2.00	1,855	$326,000	↓ $296,000
10	11217779	B	321 E Park Boulevard	3	3.00	1,663	$389,900	$389,900



Cathie Smith, Designated Managing Broker, ABR, CNC, CSC, GRI
G.M. Smith & Son Realtors
Cell: 630-712-2632
cathie@gmsmithrealtors.com | gmsmithrealtors.com

Listings



Cathie Smith, Designated Managing Broker, ABR, CNC, CSC, GRI

G.M. Smith & Son Realtors

929 S Michigan Avenue Villa Park, IL 60181

MLS #11205213

$180,000 ADJ↑ **$205,000**

CLOSED 11/30/21

4 Beds **2.00** Baths

Year Built **1952**

1,364 Sq. Ft. ($150 / sqft)

Days on market: **30**



Photo not available

Details

Prop Type: Detached Single
County: Du Page
Area: Villa Park
Full baths: 2.0
Acres: 0.24

Lot Dim: 54 X 187
Lot Size (sqft): 10,454
Garages: 2
List date: 8/31/21
Sold date: 11/30/21

Off-market date: 10/7/21
Updated: Nov 30, 2021 4:01 PM
List Price: $174,500
Orig list price: $174,500

Taxes: $4,987
School District: 88

Features

Association Fee Frequency: Not Applicable
Association Fee Includes: None
Basement: Full

Bedrooms Possible: 4
Concessions: No
Cooling: Central Air
Living Area Source: Assessor

Heating: Natural Gas
Rooms Total: 7
Sewer: Public Sewer
Water Source: Lake Michigan

Garage Ownership: Owned
Garage Type: Detached
Age: 61-70 Years

Remarks

Rehab investment property. Home located in south Villa Park. Great location, close to schools. Removal of items inside house will be buyer's responsibility. Sold "As-Is".



Cathie Smith, Designated Managing Broker, ABR, CNC, CSC, GRI
G.M. Smith & Son Realtors
Cell: 630-712-2632
cathie@gmsmithrealtors.com | gmsmithrealtors.com

1325 S Monterey Avenue

Villa Park, IL 60181

MLS #10996744

$252,500 ADJ↑ **$277,500**

CLOSED 6/2/21

3 Beds **2.00** Baths

Days on market: **47**

1,320 Sq. Ft. ($210 / sqft)





Details

Prop Type: Detached Single
County: Du Page
Area: Villa Park
Subdivision: Westlands
Style: ["Ranch"]
Full baths: 1.0
Half baths: 1.0

Acres: 0.35
Lot Dim: 100X155
Lot Size (sqft): 15,245
Garages: 2
List date: 3/5/21
Sold date: 6/2/21
Off-market date: 4/20/21

Updated: Jun 2, 2021 7:58 PM
List Price: $270,000
Orig list price: $280,000
Taxes: $3,537
School District: 88

High: Willowbrook High School
Middle: John E Albright Middle School
Elementary: Salt Creek Elementary School

Features

Association Fee Frequency: Not Applicable
Association Fee Includes: None
Basement: None
Bedrooms Possible: 3

Community Features: Street Paved
Concessions: No
Cooling: Central Air
Electric: Circuit Breakers

Living Area Source: Assessor
Heating: Natural Gas, Forced Air
Other Equipment: Ceiling Fan(s)
Roof: Asphalt

Rooms Total: 5
Sewer: Public Sewer
Water Source: Lake Michigan
Garage Ownership: Owned
Garage Type: Attached
Age: 71-80 Years

Remarks

Cozy ranch on a nice sized lot. Low property taxes in the great Salt Creek School District. Hardwood floors throughout



Cathie Smith, Designated Managing Broker, ABR, CNC, CSC, GRI
G.M. Smith & Son Realtors
Cell: 630-712-2632
cathie@gmsmithrealtors.com | gmsmithrealtors.com

with nice sized rooms. Home is sold AS-IS waiting for you to update it the way you want it. Close to expressways and Oak Brook Mall along with many other shopping and dinning options. Sold as-is, no repairs will be made. Agent related to owner. Motivated seller. No FHA



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Cell: 630-712-2632
cathie@gmsmithrealtors.com | gmsmithrealtors.com

1325 S Monterey Avenue Villa Park, IL 60181

MLS #10996744

$252,500 ADJ↑ **$277,500**

CLOSED 6/2/21

3 Beds **2.00** Baths

Days on market: **47**

1,320 Sq. Ft. ($210 / sqft)











Cathie Smith, Designated Managing Broker, ABR, CNC, CSC, GRI
G.M. Smith & Son Realtors
Cell: 630-712-2632
cathie@gmsmithrealtors.com | gmsmithrealtors.com

501 S Wisconsin Avenue Villa Park, IL 60181

MLS #11273038

$256,000 ADJ↑ **$268,500**

CLOSED 1/31/22

3 Beds **3.00** Baths

Year Built **1927**

1,484 Sq. Ft. ($181 / sqft)

Days on market: **1**



Photo not available

Details

Prop Type: Detached Single
County: Du Page
Area: Villa Park
Style: ["Bungalow"]
Full baths: 3.0
Lot Dim: 50X188

Lot Size (sqft):
Garages: 2
List date: 11/17/21
Sold date: 1/31/22
Off-market date: 11/17/21

Updated: Jan 31, 2022 3:06 PM
List Price: $260,000
Orig list price: $260,000
Taxes: $7,058
School District: 88

High: Willowbrook High School
Middle: Jackson Middle School
Elementary: Ardmore Elementary School

Features

Appliances: Range, Refrigerator
Association Fee Frequency: Not Applicable
Association Fee Includes: None
Basement: Full

Bedrooms Possible: 4
Concessions: No
Cooling: Central Air
Exterior Features: Deck
Living Area Source: Assessor

Heating: Natural Gas, Forced Air
Rooms Total: 9
Sewer: Public Sewer
Water Source: Lake Michigan
Sp Incl Parking: Yes

Garage Ownership: Owned
Garage Type: Detached
Age: 91-100 Years

Remarks

Prime location, Brick Bungalow in need of upgrades. 4 bedrooms 3 bath. Sold prior to processing.



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738 S Euclid Avenue Villa Park, IL 60181

MLS #11246012

$275,000

CLOSED 11/23/21

4 Beds **2.00** Baths

Year Built **1955**

1,611 Sq. Ft. ($171 / sqft)

Days on market: **4**





Details

Prop Type: Detached Single
County: Du Page
Area: Villa Park
Full baths: 2.0
Acres: 0.2803
Lot Dim: 70X175

Lot Size (sqft): 12,209
Garages: 2
List date: 10/14/21
Sold date: 11/23/21
Off-market date: 10/17/21

Updated: Nov 24, 2021 9:54 AM
List Price: $269,930
Orig list price: $269,930
Taxes: $8,279
School District: 88

High: Willowbrook High School
Middle: Jackson Middle School
Elementary: Ardmore Elementary School

Features

Appliances: Range, Dishwasher, Refrigerator
Association Fee Frequency: Not Applicable
Association Fee Includes: None
Basement: Full

Bedrooms Possible: 4
Concessions: No
Cooling: Central Air
Exterior Features: Deck, Workshop
Living Area Source: Assessor

Heating: Steam
Laundry Features: In Unit
Rooms Total: 9
Sewer: Public Sewer
Water Source: Lake Michigan
Garage Ownership: Owned

Garage Type: Attached
Age: 61-70 Years

Remarks

Great location in a wonderful neighborhood! This BRICK Tri Level home has lots of space. 4 Bedroom, 2 Full bathrooms and a Full basement with workshop. Nice kitchen with a breakfast room that overlooks the deck and large yard. Wood



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floors in the Living room and dining room. Owner leaving for a warmer climate after living here for decades. Owner has kept up with annual maintenance with a/c, furnace, boiler, Sewer pipes rodded every year. Roof, Gutters/downspouts 2014, New frig and stove 2009 Windows 2005 , Deck 2006 PRICE REFLECTS NEED OF INTERIOR PAINTING AND A FEW UPDATES NEEDED, AS-IS, PRICED TO SELL QUICK.



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1435 S Oakland Avenue Villa Park, IL 60181

MLS #11055364

$295,000 ADJ↑ **$310,000**

CLOSED 5/28/21

3 Beds **2.00** Baths

Year Built **1958**

1,521 Sq. Ft. ($204 / sqft)

Days on market: **5**





Details

Prop Type: Detached Single
County: Du Page
Area: Villa Park
Full baths: 1.0
Half baths: 1.0
Lot Dim: 100X160

Lot Size (sqft):
Garages: 1
List date: 4/15/21
Sold date: 5/28/21
Off-market date: 4/19/21

Updated: Jun 4, 2021 5:26 AM
List Price: $300,000
Orig list price: $300,000
Taxes: $3,787
School District: 88

High: Willowbrook High School
Middle: John E Albright Middle School
Elementary: Salt Creek Elementary School

Features

Association Fee Frequency: Not Applicable
Association Fee Includes: None
Basement: Full
Bedrooms Possible: 3
Community Features: Sidewalks, Street Paved

Concessions: No
Cooling: Central Air
Exterior Features: Deck
Fireplace Features: Wood Burning
Fireplaces Total: 1
Living Area Source: Assessor

Heating: Natural Gas
Interior Features: Vaulted/ Cathedral Ceilings, First Floor Laundry, First Floor Full Bath
Roof: Asphalt
Rooms Total: 6
Sewer: Septic-Private
Water Source: Private Well

Garage Ownership: Owned
Garage Type: Attached
Fireplace Location: Living Room
Basement Sq Ft: 1488
Age: 61-70 Years

Remarks

One of a kind 3 bed 1.5 bath mid-century modern, Frank Lloyd Wright inspired home. So many architectural details in this



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home. The doors throughout the home are mahogany with modern transoms to match. Vaulted ceilings in the living room and dining room with a floor to ceiling brick fireplace and wood beams. Modern style kitchen cabinets to match the contemporary feel. So many windows in the home keep it bright while also bringing the beauty of the outside in. The home has a full unfinished basement where the possibilities are endless to add additional living space. New roof in 2019 and new water softener & powder room toilet in 2021. The home sits on a lovely 100X160 lot in the highly desirable area of Villa Park. Tons of great outdoor space for entertaining. Great schools and low taxes too. Bring your decorating ideas and you can enjoy this gem for years to come!



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0S660 Cornell Avenue Villa Park, IL 60181

MLS #11193927

$301,001

CLOSED 11/19/21

3 Beds **2.00** Baths

Year Built **1951**

1,564 Sq. Ft. ($192 / sqft)

Days on market: **63**





Details

Prop Type: Detached Single

County: Du Page

Area: Villa Park

Style: ["Ranch"]

Full baths: 1.0

Half baths: 1.0

Acres: 0.891

Lot Dim: 130.83 X 334.07

Lot Size (sqft): 38,811

Garages: 2

List date: 8/16/21

Sold date: 11/19/21

Off-market date: 10/21/21

Updated: Nov 21, 2021 2:04 AM

List Price: $299,999

Orig list price: $299,999

Taxes: $3,262

School District: 88

High: Willowbrook High School

Middle: John E Albright Middle School

Elementary: Salt Creek Elementary School

Features

Association Fee Frequency: Not Applicable

Association Fee Includes: None

Basement: Partial

Bedrooms Possible: 3

Community Features: Park, Curbs, Street Paved

Concessions: No

Cooling: Central Air

Fireplace Features: Wood Burning

Fireplaces Total: 2

Living Area Source: Assessor

Heating: Natural Gas

Interior Features: Hardwood Floors, First Floor Bedroom, First Floor Full Bath, Historic/ Period Mlwk, Some Window Treatmnt, Drapes/Blinds

Laundry Features: In Unit

Rooms Total: 6

Sewer: Septic-Private

Water Source: Private Well

Garage Ownership: Owned

Garage Type: Attached

Fireplace Location: Living Room, Basement

Age: 61-70 Years



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Remarks

NO MORE SHOWINGS PLEASE. MULTIPLE OFFERS OBTAINED; HIGHEST AND BEST DUE AT 6:30PM WEDNESDAY 10/20/21. Are you looking for a picture perfect stone cottage with privacy? Location, Location, Location! Award winning Salt Creek School District 48! York Township! Oak Brook Terrace Fire and Police! Almost a full acre of land! Huge front and back yard! Private "no outlet" street! 1951-picture perfect and detailed vintage RANCH WITH A BASEMENT! Enormous shed / workshop on the property that is large enough for a car, boat, or storage! The 3 large bedrooms with 1.5 baths are separated from the living areas of the home for privacy. Home features: gorgeous living room with stone fireplace, large dining room, classic 1950's kitchen and full bath with original tile work, amazing hardwood floors throughout, good size basement with additional crawl space and huge workshop area, as well as an incredible 0.9 acre outdoor space. Attached 2-car garage with separate garage doors and huge walk up attic for storage! Long driveway for additional parking! Walk to Roosevelt Road restaurants and shops: Pete's Fresh Market, Starbucks, Walgreens, Dunkin Donuts, Simon's Restaurant (best hot soup), Anyway's Pub (fun community atmosphere) as well as the post office! Low taxes! This magnificent gem will not last long! Please schedule your showings today! (Prequalified buyers only; no FHA; no rentals; no agents without potential buyers in tow.)



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0S660 Cornell Avenue Villa Park, IL 60181

MLS #11193927

$301,001

CLOSED 11/19/21

3 Beds **2.00** Baths

Year Built **1951**

1,564 Sq. Ft. ($192 / sqft)

Days on market: **63**
















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1127 S Summit Avenue

Villa Park, IL 60181

MLS #11283951

$315,000 ADJ↓ **$297,500**

CLOSED 2/11/22

3 Beds **3.00** Baths

Year Built **1974**

3,286 Sq. Ft. ($91 / sqft)

Days on market: **17**





Details

Prop Type: Detached Single
County: Du Page
Area: Villa Park
Subdivision: Terry Kayes
Style: ["Ranch"]
Full baths: 2.0
Half baths: 1.0
Acres: 0.2601
Lot Dim: 126X145X17X43X120
Lot Size (sqft): 11,329
Garages: 2
List date: 12/18/21
Sold date: 2/11/22
Off-market date: 1/3/22
Updated: Feb 13, 2022 2:03 AM
List Price: $339,000
Orig list price: $339,000
Taxes: $3,485
School District: 88

Features

Appliances: Double Oven, Microwave, Dishwasher, Refrigerator, Washer, Dryer, Cooktop
Association Fee Frequency: Not Applicable
Association Fee Includes: None
Basement: Full
Bedrooms Possible: 3
Below Grade Finished Area: 1643.0
Concessions: No
Cooling: Central Air
Fireplace Features: Gas Starter
Fireplaces Total: 1
Living Area Source: Assessor
Heating: Natural Gas
Interior Features: Bar-Wet, Wood Laminate Floors, First Floor Bedroom, First Floor Full Bath
Rooms Total: 10
Sewer: Public Sewer
Water Source: Public
Garage Ownership: Owned
Garage Type: Attached
Fireplace Location: Family Room
Basement Sq Ft: 1643
Age: 41-50 Years



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Remarks

Really nice and spacious RANCH - All Brick - 3 Bedroom, 2 1/2 Bath - Full finished Basement plus 2 car attached garage! - Very well kept home, with a few updates this could be your perfect place! - Entering the Foyer, you are greeted to a sunlit Living and Dining area, large Kitchen/Breakfast room with plenty of counter and cabinet space. The inviting Family Room features a coffered ceiling and fireplace. Nice sized bedrooms including a master ensuite - Holidays and entertaining are an ease with the flowing layout of this immaculately kept home - The fully finished Basement includes a Bar, Bath, Area for possible 2nd Kitchen, a Workshop, and Storage Room, and more - Newer Roof - Estate Sale selling as-is



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$315,000 ADJ↓ **$297,500**

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3 Beds **3.00** Baths

Year Built **1974**

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Days on market: **17**



























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37 W Leslie Lane Villa Park, IL 60181

MLS #11275579

$326,000 ADJ↓ **$296,000**

CLOSED 1/7/22

4 Beds **2.00** Baths

Year Built **1959**

1,855 Sq. Ft. ($160 / sqft)

Days on market: **8**





Details

Prop Type: Detached Single
County: Du Page
Area: Villa Park
Full baths: 2.0
Lot Dim: 92 X 173
Lot Size (sqft):

Garages: 2
List date: 11/22/21
Sold date: 1/7/22
Off-market date: 11/29/21
Updated: Jan 9, 2022 2:02 AM

List Price: $309,000
Orig list price: $309,000
Taxes: $4,193
School District: 88
High: Willowbrook High School

Middle: Jackson Middle School
Elementary: Westmore Elementary School

Features

Association Fee Frequency: Not Applicable
Association Fee Includes: None
Basement: Full
Bedrooms Possible: 4
Concessions: No

Cooling: Central Air
Fireplace Features: Double Sided
Fireplaces Total: 1
Living Area Source: Assessor
Heating: Natural Gas

Interior Features: Hardwood Floors, First Floor Full Bath
Rooms Total: 8
Sewer: Public Sewer
Water Source: Public
Garage Ownership: Owned
Garage Type: Attached

Fireplace Location: Living Room, Kitchen
Age: 61-70 Years

Remarks

Situated on a Grand 93 x 176 deep lot the opportunity is yours in this custom Executive Brick Ranch! With an incredible blank canvas to work from the possibilities are endless to create your dream home. Featuring four bedrooms, an open



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floor plan, 2 baths, a full unfinished basement the entire footprint of the home, plus an full attic with staircase for storage or expansion possibilities, 2 car attached garage, patio, huge yard with Southern exposure overlooking lush meadow, Newer mechanicals, two sided fireplace and in home generator. All in an incredible location, minutes to Willow Brook High School, shopping, restaurants, parks and Golf. The possibilities are yours.



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37 W Leslie Lane Villa Park, IL 60181

MLS #11275579

$326,000 ADJ↓ **$296,000**

CLOSED 1/7/22

4 Beds **2.00** Baths

Year Built **1959**

1,855 Sq. Ft. ($160 / sqft)

Days on market: **8**
















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321 E Park Boulevard Villa Park, IL 60181

MLS #11217779

$389,900

ACTIVE UNDER CONTRACT 2/8/22

3 Beds **3.00** Baths

Year Built **1954**

1,663 Sq. Ft. ($234 / sqft)

Days on market: **149**





Details

Prop Type: Detached Single
County: Du Page
Area: Villa Park
Style: ["Ranch"]
Full baths: 2.0
Half baths: 1.0

Acres: 0.2974
Lot Dim: 91X205X34X215
Lot Size (sqft): 12,954
Garages: 2
List date: 9/13/21
Backup Offer date: 2/8/22

Updated: Feb 8, 2022 6:01 PM
List Price: $389,900
Orig list price: $389,900
Taxes: $9,748
School District: 88

High: Willowbrook High School
Middle: Jackson Middle School
Elementary: Ardmore Elementary School

Features

Appliances: Range, Dishwasher, Refrigerator, Washer, Dryer
Association Fee Frequency: Not Applicable
Association Fee Includes: None
Basement: Full
Bedrooms Possible: 4

Below Grade Finished Area: 1400.0
Community Features: Park, Curbs, Sidewalks, Street Lights, Street Paved
Cooling: Window/Wall Units - 3+
Electric: Circuit Breakers
Fireplace Features: Wood Burning

Fireplaces Total: 1
Living Area Source: Estimated
Heating: Natural Gas, Radiant
Interior Features: Hardwood Floors
Rooms Total: 10
Sewer: Public Sewer
Virtual Tour: View

Water Source: Lake Michigan
Sp Incl Parking: Yes
Garage Ownership: Owned
Garage Type: Attached
Fireplace Location: Living Room
Basement Sq Ft: 1663
Age: 61-70 Years



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Remarks

RARE FIND AND A GREAT BUY! Spacious brick ranch with large room sizes across from Prairie Path and walking distance to chic Villa Park entertainment district offers over 3000 Sq ft of high quality living space. The main level features a 30x15 living room with gleaming hardwood, handsome wood burning fireplace, bay window and plaster cove molding. Spacious kitchen with ample cabinetry and counterspace opens to a nice sized dining area. 3 large 1st floor bedrooms all with good sized closets. Generously sized main bath plus half bath off kitchen. Ginormous finished lower level has a 41x13 family room, large 4th bedroom, office space/5th bedroom, rec room , 2nd kitchen, 2nd full bath and large laundry/storage area. Attached 2 car garage with direct access to home. Newer boiler. **PLEASE NOTE, Duct work in property for central air cooling system. There is a central air system but it's non-operational and as-is. Basement fireplace never used and as-is also.



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Summary of Comparable Properties

S SOLD LISTINGS

ADDRESS	SOLD DATE	BEDS	BATHS	SQFT	PRICE	$/SQ.FT	ADJ PRICE	ADJ $/SQ.FT
929 S Michigan Avenue	11/30/21	4	2.00	1,364	$180,000	$132	↑ $205,000	↑ $150
1325 S Monterey Avenue	6/2/21	3	2.00	1,320	$252,500	$191	↑ $277,500	↑ $210
501 S Wisconsin Avenue	1/31/22	3	3.00	1,484	$256,000	$173	↑ $268,500	↑ $181
738 S Euclid Avenue	11/23/21	4	2.00	1,611	$275,000	$171	$275,000	$171
1435 S Oakland Avenue	5/28/21	3	2.00	1,521	$295,000	$194	↑ $310,000	↑ $204
0S660 Cornell Avenue	11/19/21	3	2.00	1,564	$301,001	$192	$301,001	$192
1127 S Summit Avenue	2/11/22	3	3.00	3,286	$315,000	$96	↓ $297,500	↓ $91
37 W Leslie Lane	1/7/22	4	2.00	1,855	$326,000	$176	↓ $296,000	↓ $160
Averages				**1,750**	**$275,062**	**$166**	↑ **$278,813**	↑ **$170**

B BACKUP OFFER LISTINGS

ADDRESS	SOLD DATE	BEDS	BATHS	SQFT	PRICE	$/SQ.FT	ADJ PRICE	ADJ $/SQ.FT
321 E Park Boulevard	-	3	3.00	1,663	$389,900	$234	$389,900	$234
Averages				**1,663**	**$389,900**	**$234**	**$389,900**	**$234**



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Analysis



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G.M. Smith & Son Realtors

Comparable Property Statistics

S 8 Sold Listings

LOWEST	AVERAGE	HIGH	AVG PRICE / SQFT	AVG DOM
$180,000	$275,062	$326,000	$166	21

ADJUSTED PRICES

LOWEST	AVERAGE	HIGH	AVG PRICE / SQFT	AVG DOM
↑ $205,000	↑ $278,812	↓ $310,000	↑ $170	21

B 1 Backup Offer Listings

LOWEST	AVERAGE	HIGH	AVG PRICE / SQFT	AVG DOM
$389,900	$389,900	$389,900	$234	149



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Sold Property Analysis

Averages

99.0%

Homes sold for an average of 99.0% of their list price.

21 Days on market

It took an average of 21 days for a home to sell.

Analysis

ADDRESS	ORIG LIST PRICE	SOLD PRICE	% OF ORIG LIST PRICE	DOM	$ PER SQFT
929 S Michigan Avenue	$174,500	$180,000	103.15%	30	$150
1325 S Monterey Avenue	$280,000	$252,500	90.18%	47	$210
501 S Wisconsin Avenue	$260,000	$256,000	98.46%	1	$181
738 S Euclid Avenue	$269,930	$275,000	101.88%	4	$171
1435 S Oakland Avenue	$300,000	$295,000	98.33%	5	$204
0S660 Cornell Avenue	$299,999	$301,001	100.33%	63	$192
1127 S Summit Avenue	$339,000	$315,000	92.92%	17	$91
37 W Leslie Lane	$309,000	$326,000	105.50%	8	$160
Averages	**$279,053**	**$275,062**	**98.57%**	**21**	**$166**



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Suggested List Price

Analysis of the comparable properties suggests a list price range of:

$265,000 - $275,000

$147 / sqft - $152 / sqft

Comparable Averages *per* Status

S 8 Sold

$275,062 $166 / sqft

ADJ↑ **$278,813** $170 / sqft

21 Days on Market

B 1 Backup Offer

$389,900 $234 / sqft

149 Days on Market

Additional Notes

The CMA is a side-by-side comparison of homes for sale and homes that have recently sold in the same neighborhood and price range. This information is further sorted by data fields such as single-family or condo, number of bedrooms, number of baths, postal codes, and many other factors. Its purpose is to show fair market value, based on what other buyers and sellers have determined through past sales, pending sales and homes recently put on the market.



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This is a broker price opinion/comparative market analysis, not an appraisal of the market value of the real estate, and was prepared by a licensed real estate broker or managing broker who was not acting as a State certified real estate appraiser.

Resolution No. 2149

A RESOLUTION AUTHORIZING THE PROFESSIONAL SERVICES OF G.M. SMITH & SON REALTORS REGARDING THE MARKETING AND SALE OF VILLAGE-OWNED PROPERTY LOCATED AT 440 E. VAN BUREN STREET, VILLA PARK, ILLINOIS

BE IT RESOLVED by the corporate authorities of the Village of Villa that G.M. Smith & Son Realtors shall serve as the realtor with respect to the marketing and sale of the Village-owned property located at 440 E. Van Buren Street, Villa Park, Illinois, to be compensated at a commission rate up to 5% applied against the sale price of the property.

BE IT FURTHER RESOLVED that the *Residential Exclusive Right to Sell Marketing Agreement*, attached hereto as Exhibit A, is hereby approved and the Village Manager is authorized and directed to execute said agreement, in substantially the form attached hereto as Exhibit A, with any changes to be approved by the Village attorney.

ADOPTED this 14th day of March, 2022, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 14th day of March, 2022.

_____
Nick Cuzzone, Village President

ATTEST:

_____
Hosanna Korynecky, Village Clerk

1045613-1

EXHIBIT A

Residential Exclusive Right to Sell Marketing Agreement

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Suzanne McVey
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Maple Area Improvement Project for a Net Addition in the Amount of $320,512.25

Suggested Action:
The Village has a contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in the amount of $3,054,459.02 for the construction of the Maple Area Improvement Project. Proposed Change Order Number 1 consists of the final balancing of contract quantities for work completed in 2021 as measured in the field, as well as, the known extras for work to be completed in Calendar Year 2022. The net amount of proposed final Change Order Number 1 is an addition in the amount of $320,512.25, for an adjusted final contract amount of $3,374,971.27. Staff recommends approval of this change order.

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

Attachments:
Change_Order_01__PARTIAL__-_2022-03-02_-_Memo_-_Maple_Area.pdf
Reso_2150_Approving_Change_Order_01_for_the_Maple_Area_Improvement_Project (2).docx
Change_Order_01__PARTIAL__-_2022-03-02_-_Change_Order_-_Maple_Area.pdf

Memo

To: Michael Guerra, PE, Administrative Officer/Director of Public Works

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



Date: March 2, 2022

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Maple Area Improvement Project for a Net Addition in the Amount of $320,512.25

The Village has a contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, in the amount of $3,054,459.02 for the construction of the Maple Area Improvement Project. Proposed Change Order Number 1 consists of the final balancing of contract quantities as measured in the field for work completed in 2021, as well as, known extras for work to be completed in Calendar Year 2022.

Some of the most significant changes were increases in the quantities of sanitary sewer and water service replacements over what was estimated in the awarded contract. Many of the water services were determined to be lead and per IEPA regulation, these water services needed to be replaced with copper. It should be noted that the sewer services are being replaced on a 50/50 basis with residents, which is not reflected in the change order. A change was also made to reduce cost by switching from PVC to concrete pipe for the storm sewers being installed. Cost-saving measures are continuously being evaluated to try to reduce additional extras, while still maintaining the Village's standard quality of work.

The net amount of proposed Change Order Number 1 is an addition in the amount of $320,512.25, for an adjusted contract amount of $3,374,971.27. Project costs are being paid out of the Street Improvement (Referendum) Fund, the Water Supply Fund, and the Wastewater (Separation) Fund.

A summary of the adjusted final contract would be as follows:

Awarded Contract Amount	$3,054,459.02
Change Order #1 (FINAL)	$320,512.25
Adjusted FINAL Contract Amount	$3,374,971.27

RECOMMENDATION

Staff recommends approval of Change Order Number 1 to the contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for construction of the Maple Area Improvement Project.

Resolution No. 2150

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Change Order Number 1 to the Contract with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for Construction of the Maple Area Improvement Project for a Net Addition in the Amount of $320,512.25

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 had approved a contract in the amount of $3,054,459.02 with A Lamp Concrete Contractors, Inc., of Schaumburg, Illinois, for a project commonly known as the Maple Area Improvement Project which contract amount requires an increase from the original contract amount due to net increases in the estimated amount of water and sewer service replacements required to complete the project resulting in a change order in the amount of $320,512.25; and

WHEREAS, change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field for the work completed in 2021, as well as, known extras for work to be completed in Calendar Year 2022, as set forth in final Change Order Number 1 attached hereto and made a part hereof.

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

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

Section 2: The Village hereby finds and declares that Change Order Number 1 to the Maple Area Improvement Project contract with A Lamp Concrete Contractors, Inc., with total additions of $666,796.25 and total deductions of $346,284.00, for a net addition of $320,512.25, attached hereto and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interests

of the Village.

Section 3: The corporate authorities find that the Change Order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the Maple Area Improvement Project which shall be open to the public.

Section 6: That this resolution shall be in full force and effect from and after its passage and approval in pamphlet form.

PASSED this 14th day of March, 2022, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 14th day of March, 2022

_____
Village President

Attest: _____
Village Clerk

Village of Villa Park

Change Order Number 01

Project: Maple Area Improvement Project
Contractor: A Lamp Concrete Contractors, Inc.
Date of Contract Time Start: 10/19/2021
Awarded Contract Amount: $3,054,459.02
Changes Ordered Herewith:

ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	FRAMES AND LIDS TO BE ADJUSTED	EACH	34.00	34.00	$ 400.00	$ -
02	FRAME AND LIDS, TYPE 1	EACH	9.00	9.00	$ 400.00	$ -
03	STRUCTURES TO BE REMOVED	EACH	72.00	72.00	$ 100.00	$ -
04	CATCH BASINS, 2' DIAMETER, TYPE C, TYPE 11 FRAME AND GR	EACH	42.00	42.00	$ 1,375.00	$ -
05	INLETS, 2' DIAMETER, TYPE A, TYPE 11 FRAME AND GRATE	EACH	2.00	2.00	$ 1,350.00	$ -
06	STORM MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOS	EACH	15.00	15.00	$ 2,500.00	$ -
07	STORM MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOS	EACH	3.00	3.00	$ 2,800.00	$ -
08	STORM MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME, CLOS	EACH	5.00	5.00	$ 5,500.00	$ -
09	STORM MANHOLES, DOGHOUSE, TYPE A, 6' DIAMETER, TYPE 1	EACH	1.00	1.00	$ 10,000.00	$ -
10	8" STORM SEWERS, PVC, SDR 26, ASTM 2241	LN FT	5.00	40.20	$ 120.00	$ 4,224.00
11	12" STORM SEWERS, PVC, SDR 26, ASTM 2241	LN FT	1,078.00	88.00	$ 97.00	$ (96,030.00)
12	15" STORM SEWERS, PVC, SDR 26, ASTM 2241	LN FT	214.00	-	$ 128.00	$ (27,392.00)
13	18" STORM SEWERS, PVC, SDR 26, ASTM 2241	LN FT	778.00	-	$ 145.00	$ (112,810.00)
14	21" STORM SEWERS, PVC, SDR 26, ASTM 2241	LN FT	519.00	3.00	$ 172.00	$ (88,752.00)
15	12" STORM SEWERS, DUCTILE IRON, CL52, AWWA C151	LN FT	315.00	315.00	$ 126.00	$ -
16	24" STORM SEWERS, RCP, CL IV, ASTM C76	LN FT	715.00	715.00	$ 113.00	$ -
17	27" STORM SEWERS, RCP, CL IV, ASTM C76	LN FT	424.00	424.00	$ 165.00	$ -
18	14"x23" STORM SEWERS, RCP ELLIPTICAL, CL IV, ASTM 507	LN FT	639.00	639.00	$ 118.00	$ -
19	19"x30" STORM SEWERS, RCP ELLIPTICAL, CL IV, ASTM 507	LN FT	700.00	700.00	$ 140.00	$ -
20	19"x30" MANHOLE CONNECTION TO EXISTING STORM	EACH	1.00	1.00	$ 3,500.00	$ -
21	24" MANHOLE CONNECTION TO EXISTING STORM	EACH	1.00	1.00	$ 3,500.00	$ -
22	27" MANHOLE CONNECTION TO EXISTING STORM	EACH	1.00	1.00	$ 3,500.00	$ -
23	14"x23" MANHOLE CONNECTION TO EXISTING STORM	EACH	1.00	1.00	$ 3,500.00	$ -
24	TRENCH BACKFILL	CU YD	2,573.00	2,573.00	$ 25.00	$ -
25	FLOWABLE FILL	CU YD	43.00	43.00	$ 300.00	$ -
26	10" CMP DRIVEWAY CULVERT, 16 GAUGE	LN FT	200.00	200.00	$ 60.00	$ -
27	12" STM. TO BE REMOVED & SALVAGED	LN FT	50.00	50.00	$ 25.00	$ -
28	ADJUSTING WATER MAIN, 6"	LN FT	30.00	30.00	$ 400.00	$ -
29	ADJUSTING WATER MAIN, 8"	LN FT	10.00	10.00	$ 800.00	$ -
30	ADJUSTING WATER MAIN, 10"	LN FT	20.00	20.00	$ 850.00	$ -
31	ADJUSTING WATER MAIN, 12"	LN FT	10.00	10.00	$ 1,350.00	$ -
32	ADJUSTING WATER SERVICE LINES (COPPER SERVICE)	LN FT	410.00	50.00	$ 40.00	$ (14,400.00)
33	WATER SERVICE REPLACEMENT	EACH	13.00	99.00	$ 1,750.00	$ 150,500.00
34	VALVE VAULTS, DOGHOUSE, TYPE A, 4' DIAMETER, TYPE 1 FRA	EACH	5.00	5.00	$ 2,250.00	$ -
35	FIRE HYDRANTS TO BE REMOVED	EACH	2.00	2.00	$ 1,000.00	$ -
36	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	12.00	12.00	$ 10,000.00	$ -
37	SANITARY MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CL	EACH	26.00	26.00	$ 7,500.00	$ -
38	8" SANITARY SEWERS, PVC, SDR 26, ASTM 2241	LN FT	412.00	412.00	$ 85.00	$ -
39	12" SANITARY SEWERS, PVC, SDR 26, ASTM 2241	LN FT	228.00	228.00	$ 105.00	$ -
40	SANITARY SERVICE CONNECTION	EACH	5.00	12.00	$ 2,750.00	$ 19,250.00
41	18" SANITARY SEWERS, DUCTILE IRON CL52, AWWA C151	EACH	35.00	35.00	$ 450.00	$ -

Village of Villa Park

Change Order Number 01

Project: Maple Area Improvement Project
Contractor: A Lamp Concrete Contractors, Inc.
Date of Contract Time Start: 10/19/2021
Awarded Contract Amount: $3,054,459.02
Changes Ordered Herewith:

ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
42	POINT REPAIRS	EACH	8.00	7.00	$ 6,500.00	$ (6,500.00)
43	ADDITIONAL SANITARY SEWER LATERAL, 6"	LN FT	5.00	73.50	$ 100.00	$ 6,850.00
44	COMBINATION CURB AND GUTTER REMOVAL	LN FT	6,975.00	6,975.00	$ 4.40	$ -
45	SIDEWALK REMOVAL	SQ FT	13,178.00	13,178.00	$ 1.00	$ -
46	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,320.00	1,320.00	$ 9.00	$ -
47	HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)	SQ YD	23,218.00	23,218.00	$ 6.25	$ -
48	BARRIER CURB, TYPE B	LN FT	315.00	315.00	$ 32.00	$ -
49	COMBINATION CURB AND GUTTER, TYPE B-6.12 (MODIFIED)	LN FT	6,300.00	6,300.00	$ 26.00	$ -
50	COMBINATION CURB AND GUTTER, TYPE B-6.24 (MODIFIED)	LN FT	360.00	360.00	$ 29.00	$ -
51	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	12,643.00	12,643.00	$ 5.80	$ -
52	DETECTABLE WARNINGS	SQ FT	380.00	380.00	$ 25.00	$ -
53	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQ YD	634.00	634.00	$ 59.00	$ -
54	PROTECTIVE COAT	SQ YD	3,578.00	3,578.00	$ 1.00	$ -
55	HOT-MIX ASPHALT DRIVEWAY, 4"	SQ YD	650.00	650.00	$ 30.00	$ -
56	INCIDENTAL HOT-MIX ASPHALT SURFACING, 3" (VILLA AVE.)	SQ YD	58.00	58.00	$ 45.00	$ -
57	CLASS C PATCHES, TYPE I-IV, 8"	SQ YD	5,636.40	5,636.40	$ 40.00	$ -
58	CLASS D PATCHES, TYPE I-IV, 6"	SQ YD	1,174.00	1,174.00	$ 30.00	$ -
59	BITUMINOUS MATERIALS (PRIME COAT)	GAL	7,787.00	7,787.00	$ 0.01	$ -
60	LEVELING BINDER (MACHINE METHOD), N50, 1"	TON	1,281.00	1,281.00	$ 79.00	$ -
61	HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50, 2"	TON	2,561.00	2,561.00	$ 77.00	$ -
62	CRACK FILLING HOT-MIX ASPHALT PAVEMENT	POUND	130.00	130.00	$ 10.25	$ -
63	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	6,697.00	6,697.00	$ 5.75	$ -
64	SODDING	SQ YD	6,697.00	6,697.00	$ 8.80	$ -
65	GRADING AND SHAPING NEW DITCHES	CU YD	300.00	300.00	$ 10.00	$ -
66	TREE PROTECTION FENCE	EACH	128.00	128.00	$ 125.00	$ -
67	TREE ROOT PRUNING	EACH	68.00	68.00	$ 125.00	$ -
68	TREE REMOVALS (6" TO 15")	UNIT	29.00	29.00	$ 35.00	$ -
69	TREE REMOVALS (15" and Over)	UNIT	142.00	142.00	$ 45.00	$ -
70	SUPPLEMENTAL WATERING	UNIT	125.00	125.00	$ 66.00	$ -
71	INLET FILTER	EACH	67.00	67.00	$ 15.00	$ -
72	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	LN FT	238.00	238.00	$ 11.00	$ -
73	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	LN FT	1,256.00	1,256.00	$ 3.30	$ -
74	TEMPORARY TRENCH BACKFILL	CU YD	343.00	343.00	$ 25.00	$ -
75	AGGREGATE FOR TEMPORARY ACCESS	TON	266.00	266.00	$ 5.00	$ -
76	AGGREGATE BASE COURSE, 6" (HMA DRIVEWAY)	SQ YD	650.00	650.00	$ 6.15	$ -
77	AGGREGATE BASE COURSE, 4" (PCC DRIVEWAY)	SQ YD	634.00	634.00	$ 4.15	$ -
78	REMOVE AND RELOCATE SIGN PANEL AND SIGN PANEL ASSEM	EACH	4.00	4.00	$ 250.00	$ -
79	SIGN PANELS WITH STEEL POSTS	EACH	18.00	18.00	$ 400.00	$ -

Village of Villa Park

Change Order Number 01

Project: Maple Area Improvement Project
Contractor: A Lamp Concrete Contractors, Inc.
Date of Contract Time Start: 10/19/2021
Awarded Contract Amount: $3,054,459.02
Changes Ordered Herewith:

ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
80	EXPLORATORY EXCAVATION	HOUR	4.00	4.00	$ 500.00	$ -
81	PRE CONSTRUCTION VIDEO RECORDING	LS	1.00	1.00	$ 30,000.00	$ -
82	TRAFFIC CONTROL & PROTECTION	LS	1.00	1.00	$ 147,000.00	$ -
83	WATER USAGE CREDIT	TGAL	100.00	100.00	$ 8.85	$ -
84	WATER USAGE DEDUCTION	TGAL	100.00	100.00	$ (8.85)	$ -
85	CONNECTION TO EXISTING WATERMAIN	EACH	1.00	1.00	$ 5,707.00	$ -
86	CONTINGENCY ALLOWANCE	DOLLAR	75,000.00	75,000.00	$ 1.00	$ -
X87	SANITARY SERVICE CONNECTION WITH 12"X6" INSERTA-TEE	EACH	-	1.00	$ 6,000.00	$ 6,000.00
X88	SANITARY SERVICE CONNECTION WITH 15"X6" INSERTA-TEE	EACH	-	-	$ 6,025.00	$ -
X89	SANITARY SERVICE COMPLETE WITH 12" X 6" TEE/WYE	EACH	-	8.00	$ 10,950.00	$ 87,600.00
X90	SANITARY SERVICE COMPLETE WITH 15" X 6" TEE/WYE	EACH	-	3.00	$ 11,625.00	$ 34,875.00
X91	CHECK VALVE ON NEW 6" SERVICE	EACH	-	5.00	$ 350.00	$ 1,750.00
X92	CLEANOUT ON NEW 6" SERVICE	EACH	-	8.00	$ 250.00	$ 2,000.00
X93	12" STORM SEWERS, RCP CL 5 GASKET	FOOT	-	1,078.00	$ 93.25	$ 100,523.50
X94	15" STORM SEWERS, RCP CL 4 GASKET	FOOT	-	214.00	$ 110.00	$ 23,540.00
X95	18" STORM SEWERS, RCP CL 4 GASKET	FOOT	-	778.00	$ 130.00	$ 101,140.00
X96	21" STORM SEWERS, RCP CL 4 GASKET	FOOT	-	519.00	$ 150.00	$ 77,850.00
X97	CLASS D PATCHES, TYPE I-IV, 8"	SY	-	102.60	$ 43.75	$ 4,488.75
X98	CLASS C PATCHES, TYPE I-IV, 10"	SY	-	-	$ 53.25	$ -
X99	NON-SPECIAL WASTE	CY	-	250.00	$ 125.00	$ 31,250.00
X100	REMOVE & REPLACE WATER VALVE, 8"	EACH	-	2.00	$ 4,715.00	$ 9,430.00
X101	REMOVE & REPLACE WATER VALVE, 6"	EACH	-	1.00	$ 3,925.00	$ 3,925.00
X102	VALVE BOX	EACH	-	2.00	$ 425.00	$ 850.00
X103	SEWER SERVICE FRAME & LID	EACH	-	2.00	$ 375.00	$ 750.00
X104	TRAFFIC CONTROL DEDUCTION	DOLLAR	-	(400.00)	$ 1.00	$ (400.00)
X105	LATERAL CONNECTION TO EXISTING STORM SEWER	EACH	-	-	$ 2,800.00	$ -
	TOTAL ADDITIONS				**$**	**666,796.25**
	TOTAL DEDUCTIONS				**$**	**(346,284.00)**
	TOTAL CHANGE ORDER AMOUNT				**$**	**320,512.25**

REASON FOR CHANGE ORDER:

This Change Order #1 consists of the final balancing of contract quantities for work completed in Calendar Year 2021, as well as, the known extras for work to be completed in Calendar Year 2022.

CONTRACT AMOUNT

AWARDED CONTRACT AMOUNT	$ 3,054,459.02
PREVIOUS CHANGE ORDERS (+/-)	$ -
THIS CHANGE ORDER (+/-)	$ 320,512.25
TOTAL CHANGE ORDERS (+/-)	$ 320,512.25
ADJUSTED CONTRACT AMOUNT	$ 3,374,971.27

CONTRACT TIME (CALENDAR DAYS)

	SUBSTANTIAL COMPLETION	FINAL COMPLETION
ORIGINAL	180	194
PREVIOUS C.O.'S (+/-)	0	0
THIS C.O. (+/-)	67	81
REVISED	247	275
ORIG. COMPLETION DATE	04/17/2022	05/01/2022

Village of Villa Park

Change Order Number 01

Project:	**Maple Area Improvement Project**
Contractor:	**A Lamp Concrete Contractors, Inc.**
Date of Contract Time Start:	**10/19/2021**
Awarded Contract Amount:	**$3,054,459.02**
Changes Ordered Herewith:	

ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
			REV. COMPLETION DATE		06/23/2022	07/21/2022

It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

A Lamp Concrete Contractors, Inc.
CONTRACTOR

BY: _____ 3-2-22
DATE

Hancock Engineering
ENGINEER

BY: _____ 3-2-22
DATE

Village of Villa Park
OWNER

BY: _____
DATE

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Vassili Voskresenski
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois for the Utilization of Motor Fuel Tax Funds for the General Maintenance Activities for Fiscal Year 2022 in the Amount of $860,000

Suggested Action:

The Village annually transfers a portion of its Motor Fuel Tax (MFT) allotment from the State of Illinois to the Corporate Fund and Street Fund to defray expenses associated with street maintenance, snow removal, streetlight and traffic control electricity and maintenance. A resolution is required to authorize the transfer of MFT funds to the Corporate and Street Funds. The budget account for the transfer to the Corporate Fund is 32.502.02.710 and the budget account for the transfer to the Street Fund is 32.502.02.725. The total amount to be transferred is $860,000.00.

Attachments:
RESO - MFT 2022.pdf

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Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Doris Pacenti
Submitting Department: Police Department
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
A Resolution of the Village of Villa Park, DuPage County, Illinois Authorizing the Purchase of a Dodge Durango Pursuit Emergency Vehicle for the Fire Department and Three (3) Dodge Durango Pursuit Vehicles for the Police Department Through The Southwest Conference of Mayors Purchasing Cooperative at a Cost Not to Exceed $147,897

Suggested Action:
The Fire Department is recommending the replacement of vehicle C81, a 10 year old 2012 Chevrolet Tahoe with 105,000 miles. Annually the Police Department budgets replacement of three (3) squad cars. Staff identified Dodge Durango Pursuit Emergency Vehicles available through the Southwest Conference of Mayors Purchasing Cooperative. A total cost of $147,897 for the four emergency vehicles: $36,487 for one (1) Fire Department vehicle and $111,405 for three (3) Police Department vehicles. Because of the current shortage of vehicles, it is necessary for the Village to approve the purchase of the replacement vehicles now to secure delivery before the end of the calendar year. Replacement of the vehicles is budgeted in 65.502.02.401 for the Police Department.

This item satisfies the Long Term Routine Goal #2 Continue to commit to a long-term equipment/fleet replacement plan including a replacement schedule.

Attachments:
Police Department Vehicle Request Memo
Fire Department Vehicle Request Memo
Resolution_2152_Vehicle_Replacement
VILLA PARK PD QUOTE.pdf
2022 C81 Thomas Dodge FD Vehicle Quote.pdf
L 12-15-20 ThomasDodge.pdf

VILLA PARK POLICE DEPARTMENT

DEPARTMENTAL MEMORANDUM

DATE: March 4, 2022

TO: Michael Guerra, Interim Village Manager

FROM: Mike Rivas, Chief of Police

Re: Resolution of the Village of Villa Park, Du Page County, Illinois, Authorizing the Villa Park Police Department to Purchase Three New Police Squads

ISSUE STATEMENT

The Village Board is requested to review and approve a resolution authorizing the police department to purchase three new police squad cars.

BACKGROUND/HISTORY

The police department maintains 14 squad cars for emergency response and patrol duties. The past pattern and practice of the police department is to replace three (3) squad cars annually to ensure each vehicle in the fleet does not exceed 5-6 years of age and/or mileage of 90-100k. This rotation plan ensures all squad cars remain in proper mechanical condition to respond to emergency calls and law enforcement duties in a safe manner.

The police department has found it very difficult to locate squads available for purchase due to the computer chip and manufacturing shortages. We have located a viable vendor that has pre-ordered three (3) Dodge Durangos with V8 HEMI engines available for purchase. We have consulted with Villa Park Fleet Management and another law enforcement agency and they recommend this vehicle.

STAFF RECOMMENDATION

Staff recommends approval for the purchase of three police squad cars.

The purchase of the three squad cars meets the requirements of item one under the Short-Term Routine Goals of the Strategic Plan and Goal Development 2019-2020. Item one is “Explore opportunities and methods for maintaining staffing levels in the Fire and Police Departments.” The purchase also brings us closer to meeting the requirements of item two under the Long Term Routine Goal of the Strategic Plan and Goal Development 2019-2020. Item two is “Continue to commit to a long-term equipment / fleet replacement plan including a replacement schedule.”

The purchase of three new police squad cars would satisfy these two prioritized strategic goals.

The total purchase cost will be paid in the amount of $111,405 from the Equipment Replacement Fund, 65.502.02.401.

These vehicles will require additional police equipment (lights, console switch box, prisoner partitions, etc.) to be purchased at a later date.

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

MEMORANDUM

To: Interim Village Manager Guerra

From: Fire Chief
Ronald J. Rakosnik

Date: March 8, 2022

Subject: Purchase of New Fire Chief Vehicle

STATEMENT OF PROBLEM

The current Fire Chief Vehicle (C81) is a 2012 Chevrolet Tahoe with 105,000 odometer miles. The recommended useful life of a fire response vehicle is six yrs. C81 has exceeded its in-service life by four yrs. Due to the COVID-19 pandemic and budget constraints, it was deemed necessary to delay the purchase of a new Fire Chief vehicle.

INVESTIGATION OF PROBLEM

C81 is an emergency response vehicle and responds to more than 200 emergency response fire and fire related calls annually; therefore, it must be in top working order at all times.

One of the main responsibilities as Fire Chief is to respond to emergencies and assume the Incident Command role maintaining accountability of all fire operations and personnel. Maintaining this level of accountability makes it necessary to have a vehicle that can accommodate a command cabinet in the back of the vehicle. This cabinet needs to be equipped with accountability and tactical command boards, preplan plan books, incident box alarm cards, water main map and resource books, firefighting vests for incoming chief officers assigned to various divisions of the fire ground and communication supplies i.e. portable radios and headsets. The organization of this equipment is critical in order to have a safe and well-run command post during an emergency incident when seconds count. It is essential that the Fire Chief have a reliable 4-wheel drive vehicle capable of safe and reliable operation in all weather conditions.

Based on the 2013 and 2019 Strategic Planning Long-Term Routine Goals, the #1 ranking long-term goal was to develop an aggressive replacement plan for aging fire apparatus. A schedule was developed (attached) and has been updated each year as new vehicles are purchased. As the attached chart shows, three emergency vehicles (C81, O82 and DC81) are past due for replacement; with the replacement of C81 as the priority. The purchase of a new Fire Chief vehicle will follow our aggressive replacement schedule and ensure that all fire apparatus are in prime working order for emergency responses. Current C81 will be used to replace Officer 82, a 1996 Chevy Tahoe at Fire Station 82.

RECOMMENDATION

Staff is respectively requesting authorization to purchase of a 2022 Dodge Durango Pursuit emergency vehicle from Thomas Dodge Chrysler-Jeep, 9604 Indianapolis Blvd., Highland, Indiana 46322; and accessories, a cost not to exceed $40,000. Funds are available in Capital Acct. 65.502.02.401.

Resolution No. 2152

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING THE PURCHASE OF A DODGE DURANGO PURSUIT EMERGENCY VEHICLE FOR THE FIRE DEPARTMENT AND THREE DODGE DURANGO PURSUIT VEHICLES FOR THE POLICE DEAPRTMENT THROUGH THE SOUTHWEST CONFERENCE OF MAYORS PURCHASING COOPERATIVE AT A COST NOT TO EXCEED $147,897

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

WHEREAS, the Fire Department has recommended the replacement of Fire Chief vehicle C81, a 10 year-old 2012 Chevrolet Tahoe with 105,000 odometer miles, which has reached the end of its in-service life, and in compliance with the Village's 2013 and 2019 Strategic Plan; and,

WHEREAS, the Police Department replaces three (3) squad cars annually to ensure each vehicle in the fleet does not exceed six years of age and/or mileage of 100,000.

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

WHEREAS, the Southwest Conference of Mayors Purchasing Cooperative, a Joint Purchasing Program for local government agencies, was awarded a bid to Thomas Dodge Chrysler-Jeep, 9604 Indianapolis Blvd., Highland, Indiana 46322, for the sale of a Dodge Durango Pursuit Emergency Vehicle to its members; and,

WHEREAS, it has been determined that it is in the best interests of the Village to purchase a 2022 Dodge Durango Pursuit emergency vehicle through the bid obtained by the Southwest Conference of Mayors Purchasing Cooperative for its members.

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 a four (4) 2022 Dodge Durango Pursuit emergency vehicle from Thomas Dodge Chrysler-Jeep, 9604 Indianapolis Blvd., Highland, Indiana 46322 for use by the Fire Department and Police Department is exempt from the requirement of competitive bidding under Section 2-220(a)(2) of the Villa Park Municipal Code.

Resolution No. 2151

Section 2: That the Interim Village Manager is hereby authorized to execute a purchase order to Thomas Dodge Chrysler-Jeep, 9604 Indianapolis Blvd., Highland, Indiana 46322 in an amount not to exceed $147,897 from funds budgeted in CY2022, and such other documents as may be required by Thomas Dodge Chrysler-Jeep for the purchase of four (4) Dodge Durango Pursuit emergency vehicles in accordance with the procedures established by the Southwest Conference of Mayors Purchasing Cooperative.

Section 3: This resolution shall be in full force and effect from and after its passage and approval waiving the bidding requirements by a two-thirds vote of the Trustees.

PASSED this 14th day of March, 2022, pursuant to a roll call vote as follows:

AYES;
NAYS:
ABSENT:

APPROVED this 14th day of March, 2022

_____
Village President

Attest: _____
Village Clerk

THOMAS DODGE CHRYSLER-JEEP of Highland, Inc.

YOUR FAVORITE DODGE BOYS

9604 INDIANAPOLIS BLVD.
HIGHLAND, INDIANA 46322
(219) 924-6100 • FAX 922-2295

www.ThomasAutoGroup.com

February 18, 2022

Deputy Chief of Police Dan McCann
Villa Park Police Department
40 S. Ardmore Ave.
Villa Park, IL 60181

Deputy Chief McCann,

We are pleased to quote you on your new vehicle through the Southwest Conference of Mayor's Joint Purchasing Co-Op:

Vehicles shall be 3 (three) 2022 Dodge Durango Pursuit AWD 5.7L V8, including all the standard equipment;

- Factory warranty consisting of 3 years -or- 36,000 mile bumper-to-bumper
- coverage, 5 years -or- 100,000 mile powertrain coverage;
- Optional 4 Additional Key Fobs;
- Optional Deactivate Rear Doors and Windows;
- Individual Purchase Price: **$37,135.00;**
- Total Purchase Price: **$111,405.00**

All standard and available options can be found on the attached specification sheet.

Thank you for the opportunity.

Very Truly Yours,

Nicholas Pash

Nick Pash
Fleet Manager

THOMAS DODGE CHRYSLER-JEEP of Highland, Inc.

YOUR FAVORITE DODGE BOYS

9604 INDIANAPOLIS BLVD.
HIGHLAND, INDIANA 46322
(219) 924-6100 · FAX 922-2295

www.ThomasAutoGroup.com

February 25, 2022

Deputy Chief of Police Dan McCann
Villa Park Police Department
40 S. Ardmore Ave.
Villa Park, IL 60181

Deputy Chief McCann,

We are pleased to quote you on your new vehicle through the Southwest Conference of Mayor's Joint Purchasing Co-Op:

Vehicles shall be 1 (one) 2022 Dodge Durango Pursuit AWD 5.7L V8, including all the standard equipment;

- Factory warranty consisting of 3 years -or- 36,000 mile bumper-to-bumper
- coverage, 5 years -or- 100,000 mile powertrain coverage;
- Optional Delete Standard Left LED Spotlight;
- Total Purchase Price: **$36,487.00**

All standard and available options can be found on the attached specification sheet.

Thank you for the opportunity.

Very Truly Yours,

Nicholas Pash

Nick Pash
Fleet Manager

DODGE CHRYSLER Jeep

2022 DODGE DURANGO PURSUIT AWD

All New Police Friendly Setup! Column Shifter!

V6 Pentastar 293 HP / 260 Lb-Ft Torque – $34,367.00
V8 HEMI 360 HP / 390 Lb-Ft Torque – $36,977.00

Major Included/Standard Items

*6" Left LED Spotlight
*Red & White Dome Light
*Power Driver Seat
*Column Shifter
*Black Steel "Police" Wheels
*8.4" Touch Screen Radio
*Backup Camera
*220-Amp Alternator
*650 CCA Maintenance-free battery
*130 MPH Top Speed
*"Secure Park" Ignition Override
*Independent Front/Rear Suspension
*Vehicle System Interface Module
*Trailer Tow Group – *NEW*
*Cruise Control
*Dual Zone Climate Control
*Power Locks & Windows
*Traction Control
*Stability Control
*Bluetooth
*Backup Sensors
*Keyless Entry
*Front/Seat/Side Airbags
*4 Key Fobs
*Engine Idle/Hour Meter
*24.6 Gallon Fuel Tank
* Vinyl Floor
* Automatic Headlights
*Blind Spot & Rear Cross Path Detection – *NEW*

All New 8-Speed TorqueFlite Transmission
5 Years or 100,000 Mile Powertrain Warranty

SOUTHWEST CONFERENCE OF MAYORS



2022 DODGE DURANGO PURSUIT OPTIONS

*4 Additional Key Fobs (8 Total) – $90.00
*Fleet Key Alike (4 additional Key Fobs) – $125.00
*Deactivate Rear Doors/Windows – $68.00
*Dual LED Spotlights – $463.00
*Floor Carpet w/mats – $113.00
*Full Length Center Console – $266.00
*18" Painted Aluminum Wheels – $313.00
*Power Liftgate – $356.00
*Skid Plate Group – $266.00
*Technology Group – $2,246.00
*Vinyl Rear Seat – $108.00
*10.1" Touch Screen Radio with Navigation – $878.00
*Front & Rear Wiring Harness – $1,287.00
*Delete Spotlight – ($490.00 credit)

CHIEF-DETECTIVE-UNDERCOVER PACKAGE

Based on the fully certified Durango Pursuit as listed, and available with either the 3.6L V-6 or the legendary 5.7L Hemi V-8, here's a really economical grouping that upgrades the Durango police to a conventional looking SUV with all the performance and durability you expect in a police SUV. Includes:

*18" Aluminum Wheels
*115V Auxiliary Power Outlet
*Full Length Floor Console
*Illuminated Cupholders
*Spotlight Delete
*Full Carpet w/Mats

$250.00 (NOT A MISPRINT!)



SOUTHWEST CONFERENCE OF MAYORS

Southwest Conference of MAYORS

Village of Alsip
Village of Bedford Park
City of Blue Island
Village of Bridgeview
City of Burbank
Village of Chicago Ridge
Village of Crestwood
Village of Evergreen Park
City of Hickory Hills
City of Hometown
Village of Justice
Village of Lemont
Village of Merrionette Park
Village of Oak Lawn
Village of Orland Hills
Village of Orland Park
City of Palos Heights
City of Palos Hills
Village of Palos Park
Village of Willow Springs
Village of Worth

December 15, 2020

Mr. Nick Pash
Fleet Manager
Thomas Dodge-Chrysler-Jeep
9604 Indianapolis Blvd.
Highland, IN 46322

Dear Mr. Pash:

This letter is to inform you that the Southwest Conference of Mayors has awarded you the co-op contract for vehicles as listed. The contract will be for two years starting on December 15, 2020 with an option to renew for two years if deemed in the best interest of the Southwest Conference of Mayors (SCM). Vendor may withdraw discontinued models or add new equal models. Pricing may be adjusted for inflation using the CPI schedule with the Chicago-Racine-Gary area as a base, but this does not limit the SCM from using a broader state-regional schedule. Award includes police sedans-Charger, police SUV-Durango and police pickup-Ram 1500 SSV. There will be an additional multi-purpose vehicle included which will be determined.

Pricing submitted is available to all state agencies and political subdivisions within the state and the SCM Membership. Prices will be published through mail or www.dodgecopcars.com or our link.

All orders shall be processed directly through Thomas Dodge dealership, reference SCM, and Thomas Dodge will invoice the agency directly.

If you need any assistance, feel free to contact me at 708-403-6132.

Sincerely,

Victoria Matyas-Smith
Executive Director

Gerald R. Bennett
President
Mayor, City of Palos Hills

James J. Sexton
Vice President
Mayor, Village of Evergreen Park

Robert S. Straz
Vice President
Mayor, City of Palos Heights

David R. Brady
Treasurer
President, Village of Bedford Park

Victoria A. Smith
Executive Director

14700 S. Ravinia Avenue, Orland Park, IL 60462
Phone: 708.403.6132 • Fax: 708.403.6113

Village Board of Trustees Agenda Item Report

Meeting Date: March 14, 2022
Submitted by: Suzanne McVey
Submitting Department: Police Department
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois Waiving the Bidding Requirements and Approving a Five Year Agreement with Motorola Solutions/WatchGuard Video for the Central Evidence Digital Records and Evidence Storage and Associated User Licenses in an Amount Not to Exceed $64,124

Suggested Action:
The Police Department uses Motorola Solutions WatchGuard Video for most of its technology infrastructure including squad car cameras, body-worn cameras, interview room cameras, and on-premise server. With the inclusion of the body-worn cameras and retention requirements, data storage will quickly outpace storage capabilities available through the Village's on-premise network. Motorola Solutions is the sole provider of WatchGuard compatible products. The WatchGuard Command Central Evidence and Data Storage would allow for unlimited data storage, improved efficiencies, and reduced costs of on-premise network equipment needs. The total cost of the five year agreement is $64,124.

Attachments:
Memo - WatchGuard Storage Solution.pdf
Reso 2153_Approving_WatchGuard_Storage_Solution_Agreement_and_Waiving_Bidding.docx
WatchGuard Quote 3.2022.pdf
SSO Watchguard Master Agreement.pdf

VILLA PARK POLICE DEPARTMENT

DEPARTMENTAL MEMORANDUM

DATE: March 10, 2022

TO: Michael Guerra, Interim Village Manager

FROM: Dan McCann, Deputy Chief of Police

Re: Resolution of the Village of Villa Park, Du Page County, Illinois, Authorizing the Villa Park Police Department to Purchase Cloud Based Evidence Storage Program

ISSUE STATEMENT

The Village Board is requested to review and approve a resolution authorizing the police department to purchase a cloud based program to store digital evidence for pending investigations and court cases.

BACKGROUND/HISTORY

The police department currently stores video evidence from several internal sources, including squad car mobile cameras, body worn cameras, booking and interview room recorders. The police department collects and stores video and digital evidence from many external sources related to criminal investigations, including but not limited to surveillance videos, computer and cell phone data.

Internal videos are currently stored temporarily on an internal server and then transferred to evidence on a CD/DVD or flash drive. All external evidence is stored on CD/DVD or flash drives. Many time, the department has to purchase blue-ray disks or large flash drive or external drives to store extended videos or computer and cell phone evidence containing large digital files. This process is outdated and expensive.

The police department budgeted the purchase of an internal server in the 2021 to store digital evidence. This server was ordered but never arrived due to manufacturing issues. The order was cancelled as the police department and IT staff explored different options.

Many police departments have switched to cloud based storage to store digital evidence. After reviewing several options, the police department and IT staff believe this is the best option moving forward. The cloud based storage would allow for easy transfer and sharing of evidence with other agencies and the State's Attorney's Office for pending court cases and would eliminate the need to purchase CD/DVD's for storage. Staff requested the attached quote from Motorola Solutions, a sole provider for this project to store all internal and external digital evidence. Motorola Solutions owns and maintains our WatchGuard video system which our department utilizes for mobile squad video, body worn video, interview room video and an evidence library and video redaction program. The cloud based storage program offered by Motorola is compatible with all WatchGuard video systems.

VILLA PARK POLICE DEPARTMENT

DEPARTMENTAL MEMORANDUM

Motorola Solutions is offering a 5 year subscription plan, total cost of $12,825 per year. This plan would include unlimited data storage for internal Watch-Guard videos and would also allocate approximately 800GB of storage space for external evidence. The plan would allow the department to purchase additional storage space at $750 per TB per year if needed in the future.

STAFF RECOMMENDATION

Staff recommends approval for the purchase of Motorola Digital Cloud Storage.

The total purchase cost for the year will be paid in the amount of $12,825.00 which is budgeted under line item 10.512.01.299

RESOLUTION NO. 2153

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS WAIVING THE BIDDING REQUIREMENTS AND APPROVING A FIVE YEAR AGREEMENT WITH MOTOROLA SOLUTIONS/WATCHGUARD VIDEO FOR CENTRAL EVIDENCE DIGITAL RECORDS AND EVIDENCE CLOUD STORAGE SOLUTION AND ASSOCIATED USER LICENSES IN AN AMOUNT NOT TO EXCEED $64,124

WHEREAS, currently, the Police Department is operating the Motorola Solutions WatchGuard system which includes squad car cameras, body-worn cameras, interview room cameras and a server which includes a digital storage library; and,

WHEREAS, the Police Department collects and stores video and digital evidence from many external sources related to criminal investigations, including surveillance videos, computer and cell phone data; and,

WHEREAS, Motorola Solutions offers WatchGuard digital evidence management and cloud data storage that are compatible and connect to the existing body-worn cameras and systems; and,

WHEREAS, Motorola Solutions is the only seller of WatchGuard Command Central Evidence and Cloud Data Storage; and,

WHEREAS, it has been determined by the Interim Village Manager that it is in the best interests of the health, safety and welfare of the citizens and police officers of the Village of Villa Park to purchase the WatchGuard Command Central Evidence and Cloud Data Storage and associated user licenses from the sole provider, Motorola Solutions (Watch Guard Video), 415 E. Exchange Parkway, Allen, TX 75002, for the total amount of $64,124;

WHEREAS, funds for this purchase not to exceed $64,124 is available from the Information Technology Fund 10.512.01.299.

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 the Command Central Evidence and Cloud Data Storage and associated user licenses from a sole provider, Motorola Solutions (WatchGuard Video), 415 E. Exchange Parkway, Allen, TX 75002, for use by the Villa Park Police Department, is approved and the competitive bidding requirements are waived in accordance with Section 2-220 of the Villa Park Municipal Code.

Section 2. That the Interim Village Manager is authorized to execute a five year agreement in the total amount of $64,124 and such other documents as may be required by Motorola Solutions (WatchGuard Video), 415 E. Exchange Parkway, Allen, TX 75002, for the purchase of forty-five (45) Command Central Evidence licenses and unlimited data storage in accordance with the procedures established in the Villa Park Municipal Code.

Section 3. That the President and Board of Trustees have ratified the Interim Village Manager's approval enter into an agreement with Motorola Solutions/WatchGuard Video for the Command Central Evidence licenses and unlimited data storage in accordance with this

Resolution.

Section 4. This resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED THIS 14TH DAY OF MARCH 2022

VILLAGE OF VILLA PARK

_____
President, Village of Villa Park

ATTEST:

_____
Clerk, Village of Villa Park

ADOPTED this 14th day of March, 2022 pursuant to a roll call vote, as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Quote For:

Villa Park Police Department
Attn: Eric Haimann

Reference:
CCE

Quote By:

WatchGuard Video / Motorola Solutions
Danny O'Shea

Date: 03-10-22

Serving Law Enforcement with the Most Compelling, Quality Video Products

WatchGuard Video
415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

Prepared For:
Villa Park Police Department - Attention: Eric Haimann
CCE

QUOTATION - VH3-0003-11

DATE: 03-10-22

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Deliverables / Materials / Services	Qty	Sell Price	Amount
CommandCentral Evidence PLUS - Five (5) Year Subscription	**45**	**$2,340.00**	**$105,300.00**
SSV00S02601A-05 Digital Evidence Management Field Response Application Records Management PLUS these additional features: Advanced Tools: Redaction, Transcription, and Reporting Community Interaction Tools Case Sharing Capabilities Five (5) Year Subscription Duration Priced Per Named User (Qty = # of Users)			

Additional Options

Deliverables / Materials / Services	Qty	Sell Price	Amount
CC Evidence Unlimited Data Storage for BWC	**24**	**$384.00**	**$9,216.00**
SSV00S02785A Unlimited for Bodyworn Cameras Priced Annually: $32 per user per month			
CC Evidence Unlimited Data Storage for ICV	**17**	**$624.00**	**$10,608.00**
SSV00S02784A Unlimited for In Car Video Priced Annually: $52 per car per month			
Current customer loyalty discount	**1**	**-$62,500.00**	**-$62,500.00**
Discount			

Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation	**1**	**$1,500.00**	**$1,500.00**

WGW00122-410

Subtotal Price	**-$41,176.00**

Subtotal Price	**$126,624.00**
Total Discount	**$62,500.00**
Total Price	**$64,124.00**

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. The initial payment will be deferred as per the notes below.
7. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
8. All non-WatchGuard video uploaded to the 50GB storage limit is included videoover the limit to the cloud would be charged at $750.00 per TB per year.
9. Total amount due to be paid over five years. First payment due within 30 days or order being placed. Remaining balance due in equal payments over following four years with final payment at start of fifth year.
10. FIRST PAYMENT DUE IN THE AMOUNT O1F $12825.00 , THEN $12825.00 DUE YEARLY TIL PAID IN FULL

Quoted by: Danny O'Shea - 800-605-6734 - daniel.oshea@motorolasolutions.com



WATCHGUARD 4RE®
HD PANORAMIC IN-CAR VIDEO SYSTEM

Simple controls, HD cameras, wireless uploads and full integration with body-worn cameras have made the WatchGuard 4RE the world leader for in-car video policing.

KEY FEATURES

INTUITIVE CONTROL – Icon-driven user interface and direct access keys make operation quick and simple.

FULLY INTEGRATED WITH BODY CAMERA – The WatchGuard 4RE In-Car system and one or more body-worn cameras can work seamlessly, capturing synchronized vide of an event from multiple vantage points.

UPLOAD ANYWHERE, ANYTIME – Recorded events are uploaded wirelessly via cellular network from vehicle to evidence storage with no officer involvement.

SMART, EVENT-BASED RESOLUTION RECORDING – Record simultaneously in HD and SD and automatically save using a resolution configured to the event category.

FULL PANORAMIC HD COVERAGE – See everything in front of the patrol car with the stunning video quality of a rotatable HD camera and an HD panoramic camera, all in one compact, rugged housing.

NEVER MISS AN INCIDENT – RECORD AFTER THE FACT provides the power to go back in time and capture important evidence days after it happened, even when record wasn't pressed.

Dual Drive Architecture – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail
Panoramic X2 Camera



Zero Impact On Line Of Sight
Zero Sightline (Zsl) Camera



12X Optical Zoom
Hd Mini Zoom Camera



Infrared Illumination
Infrared Cabin Camera



Added Viewing
Side Or Rear-Facing Camera

SPECIFICATIONS

Hard Drive Storage Capacity	200GB
Certified to Military Specification	MIL STD 810-G
Operation Conditions	-40° F to 185° F
Integrated and GPS for Speed and Location	YES
Integrated Crash Detection	YES
Hours of Recording	Up to 80 hours

For more information, visit motorolasolutions.com/in-car

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U.S.A. **motorolasolutions.com**

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SECTION 1

COMMANDCENTRAL EVIDENCE SOLUTION DESCRIPTION

1.1 OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.



1.2 DEVICES

CommandCentral Evidence integrates with WatchGuard video devices to help field personnel capture and upload digital evidence from the field. The included digital evidence management tools will help your agency deploy and manage these devices and manage to keep users focused on critical tasks.

1.2.1 WatchGuard V300 Body-Worn Camera

The WatchGuard V300 HD body-worn camera provides extended operation during long shifts. To support this continuous operation, officers can easily detach and swap the battery. Charged spares can remain in a docking station for a quick shift change. This enables agencies to pool camera usage by reassigning inbound cameras to outbound officers. This keeps cameras in the field, where they are most needed.

The V300 camera is easy to activate, with four control buttons and single-press recording. If an officer does not trigger a recording, the device still captures important video evidence with the Record-After-the-Fact® technology. This feature ensures important details are captured for post-incident review.



The V300 supports automatic wireless upload of video evidence, allowing officers to stay in contact from the field without distraction. The WatchGuard V300 uploads to CommandCentral Vault via a WiFi or broadband network, such as LTE or FirstNet.

WatchGuard V300 specifications include the following:

- 4k sensor, 1080p max resolution capture, and high dynamic range.
- 128GB of memory ensures space for a full day of recorded events.
- IP67 rating for all-weather operation.
- Top backlit LCD display to view status updates on the go.
- Dual-microphone noise reduction.
- Lens distortion correction for clear video footage.
- Built-in GPS, Wi-Fi, and Bluetooth.

1.2.2 WatchGuard 4RE In-Car Video System

The WatchGuard 4RE In-Car Video System is a robust system that provides panoramic HD video coverage from a vehicle. This system integrates two cameras in a ruggedized housing. A primary camera provides normal coverage area that can be aimed as needed via a turret-mounted lense. A panoramic camera captures a wider single-camera view that is fixed in place.Together, these cameras use multi-resolution recording to capture critical event detail while on patrol.



The 4RE system features an icon-driven interface and intuitive controls to streamline field operations. Users can program various sensors to activate a new record event. These sensors include emergency lights, siren, auxiliary input, wireless microphone, vehicle speed, and crash detection. If a recording was not triggered by the user or one of these sensors, the device still captures important video evidence with the Record-After-the-Fact® technology. The system supports wireless video footage upload to CommandCentral Vault via a WiFi or broadband network, such as LTE or FirstNet.

WatchGuard 4RE specifications include the following:

- Up to 80 hours of HD video recording.
- 256 GB storage capacity.
- Certified to MIL STD 810-G standard.
- Integrated GPS and crash detection.
- Automatic Camera triggers from vehicle equipment.

1.2.3 Fully Integrated Solution

The 4RE In-Car System links with V300 body-worn cameras to create a unified video-policing system. Any camera (in-car or body-worn) can initiate a recording. Upon initiation, the other cameras will also begin recording. This feature captures an incident from multiple vantage points and synchronizes footage for playback and sharing. No one camera acts as a central controller, removing a single point of failure from the system.

The integrated system includes the body camera system, in-car system, and V300 WiFi dock. When a body-worn camera is docked in a vehicle, the device can upload data to CommandCentral Vault via broadband networks such as LTE or FirstNet. This ensures command center staff receive up-to-date information to inform better decisions.

1.2.4 Hybrid On-Premise Solution

This solution includes a hybrid on-premise and cloud configuration. With this setup, your agency's on-premise Evidence Library solution will integrate with the CommandCentral cloud. This allows users to manage and share digital evidence within CommandCentral.

1.3 THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



The CommandCentral End-to-End Platform

1.4 COMMUNITY INTERACTION TOOLS

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.



Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.

Agency Page

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

Public Submissions

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

Digital Evidence Collection

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as

CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.



Crime Map

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

1.4.1 Camera Registration

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.

1.5 FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

1.6 RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.

- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

1.7 DIGITAL EVIDENCE MANAGEMENT

CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

1.7.1 Store and Manage

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard V300 where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording

policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard 4RE system where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

1.8 OPTIONAL INTERFACE

CommandCentral Evidence includes an optional interface that uses different mechanisms (DB polling, REST, file polling) to extract required data fields. The interface maps data fields to a corresponding format accepted by CommandCentral Evidence, and sends them to the respective applications service.

Please see the pricing section for the specific interfaces included in this proposal.

1.8.1 Interface Server Requirements

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- 2 vCPU.
- 8GB RAM.
- 40GB Hard Drive.
- VMWare 5.5U2 1 CPU License or Hyper-V License.
- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.

Master Customer Agreement

This Master Customer Agreement (the "**MCA**") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("**WatchGuard**") and the entity set forth in the signature block below ("**Customer**"). WatchGuard and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from WatchGuard. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by WatchGuard and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by WatchGuard in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. WatchGuard will (a) sell hardware provided by WatchGuard ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by WatchGuard for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by WatchGuard on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), WatchGuard may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. WatchGuard will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, WatchGuard will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the

applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon WatchGuard's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, WatchGuard makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes WatchGuard from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to WatchGuard in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for WatchGuard to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, WatchGuard may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, WatchGuard's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by WatchGuard, and unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. WatchGuard hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. WatchGuard Tools and Equipment. As part of delivering the Products and Services, WatchGuard may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of WatchGuard. unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for WatchGuard's use without charge and may be removed from Customer's premises by WatchGuard at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to WatchGuard all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of WatchGuard, and the entities (if any) specified in an Ordering Document or otherwise approved by WatchGuard in writing (email from an authorized WatchGuard signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. WatchGuard may terminate or suspend any Products or Services under an Ordering Document if WatchGuard determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by WatchGuard; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays WatchGuard's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at WatchGuard's option) all WatchGuard Materials and WatchGuard Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, WatchGuard may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay WatchGuard for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by WatchGuard and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by WatchGuard at any time, except that WatchGuard will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse WatchGuard for these or other expenses incurred by WatchGuard in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If WatchGuard is required to pay any Taxes, Customer will reimburse WatchGuard for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and WatchGuard will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. WatchGuard will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of

the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. WatchGuard may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-WatchGuard Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for WatchGuard to perform its obligations hereunder, and for facilitating WatchGuard's access to the Sites. No waivers of liability will be imposed on WatchGuard or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. WatchGuard will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-WatchGuard Content**. If WatchGuard or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by WatchGuard may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit WatchGuard to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not WatchGuard) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify WatchGuard of any Customer-Provided Equipment damage, loss, change, or theft that may impact WatchGuard's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-WatchGuard Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by WatchGuard (collectively, "**Non-WatchGuard Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-WatchGuard Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-WatchGuard Content in connection with the Products and Services. Customer will also obtain the necessary rights for WatchGuard to use such Non-WatchGuard Content in connection with providing the Products and Services, including the right for WatchGuard to access, store, and process such Non-WatchGuard Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-WatchGuard Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-WatchGuard Content. If any Non-WatchGuard Content require access to Customer Data (as defined below in Section __ below), Customer hereby authorizes WatchGuard to allow the provider of such Non-WatchGuard Content to access Customer Data, in connection with the interoperation of such Non-WatchGuard Content with the Products and Services. Customer acknowledges and agrees that WatchGuard is not responsible for, and makes no representations or warranties with respect to, the Non-WatchGuard Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-WatchGuard Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-WatchGuard Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. WatchGuard will have the right to disable or remove Non-WatchGuard Content if WatchGuard believes a violation of law, third-party rights, or WatchGuard's policies is likely to occur, or if such Non-WatchGuard Content poses or may pose a security or other risk or adverse impact to the Products or Services, WatchGuard, WatchGuard's systems, or any third party (including other WatchGuard customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WatchGuard Warranties. Subject to the disclaimers and exclusions below, atchGuard represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. WatchGuard provides other express warranties for WatchGuard-manufactured Equipment, WatchGuard-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify WatchGuard in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, WatchGuard will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for WatchGuard's breach of a warranty. WatchGuard's warranties are extended by WatchGuard to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, WatchGuard will have no liability for third-party software or hardware provided by WatchGuard; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, WatchGuard will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND WATCHGUARD DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. WATCHGUARD DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. WatchGuard will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by WatchGuard's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. WatchGuard's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. WatchGuard will defend Customer against any third-party claim alleging that a WatchGuard-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and WatchGuard will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by WatchGuard in settlement of an Infringement Claim. WatchGuard's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying WatchGuard in writing of the Infringement Claim; (b) WatchGuard having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with

WatchGuard and, if requested by WatchGuard, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in WatchGuard's opinion is likely to occur, WatchGuard may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, WatchGuard will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-WatchGuard Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by WatchGuard; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than WatchGuard; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will WatchGuard's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by WatchGuard from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and WatchGuard's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold WatchGuard and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to WatchGuard by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by WatchGuard's use of Customer-Provided Equipment, Customer Data, or Non-WatchGuard Content in violation of the Agreement. WatchGuard will give Customer prompt, written notice of

any claim subject to the foregoing indemnity. WatchGuard will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, WATCHGUARD, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**WATCHGUARD PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER WATCHGUARD'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF WATCHGUARD HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE WATCHGUARD PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE WATCHGUARD PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WATCHGUARD WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO WATCHGUARD, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-WATCHGUARD CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN WATCHGUARD; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against an WatchGuard Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. "**Confidential Information**" means any and all non-public information provided by one Party ("**Discloser**") to the other ("**Recipient**") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to WatchGuard, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain

subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data WatchGuard collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by WatchGuard's support of the Products and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or WatchGuard Data; **"Third-Party Data"** means information obtained by WatchGuard from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**WatchGuard Data**" means data owned or licensed by WatchGuard; "**Feedback**" means comments or information, in oral or written form, given to WatchGuard by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and **"Process"** or **"Processing"** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. WatchGuard Materials. Customer acknowledges that WatchGuard may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which WatchGuard has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by WatchGuard or another party) (collectively, "**WatchGuard Materials**"). The Products and Services, WatchGuard Data, Third-Party Data, and Documentation, are considered WatchGuard Materials. Except when WatchGuard has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the WatchGuard Materials are the property of WatchGuard or its licensors, and WatchGuard or its licensors retain all right, title and interest in and to the WatchGuard Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any WatchGuard Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by WatchGuard to effectuate the foregoing. WatchGuard and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute,

sublicense, sell, or export the Products and Services or other WatchGuard Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. WatchGuard acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and WatchGuard is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. WatchGuard Use of Customer Data. To the extent permitted by law, Customer grants WatchGuard and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by WatchGuard) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve WatchGuard Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to WatchGuard for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to WatchGuard that Customer's instructions, including appointment of WatchGuard as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with WatchGuard's Products and Services), and WatchGuard's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including WatchGuard's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that WatchGuard may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, WatchGuard will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, WatchGuard will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering

Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to WatchGuard in writing before expiration or termination, subject to **Section 13.9 – Notices**. WatchGuard will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from WatchGuard through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that WatchGuard may collect and use Service Use Data for its own purposes, including the uses described below. WatchGuard may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of WatchGuard's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to WatchGuard that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and WatchGuard Data. WatchGuard Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use WatchGuard Data and Third-Party Data as permitted by WatchGuard and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the WatchGuard Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to WatchGuard Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, WatchGuard or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to WatchGuard Data or Third-Party Data if WatchGuard or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or WatchGuard's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any WatchGuard Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to WatchGuard. Notwithstanding any provision of the Agreement to the contrary, WatchGuard will have no liability for Third-Party Data or WatchGuard Data available through the Products and Services. WatchGuard and its Third-Party Data providers reserve all rights in and to WatchGuard Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for WatchGuard, even if designated as confidential by Customer. WatchGuard may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents

and warrants that it has obtained all necessary rights and consents to grant WatchGuard the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of WatchGuard that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of WatchGuard and all right, title and interest in and to such fixes, modifications or improvements will vest solely in WatchGuard. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to WatchGuard.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. WatchGuard's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate WatchGuard for its out-of-pocket costs incurred due to the delay (including those incurred by WatchGuard's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Texas, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in

person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Dallas, Texas, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to WatchGuard's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in the state in which the Products and Services are provided. . Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. WatchGuard may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. WatchGuard will have the right to monitor and audit use of the Products, which may also include access by WatchGuard to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with WatchGuard in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. WatchGuard or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. WatchGuard will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. WatchGuard may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be

modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations**; **Section 3.4 – Effect of Termination or Expiration**; **Section 4 – Payment and Invoicing**; **Section 6.5 – Warranty Disclaimer**; **Section 7.3 – Customer Indemnity**; **Section 8 – Limitation of Liability**; **Section 9 – Confidentiality**; **Section 10 – Proprietary Rights; Data**; **Feedback**; **Section 11 – Force Majeure; Delays Caused by Customer**; **Section 12 – Disputes**; and **Section 13 – General**.

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or

modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA, together with the attached (i) Equipment Purchase and Software License Addendum, (ii) Subscription Service Addendum, and (iii) Video-as-a-Service Addendum, as of the Effective Date.

WatchGuard Video, Inc.	**Customer: [_____]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this "**EPSLA**") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("**WatchGuard**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the "**MCA**"). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer's purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties' Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. WatchGuard will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. WatchGuard will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by WatchGuard. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by WatchGuard in accordance with Ex Works, WatchGuard's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by WatchGuard, and (b) the date WatchGuard otherwise makes the Software available for download by Customer. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while WatchGuard will make reasonable efforts to ship Products by any such estimated shipping date, WatchGuard will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If WatchGuard makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by WatchGuard or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of WatchGuard; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with WatchGuard; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by WatchGuard in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to WatchGuard of the

temporary transfer and identifies the device on which the Licensed Software is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to WatchGuard at the time temporary transfer is discontinued.

3.6. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from WatchGuard and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the "**EPSLA Term**") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – WatchGuard Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all WatchGuard obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with WatchGuard, governing such Services. Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or WatchGuard terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then WatchGuard will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies WatchGuard may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices

are issued after shipment of Equipment or upon WatchGuard's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. WatchGuard will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. WatchGuard Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of WatchGuard-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such WatchGuard-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, WatchGuard will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of WatchGuard-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, WatchGuard represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the WatchGuard-developed Licensed Software (as determined by WatchGuard). The warranty set forth in subsection (c) will be referred to as the "**WatchGuard Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the WatchGuard Licensed Software Warranty, WatchGuard will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if WatchGuard does not remedy such material defect within a reasonable time, then at WatchGuard's sole option, WatchGuard will either replace the defective Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the WatchGuard Licensed Software Warranty applies only to the most current version of the Licensed Software issued by WatchGuard, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the WatchGuard Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN WATCHGUARD; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions**; **Section 4 – Term**; **Section 5 – Payment**; **Section 6.2 – Additional Exclusions**; **Section 8 – Survival**.

Subscription Software Addendum

This Subscription Software Addendum (this "**SSA**") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("**WatchGuard**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the "**MCA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer's purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from WatchGuard, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), WatchGuard will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement.WatchGuard will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, WatchGuard will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, WatchGuard may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, WatchGuard will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent WatchGuard provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If WatchGuard makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of

Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from WatchGuard. WatchGuard will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and WatchGuard may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, WatchGuard hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with WatchGuard; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the

"**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) WatchGuard may increase Fees prior to any Renewal Subscription Year. In such case, WatchGuard will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, WatchGuard may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription WatchGuard, WatchGuard'sSoftware, systems, or any third party (including other WatchGuard customers). Customer acknowledges that WatchGuard made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to WatchGuard for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, WatchGuard will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, WatchGuard may terminate any Ordering Document and Subscription Term, in whole or in part, in the event WatchGuard plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an

Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. WatchGuard will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. WatchGuard will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If WatchGuard determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, WatchGuard may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, WATCHGUARD WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Voluntary Remedies. WatchGuard is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if WatchGuard agrees to provide Services to help resolve such issues, Customer will reimburse WatchGuard for its reasonable time and expenses, including by paying WatchGuard any Fees set forth in an Ordering Document for such Services, if applicable.

7. WatchGuard as a Controller or Joint Controller. In all instances where WatchGuard acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as may be updated from time to time. WatchGuard holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where WatchGuard is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term**; **Section 5 – Payment**; **Section 6.1 – Additional Exclusions**; **Section 8 – Survival**. [1]

Video as a Service Addendum

This Video as a Service Addendum (this "**VSA**") is entered into between WatchGuard Video, Inc., with offices at 415 E. Exchange Parkway, Allen, TX 75002 ("**WatchGuard**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [ ] (the "**MCA**"), and the applicable Addenda. Capitalized terms used in this VSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This VSA governs Customer's participation in WatchGuard's Video-as-a-Service Program ("**VaaS Program**"). In addition to the MCA, other Addenda may be applicable to Products offered as part of the VaaS Program, including the Subscription Software Addendum ("**SSA**"), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This VSA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this VSA and not with respect to other Products or Services.

2. Equipment. All hardware provided by WatchGuard to Customer under the VaaS Program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

2.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") are eligible for a one-time replacement at no additional cost to the Customer during the three (3) year period following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 2.1.1 – Technology Refresh**, Customer must return the existing Body Camera to WatchGuard in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to WatchGuard. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

2.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the VaaS Program, WatchGuard will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to (i) any Equipment with intentionally altered or removed serial numbers. (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that WatchGuard determines was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that WatchGuard will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

2.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to WatchGuard prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 4.3. – Termination** hereunder.

2.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety- (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

3. Subscription Software.

3.1. EvidenceLibrary.com. Subject to **Section 4.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to EvidenceLibrary.com Evidence Management System ("**ELC**") during the VSA Term (as defined below), the use of which is subject to the SSA. Customer's subscription will include unlimited users, Unlimited Storage (as defined below) and unlimited sharing, provided any media or data uploaded to ELC is done so using WatchGuard Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with ELC, Customer must purchase additional access to ELC based on WatchGuard's prevailing rates, or WatchGuard may disconnect connectivity of any expired Equipment to ELC.

3.2. Unlimited Storage. The storage available to Customer in ELC under the VaaS Program ("**Unlimited Storage**") is as follows: (a) a one- (1) year storage period for non-evidentiary recordings; and (b) a ten- (10) year storage period for evidentiary recordings; provided, however, that storage is only available for video recordings that are recorded in an event-based setting where users are not recording an entire shift under one video footage. For the purpose of this section, "evidentiary recordings" refers to data having relevance to a legal trial or regulatory hearing.

3.3. CommandCentral. For each Body Camera, in-car system or integrated system purchased, Customer will receive one user license Motorola's CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

3.4. Applicable End User Terms. Additional license terms apply to third-party software included in CommandCentral Products. Specifically, Customer agrees that the ESRI terms and conditions available at [ADD LINK] and the Microsoft terms and conditions available at [ADD LINK] apply to Customer's, and its Authorized Users', use of such Products. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

3.5. In-Car System. If Customer's VaaS Program order includes an in-car system, Customer will receive a subscription to WatchGuard CarDetector Mobile during the VSA Term, the use of which is subject to the SSA.

3.6. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of WatchGuard's standard IDP Agreement.

3.7. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies ("**LEAs**") which contract with Vigilant to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

3.8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. WatchGuard will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but WatchGuard may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and WatchGuard makes no representations or warranties that any software Product will support prior versions of a client.

3.9. CJIS Security Policy. WatchGuard agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to WatchGuard screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened WatchGuard personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4. System Completion. All Subscription Software sold at initial purchase under the VaaS Program will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of ELC (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of ELC, and in any event, the Parties agree that Beneficial Use of ELC will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by the customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Subscription Software or upon WatchGuard otherwise providing access to the Subscription Software. This Section applies to Products purchased as part of the VaaS Program notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

5. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription**

Quarter"), as set forth in an Ordering Document. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6. Term and Termination.

6.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this VSA, and will continue through the end of the final Commitment Term hereunder. Following the end of any Commitment Term, Customer's access to ELC with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to ELC from WatchGuard at the prevailing rates. WatchGuard has no obligation to retain Customer data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VSA Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to ELC with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, ELC access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.2. Term. The term of this VSA (the "**VSA Term**") will commence upon either (a) the Effective Date of the MCA, if this VSA is attached to the MCA as of such Effective Date, or (b) the VSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of the last Commitment Term, unless this VSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

6.3. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price, calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased $1,000 worth of Equipment on January 1 of Year 1 of the VSA Term, and then $1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $1,000 x (24/60) + $1,000 x (36/60), which is equal to $1,000 in the aggregate.

7. DEMS Additional Terms. Use of and access to ELC will be subject to the additional terms and conditions set forth in the **DEMS Exhibit** attached hereto and incorporated herein.

8. Survival. The following provisions will survive the expiration or termination of this VSA for any reason: **Section 3 – Payment**; **Section 4 – Term and Termination**; **Section 6 – Survival**.[1]

DEMS EXHIBIT
EVIDENCELIBRARY.COM

The following DEMS Exhibit (the "**Exhibit**") is an Exhibit to the VSA and sets forth the terms relating to Customer's use of ELC.

If any term in this Exhibit conflicts with a term in the main body of the VSA or any other part of the Agreement, this Exhibit will control with respect to ELC

1. DATA STORAGE. WatchGuard will determine, in its sole discretion, the location of the stored content for ELC, provided that all content for North American Customers will reside within North America and all content for U.S. government Customers will reside within the United States.

2. DATA RETRIEVAL. ELC will leverage different types of storage to optimize ELC, as determined in WatchGuard's sole discretion. For multimedia data, such as videos, pictures, audio files, WatchGuard will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by WatchGuard will determine the data retrieval speed. Access to content in archival storage may take up to eight (8) hours to be viewable.

3. API SUPPORT. WatchGuard will use commercially reasonable efforts to maintain the Application Programming Interface ("**API**") offered as part of ELC during the term of this Addendum. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of six (6) months after a new version of the applicable API is introduced. If support of the API is no longer a commercially reasonable option, WatchGuard will provide reasonable advance notice to Customer. If an API presents a security risk to ELC or any other Product or Services, WatchGuard has the right to discontinue an API without prior warning.

4. SERVICE LEVEL TARGETS.

MSI will use reasonable efforts to provide monthly availability of the ELC of 99.9%, with the exception of maintenance windows. There are many factors beyond WatchGuard's control that may impact WatchGuard's ability to achieve this goal, including but not limited to a force majeure event.

Additionally, WatchGuard will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	**Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.**	**Telephone conference within 1 Hour of initial voice notification**
2	**Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.**	**Telephone conference within 3 Business Hours of initial voice notification during normal business hours**
3	**Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.**	**Telephone conference within 6 Business Hours of initial notification during normal business hours**
4	**Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.**	**Telephone conference within 2 Standard Business Days of initial notification**

5. MAINTENANCE. Scheduled maintenance of ELC will be performed periodically. WatchGuard will make commercially reasonable efforts to notify Customer a week in advance. Unscheduled and emergency maintenance may be required from time to time. WatchGuard will make commercially reasonable efforts to notify Customer of unscheduled or emergency

maintenance twenty-four (24) hours in advance.

6. WI-FI NETWORK REQUIREMENTS.

6.1 If any of the below items apply, additional Fees may apply:

- Customer's internet is through county/city IT, strict firewall policies, not able to install software on PC's;
- Customer requires multiple upload locations through different internet WatchGuards at each site;
- Customer has slow internet (<20MBps or higher for 4k video upload);
- Customer doesn't have Wi-Fi;
- Customer doesn't use Google Chrome or uses Google Chrome but has conflicting Chrome extensions;
- Customer requires multiple upload locations;
- Customer has multicast disabled on their wireless network;
- Customer wants to utilize MAC address filtering.

6.2 The following conditions are not supported:

- Wi-Fi AP's do not support 802.11AC;
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite.

Attached Addenda to the Agreement
- Equipment Purchase and Software License Addendum
- Subscription Service Addendum
- Video as a Service Addendum