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: 4074
Next Resolution No: 19-19

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

Village Board of Trustees

March 11, 2019 **7:00 PM**

Village President Albert Bulthuis
Village Clerk Hosanna Korynecky
Village Trustees:
Chris J. Aiello, David Cilella, Nick Cuzzone, Donald Kase, Cheryl Tucker, Robert Wagner

1. Call to Order - Roll Call

2. Pledge of Allegiance

3. Public Comments on Agenda Items

4. Amendments to the Agenda

5. Consent Agenda

5a. Bill Listing for the Weeks of February 25 and March 4, 2019 in the Total Amount of $1,154,325.89
2019-0225 SY18 Weekly Check Report
2019-0304 CY19 Weekly Check Report
2019-0304 SY18 Weekly Check Report
2019-0225 CY19 Weekly Check Report

5b. Minutes from the Board Meeting Held on February 25, 2019
Minutes Feb 25, 2019

6. Second Reading on Ordinances to be Codified

Second and Final Reading of an Ordinance Amending the Municipal Code of the Village of Villa Park, DuPage County, Illinois, Adding a Prohibition of Service to Debtors of the Village

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.

To decrease outstanding funds owed to the Village and to increase revenue, it is recommended that debtors of the Village shall not be entitled to any service, permit, license, or other Village action or approval unless that debt is paid in full, except for water, sewer, and garbage service or any emergency Village service such as from the Police or Fire Departments. It is recommended that Chapter 2, Article II of the Village Park Municipal Code be amended to reflect the prohibition of these services to debtors of the Village.

MEMO - Debtors Ordinance

ORD - Debtors of Village

7. Resolutions

7a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Easement Agreement Granting Permanent and Temporary Easements to the Village of Villa Park (405 South Riverside Drive) in an Amount Not to Exceed $2,400

The construction of a separate storm sewer on Highland Avenue between Monterey Avenue and Riverside Drive is proposed. In order to connect the proposed storm sewer into an existing outfall, the storm sewer would need to extend across the private property at 405 South Riverside Drive. In support of the DuPage County Stormwater Ordinance, the necessary permanent and temporary easement documents have been prepared by the Village and signed by the property owner, however the easements must be accepted by the Board before work can begin. It is requested that the Village Board accept the easements and approve payment in the amount of $2,400 to the property owner at 405 South Riverside Drive. Payment for this easement would be taken from Wastewater Fund account number 83.502.02.401.

MEMO - 405 S Riverside Easement

RESO - Easement Agreement 405 S Riverside

405 S Riverside Signed Easement - 2019-02-28

405 S Riverside Map

7b. Resolution of the Village of Villa Park, DuPage County, Illinois, Accepting a Proposal to Purchase a 2019 Ford F-250 Super Cab Truck from Landmark Ford, Inc. in an Amount Not to Exceed $38,847

Existing vehicle #65, a 2006 Ford F-250, is scheduled for replacement in the Village's CY 2019 budget. Staff requests authorization to purchase one (1) 2019 Ford F-250 Super Cab 4WD truck through the State of Illinois Central Management Services Joint Purchasing Program from Landmark Ford of Springfield, Illinois, in an amount not to exceed $38,847. Funding for this purchase is budgeted in Equipment Replacement Fund account number 65.502.02.401. Due to its poor condition, existing vehicle #65 would be sold at auction.

MEMO - Vehicle #65 Purchase

RESO - Vehicle #65 Purchase

Existing Vehicle #65 Photos
New Vehicle #65 Price Quote
New Vehicle #65 State Purchase Master Contract

7c. Resolution of the Village of Villa Park, DuPage County, Illinois, Accepting a Proposal to Purchase a 2019 Ford F-250 Truck with Service Body from Landmark Ford, Inc., in an Amount Not to Exceed $39,271

Existing vehicle #33, a 1999 Ford F-250, is scheduled for replacement in the Village's CY 2019 budget. Staff requests authorization to purchase one (1) 2019 Ford F-250 4WD truck with service body through the State of Illinois Central Management Services Joint Purchasing Program from Landmark Ford of Springfield, Illinois, in an amount not to exceed $39,271. Funding for this purchase is budgeted in Equipment Replacement Fund account number 65.502.02.401.
MEMO - Vehicle #33 Purchase
RESO - Vehicle #33 Purchase
Existing Vehicle #33 Photos
New Vehicle #33 Price Quote
New Vehicle #33 State Purchase Master Contract

8. Public Comments on Non-Agenda Items

9. Village Clerk's Report

10. Village Trustees' Report

11. Village President's Report

12. Village Manager's Report

13. Executive Session

Pursuant to the General Provisions of the Open Meetings Act:

a. 5ILCS 120/2 (c) (1) Personnel Matters
b. 5ILCS 120/2 (c) (2) Collective Bargaining Matters
c. 5ILCS 120/2 (c) (5) Purchase or Lease of Property
d. 5ILCS 120/2 (c) (6) Sale or Lease of Property
e. 5ILCS 120/2 (c) (11) Pending Litigation
f. 5ILCS 120/2 (c) (21) Discussion of Closed Session Minutes
3.11.19 Executive Session Agenda

14. Ordinance

Ordinance Approving a Site Access and Inspection Indemnification Agreement by and Between the Village of Villa Park, DuPage County, Illinois, and G-C Properties, LLC

The Village of Villa Park is interested in purchasing the property at 110 S. Villa Avenue for use as parking for the South Villa Avenue Downtown Business District. Prior to purchase of this site, it is recommended that a Phase II Environmental Site Assessment be conducted. This indemnification agreement will allow access to the site to perform tasks associated with an environmental assessment. Staff recommends acceptance of the indemnification agreement.

MEMO - 110 S. Villa Indemnification

ORD - Approving Site Access and Inspection Agreement

Site Access Indemnification Agreement 110 S. Villa

15. Resolution

Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with V3 Industries for an Environmental Site Assessment of 110 S. Villa Avenue in the Amount of $24,950

The Village is interested in purchasing the property at 110 S. Villa Avenue. Conducting a Phase II Environmental Site Assessment will provide additional knowledge regarding the condition of the site prior to purchase. Staff recommends approval of this environmental site assessment proposal in the amount of $24,950 to be taken from the St. Charles Road TIF Contractual Services account number 28.502.01.299.

MEMO - 110 S. Villa Environmental Site Assessment

RESO - Environmental Site Assessment - V3 - 110 S Villa

V3 Proposal 110 S Villa

16. Adjournment

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Kelly Kuechle
Submitting Department: Village Manager's Office
Item Type: Bill Listing
Agenda Section:

Subject:
Bill Listing for the Weeks of February 25 and March 4, 2019 in the Total Amount of $1,154,325.89

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
2019-0225 SY18 Weekly Check Report

2019-0304 CY19 Weekly Check Report

2019-0304 SY18 Weekly Check Report

2019-0225 CY19 Weekly Check Report

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on March 11, 2019

Covering weekly check runs dated for:

February 25, 2019/SY18 .... $640,239.41

1 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "022501"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.519.00.299 OTHER CONTRACTUAL SERVICES								
B & F CONSTRUCTION CODE SERVIC	10947	0		INSPECTIONS; DEC 2018	452.80	.00		022501
Total 10.519.00.299 OTHER CONTRACTUAL SERVICES:					452.80	.00		
Total ENGINEERING:					452.80	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.09.299 OTHER CONTRACTUAL SERVICES								
WEST & SONS TOWING INC	73807	0		TOW CHRG;SEIZED '08 JEEP COMMANDER	175.00	.00		022501
WEST & SONS TOWING INC	74676	0		TOW CHRG;SEIZED '06 CHYSLER 300	175.00	.00		022501
WEST & SONS TOWING INC	76678	0		TOW CHRG;SEIZED '18 DODGE CHARGER	140.00	.00		022501
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					490.00	.00		
Total POLICE:					490.00	.00		
Total CORPORATE FUND:					942.80	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
27.502.01.401 CAPITAL OUTLAY								
NUTOYS LEISURE PRODUCTS	48659	0		SY18-ADA TABLES, CHAIRS FOR DEPOT	2,890.00	.00		022501
Total 27.502.01.401 CAPITAL OUTLAY:					2,890.00	.00		
Total GENERAL:					2,890.00	.00		
Total TIF 5 FUND - KENILWORTH:					2,890.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.44403 FALL/WNTR/SPRG PROGRAM REV								
REYNOLDS, KELLY	79314	0		SY18-REFUND FOR YTH STEM WORKSHOP	25.00	.00		022501
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:					25.00	.00		
Total :					25.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.36.299 OTHER CONTRACTUAL SERVICES								
DESIGNSPRING GROUP INC.	2434	0		SY18-MARKETING SPECIAL EVENTS	162.50	.00		022501
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					162.50	.00		
Total GENERAL:					162.50	.00		
Total RECREATION FUND:					187.50	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.02.299 OTHER CONTRACTUAL SERVICES								
ARROW ROAD CONSTRUCTION CO	33318-2	0	180084	2018 ROAD IMPROVEMENT-PARKING LOTS	156,261.69	.00		022501
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					156,261.69	.00		
60.502.03.299 OTHER CONTRACTUAL SERVICES								
ARROW ROAD CONSTRUCTION CO	33318-2	0	180084	2018 STREET IMPROVEMENT PROGRAM	350,039.77	.00		022501
Total 60.502.03.299 OTHER CONTRACTUAL SERVICES:					350,039.77	.00		
60.502.10.299 OTHER CONTRACTUAL SERVICES								
ARROW ROAD CONSTRUCTION CO	33318-2	0	180084	2018 STREET IMPROVEMENT PROGRAM	69,510.74	.00		022501
Total 60.502.10.299 OTHER CONTRACTUAL SERVICES:					69,510.74	.00		
Total GENERAL:					575,812.20	.00		
Total STREET IMPROVEMENT FUND:					575,812.20	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
68.502.02.292 ENGINEERING SERVICES								
V3 COMPANIES OF ILLINOIS	1118423	0		STORMWATER REVIEW; 1050 N VILLA IMPR	425.68	.00		022501
V3 COMPANIES OF ILLINOIS	1118424	0		STORMWATER REVIEW; 236 E SIDNEY COU	283.77	.00		022501
V3 COMPANIES OF ILLINOIS	1118425	0		STORMWATER REVIEW; BUCKY'S EXPRESS	236.49	.00		022501
V3 COMPANIES OF ILLINOIS	1118426	0		STORMWATER REVIEW; RT 83 & WASHINGT	508.04	.00		022501
V3 COMPANIES OF ILLINOIS	1118427	0		STORMWATER REVIEW; PRIDE OF VP 151 W	378.37	.00		022501
V3 COMPANIES OF ILLINOIS	1218350	0		VP REVIEW; BUCKY'S EXPRESS SEC NORT	3,342.45	.00		022501
Total 68.502.02.292 ENGINEERING SERVICES:					5,174.80	.00		
68.502.10.292 ENGINEERING SERVICES								
V3 COMPANIES OF ILLINOIS	1218347	0	180110	JACKSON POND OUTLET PIPE DESIGN ENG	8,037.04	.00		022501
Total 68.502.10.292 ENGINEERING SERVICES:					8,037.04	.00		
Total GENERAL:					13,211.84	.00		
Total STORMWATER BUYOUT FUND:					13,211.84	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.02.401 CAPITAL OUTLAY								
ARROW ROAD CONSTRUCTION CO	33318-2	0	180084	2018 ROAD IMPROVEMENT PROGRAM	24,442.79	.00		022501
Total 82.502.02.401 CAPITAL OUTLAY:					24,442.79	.00		
Total GENERAL:					24,442.79	.00		
Total WATER SUPPLY FUND:					24,442.79	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.02.299 OTHER CONTRACTUAL SERVICES								
B & F CONSTRUCTION CODE SERVIC	10947	0		INSPECTIONS; DEC 2018	193.60	.00		022501
TRI-R SYSTEMS INC	004800	0		REPAIR POWER SUPPLY @ WWFTF	870.00	.00		022501
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					1,063.60	.00		
83.502.02.401 CAPITAL OUTLAY								
ARROW ROAD CONSTRUCTION CO	33318-2	0	180084	2018 STREET IMPROVEMENT PROGRAM	21,688.68	.00		022501
Total 83.502.02.401 CAPITAL OUTLAY:					21,688.68	.00		
Total GENERAL:					22,752.28	.00		
Total WASTEWATER FUND:					22,752.28	.00		
Grand Totals:					640,239.41	.00		

VILLAGE OF VILLA PARK	Payment Approval Report - by GL - Fund Summary Report dates: 12/1/2018-2/28/2019	Page: 1 Feb 20, 2019 12:27PM

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	942.80
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	2,890.00
RECREATION FUND	
Total RECREATION FUND:	187.50
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	575,812.20
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	13,211.84
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	24,442.79
WASTEWATER FUND	
Total WASTEWATER FUND:	22,752.28
Grand Totals:	640,239.41

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

DATE .... APPROVED BY ....

....

....

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on March 11, 2019

Covering weekly check runs dated for:

March 4, 2019/CY19 .... $67,764.65

2 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "030402","WF0304"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.210028 EMPLOYEE HEALTH INS. DED.								
DAILY FEATS INC	INV00005536	0		DISCOVERY BENEFITS	90.00	.00		030402
Total 10.210028 EMPLOYEE HEALTH INS. DED.:					90.00	.00		
10.42070 ADMINISTRATIVE TOWING FEES								
FOULKS, HELEN	REIMB	0		REIMB PF ADMIN TOW FEE	500.00	.00		030402
Total 10.42070 ADMINISTRATIVE TOWING FEES:					500.00	.00		
Total :					590.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.511.00.206 SENIOR CITIZEN CAB SUBSIDY								
UNITED DISPATCH	54376	0		SENIOR CAB RIDES; JAN 2019	238.20	.00		030402
Total 10.511.00.206 SENIOR CITIZEN CAB SUBSIDY:					238.20	.00		
10.511.00.212 LEGAL SERVICES-POLICE								
RAINES, SHAWNTE M	19-2	0		LEGAL SERVICES-ADJUDICATORY HEARING	760.00	.00		WF0304
Total 10.511.00.212 LEGAL SERVICES-POLICE:					760.00	.00		
10.511.00.299 OTHER CONTRACTUAL SERVICES								
FEDEX	6-466-72697	0		BOARD PACKET MAILING TO ATTY	9.51	.00		WF0304
FEDEX	6-473-74023	0		BOARD PACKET MAILING TO ATTY	9.51	.00		WF0304
WEBQA INC	437-190301	0		FOIA OPEN RECORDS MODULE:4/01/19-6/30	1,620.00	.00		030402
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					1,639.02	.00		
10.511.00.668 SUMMERFEST								
POSTMASTER	76361	0		SUMMERFEST SPONSOR POSTAGE	230.00	.00		030402
SIR SPEEDY PRINTING	76361	0		SUMMERFEST SPONSOR ENVELOPES	190.00	.00		030402
Total 10.511.00.668 SUMMERFEST:					420.00	.00		
Total PUBLIC AFFAIRS:					3,057.22	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.512.01.270 MAINT OF OFFICE EQUIPMENT								
ARLINGTON COMPUTER PRO	0480392-IN	0		ACP SERVICES	780.00	.00		030402
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					780.00	.00		
10.512.01.299 OTHER CONTRACTUAL SERVICES								
COMCAST CABLE	INTERNETFEB2019	0		VILLAGE INTERNET SRVC 2/11/19-3/10/19	248.48	.00		030402
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					248.48	.00		
Total MANAGER:					1,028.48	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.513.00.202 TRAINING & CONFERENCES								
WACHTEL, KEVIN	REIMBCONFFEB19	0		DOWNSTATE WINTER CONF; TRAVEL REIMB	204.92	.00		030402
Total 10.513.00.202 TRAINING & CONFERENCES:					204.92	.00		
Total FINANCE:					204.92	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.514.00.210 TELEPHONE								
FIOLA, JAN	JAN 2019	0		PHONE DEVICE; JANUARY-JF	24.99	.00		WF0304
FIOLA, JAN	JAN 2019	0		PHONE USAGE JANUARY-JF	24.99	.00		WF0304
Total 10.514.00.210 TELEPHONE:					49.98	.00		
10.514.00.270 MAINT OF OFFICE EQUIPMENT								
KONICA MINOLTA BUSINESS	90005434961	0		COPY CHARGES BLACK & WHITE	11.98	.00		WF0304
KONICA MINOLTA BUSINESS	90005434961	0		COPY CHARGES COLOR	105.68	.00		WF0304
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:					117.66	.00		
10.514.00.299 OTHER CONTRACTUAL SERVICES								
DUPAGE COUNTY RECORDER	40013814	0		3 RELEASES -27 N HARVARD	33.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		217 WISCONSIN-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		901 W NORTH, B-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		1305 VILLA-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		901 W NORTH, A-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		893 W NORTH, B-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		744 SECOND-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		708 LINCOLN-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		614 HARVARD-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		602 ADDISON-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		408 ARDMORE-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		626 JAMES-RELEASE	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		516 ADDISON-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		444 HOLLY-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		434 ARDMORE-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		441 HUGO-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		358 N SECOND-LIEN	11.00	.00		WF0304
DUPAGE COUNTY RECORDER	40017816-40017819	0		320 PRINCETON-LIEN	11.00	.00		WF0304
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					220.00	.00		
Total COMMUNITY DEVELOPMENT:					387.64	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.515.00.210 TELEPHONE								
CALL ONE	68454 2/19	0		Phone Service; 02/15-3/14/19	1,447.57	.00		030402
Total 10.515.00.210 TELEPHONE:					1,447.57	.00		
Total CENTRAL SERVICES:					1,447.57	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.516.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0030170051 1/19	0		21 W PLYMOUTH; 1/8-2/7/19	222.75	.00		030402
COMMONWEALTH EDISON CO	9006703009 1/19	0		SIREN; 1/7-2/6/19	34.24	.00		030402
Total 10.516.00.219 UTILITY - ELECTRIC:					256.99	.00		
Total BUILDINGS & GROUNDS:					256.99	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.517.00.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8000258004 1/19	0		METRA STN PARK LOT; 1/8-2/7/19	166.06	.00		030402
Total 10.517.00.219 UTILITY - ELECTRIC:					166.06	.00		
Total COMMUTER PARKING LOT:					166.06	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.519.00.299 OTHER CONTRACTUAL SERVICES								
GOVHR USA	3-02-19-047	0		PROFESSIONAL FEES INCURRED FOR REC	7,700.00	.00		030402
Total 10.519.00.299 OTHER CONTRACTUAL SERVICES:					7,700.00	.00		
Total ENGINEERING:					7,700.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.01.202 TRAINING & CONFERENCES								
EASTON, LOUIS	LHCREIMB	0		LEAD HOMICIDE COURSE; MEAL REIMB	68.32	.00		030402
Total 10.520.01.202 TRAINING & CONFERENCES:					68.32	.00		
10.520.01.210 TELEPHONE								
VERIZON WIRELESS	9824318934	0		DATA FOR LICENSE PLATE READER	76.02	.00		030402
Total 10.520.01.210 TELEPHONE:					76.02	.00		
10.520.01.261 INSURANCE CLAIM LOSSES								
NAROZNY, LAURA	REFUND	0		REFUND FOR DAMAGED CLOTHES	30.00	.00		030402
Total 10.520.01.261 INSURANCE CLAIM LOSSES:					30.00	.00		
10.520.01.299 OTHER CONTRACTUAL SERVICES								
TYCO INTEGRATED SECURITY LLC	31987692	0		FIRE ALARM CONNECTION 3/1/19-5/31/19	108.00	.00		030402
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					108.00	.00		
10.520.01.317 OFFICE SUPPLIES								
STAPLES ADVANTAGE	8053235574	0		ENVELOPES & TONER	103.87	.00		030402
Total 10.520.01.317 OFFICE SUPPLIES:					103.87	.00		
10.520.08.299 OTHER CONTRACTUAL SERVICES								
JPMORGAN CHASE BANK N.A.	29345	0		SUBPOENA FEE	77.75	.00		030402
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					77.75	.00		
10.520.09.291 ANIMAL HOSPITAL EXPENSE								
DUPAGE ANIMAL HOSPITAL LTD	369248	0		STRAY ANIMAL SRVCS; JAN 2019	100.00	.00		030402
Total 10.520.09.291 ANIMAL HOSPITAL EXPENSE:					100.00	.00		
10.520.09.299 OTHER CONTRACTUAL SERVICES								
NORTHERN ILLINOIS POLICE ALARM	12852	0		ANNUAL MEMBERSHIP ASSESSMENT	400.00	.00		030402
NORTHERN ILLINOIS POLICE ALARM	12853	0		ANNUAL MEMBERSHIP MOBILE FIELD FORC	1,005.00	.00		030402
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					1,405.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.09.301 UNIFORMS								
JG UNIFORMS INC	50906	0		VEST FOR OFFC K.KITCHING	850.00	.00		030402
Total 10.520.09.301 UNIFORMS:					850.00	.00		
10.520.09.399 OTHER SUPPLIES								
P A CRIMSON FIRE RISK SERVICES	14267	0		2 FIRE EXTINGUISHERS FOR SERVER ROO	440.00	.00		030402
Total 10.520.09.399 OTHER SUPPLIES:					440.00	.00		
Total POLICE:					3,258.96	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.521.01.202 TRAINING & CONFERENCES								
IFSAP	CONFERENCE	0		M.HORNBACK TO 04/24-26 ANNUAL CONFER	300.00	.00		030402
Total 10.521.01.202 TRAINING & CONFERENCES:					300.00	.00		
10.521.01.210 TELEPHONE								
CALL ONE	PL231553-2019/2	0		T-1 DUCOMM LINE;02/15/19-03/14/19	427.13	.00		030402
Total 10.521.01.210 TELEPHONE:					427.13	.00		
10.521.01.299 OTHER CONTRACTUAL SERVICES								
VERIZON WIRELESS	9823662167	0		WIRELESS ACCESS; 7 MDTS, 7 IPADS	368.73	.00		030402
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					368.73	.00		
10.521.01.301 UNIFORMS								
O'HERRON CO INC, RAY	1909201-IN	0		JOB SHIRT FOR M.HORNBACK	78.49	.00		030402
Total 10.521.01.301 UNIFORMS:					78.49	.00		
10.521.01.315 BUILDING MAINT SUPPLIES								
CASE LOTS INC	7292	0		PAPER TWLS, CENTER PULL TWLS, TOILET	323.65	.00		030402
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					323.65	.00		
10.521.21.202 TRAINING & CONFERENCES								
ADDISON FIRE PROTECTION DIST#1	304	0		CPR INSTRUCTOR RENEW; T.GUTZMER	80.00	.00		030402
Total 10.521.21.202 TRAINING & CONFERENCES:					80.00	.00		
10.521.21.311 PROGRAM SUPPLIES								
WORLDPOINT ECC INC	4115816	0		STUDENT CPR/AED & FIRST AID WORKBOO	135.95	.00		030402
Total 10.521.21.311 PROGRAM SUPPLIES:					135.95	.00		
10.521.22.402 NON-CAPITAL OUTLAY								
ILLINOIS FIRE INSPECTORS ASSN	20476	0		M.SAUTER TO INSPECTOR 1 CLASS	350.00	.00		030402
Total 10.521.22.402 NON-CAPITAL OUTLAY:					350.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
Total FIRE:					2,063.95	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.523.02.299 OTHER CONTRACTUAL SERVICES								
PARAMEDIC BILLING SERVICES	PBS088-JAN2019	0		AMBULANCE BILLING FEES; JAN 2019	114.30	.00		030402
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:					114.30	.00		
10.523.02.301 UNIFORMS								
O'HERRON CO INC, RAY	1907209-IN	0		UNIFORM; NEW OFFC B.SHLIFKA	448.30	.00		030402
Total 10.523.02.301 UNIFORMS:					448.30	.00		
Total AMBULANCE/PARAMEDIC:					562.60	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.524.02.299 OTHER CONTRACTUAL SERVICES								
VINTAGE TECH LLC	20358	0		E-WASTE REMOVAL FEES	1,212.54	.00		030402
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					1,212.54	.00		
Total GARBAGE:					1,212.54	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.525.01.299 OTHER CONTRACTUAL SERVICES								
ELMHURST OCCUPATIONAL HEALTH	00090743-00	0		DRUG SCREENING	155.00	.00		030402
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:					155.00	.00		
10.525.25.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0179073093 1/19	0		889 W NO STREETLGHTS; 1/8-2/7/19	48.86	.00		030402
COMMONWEALTH EDISON CO	0969040060 1/19	0		TRAFFIC SIGNALS; 1/14-2/13/19	697.58	.00		030402
COMMONWEALTH EDISON CO	3779053023 1/19	0		STREETLIGHTS 2; 1/7-2/6/19	38.46	.00		030402
COMMONWEALTH EDISON CO	5763147089 1/19	0		STREETLIGHTS 1; 1/2-2/1/19	114.95	.00		030402
Total 10.525.25.219 UTILITY - ELECTRIC:					899.85	.00		
10.525.27.341 SALT/CALCIUM CHLORIDE								
DETROIT SALT COMPANY	82098	0		ROCK SALT	2,941.49	.00		030402
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:					2,941.49	.00		
10.525.27.342 ASPHALT MIX								
HEALY ASPHALT CO LLC	17193	0		2.16 TNS UPM COLD MIX	295.92	.00		030402
HEALY ASPHALT CO LLC	17213	0		2.33 TNS UPM COLD MIX	319.21	.00		030402
Total 10.525.27.342 ASPHALT MIX:					615.13	.00		
Total STREET:					4,611.47	.00		
Total CORPORATE FUND:					26,548.40	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
28.502.01.299 OTHER CONTRACTUAL SERVICES								
GENTILE & ASSOCIATES INC	31919	0	180121	TOPOGRAPHIC SURVEY-AT&T PROPERTY	3,900.00	.00		030402
GENTILE & ASSOCIATES INC	31919	0	180121	TOPOGRAPHIC SURVEY-ROTARY PARK	4,100.00	.00		030402
GENTILE & ASSOCIATES INC	31920	0		ALTA SURVEY FOR 631 EAST WILDWOOD	1,400.00	.00		030402
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:					9,400.00	.00		
Total GENERAL:					9,400.00	.00		
Total TIF 4 FUND - ST. CHARLES RD:					9,400.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.01.210 TELEPHONE								
CALL ONE	68454 2/19	0		Phone Service; 02/15-3/14/19	340.48	.00		030402
GORDON FLESCH CO., INC	12509943	0		JAN ICC IMAGE COPIER USE	255.13	.00		030402
Total 35.502.01.210 TELEPHONE:					595.61	.00		
35.502.01.317 OFFICE SUPPLIES								
GARVEY'S OFFICE PRODUCTS	1658878	0		ICC OFFICE SUPPLIES	6.88	.00		030402
Total 35.502.01.317 OFFICE SUPPLIES:					6.88	.00		
35.502.16.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	8668740009 1/19	0		TENNIS CRTS; 1/4-2/5/19	29.15	.00		030402
COMMONWEALTH EDISON CO	9006778006 1/19	0		LIONS FIELD; 1/7-2/6/19	35.11	.00		030402
Total 35.502.16.219 UTILITY - ELECTRIC:					64.26	.00		
35.502.36.299 OTHER CONTRACTUAL SERVICES								
SMITH, VIOLET R	01.07-02.18	0		CONTRACTUAL YOGA INSTRUCTION	820.00	.00		030402
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					820.00	.00		
Total GENERAL:					1,486.75	.00		
Total RECREATION FUND:					1,486.75	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
36.502.01.210 TELEPHONE								
CALL ONE	68454 2/19	0		Phone Service; 02/15-3/14/19	61.73	.00		030402
Total 36.502.01.210 TELEPHONE:					61.73	.00		
36.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	9006795007 1/19	0		ROTARY PARK; 1/7-2/6/19	33.57	.00		030402
Total 36.502.01.219 UTILITY - ELECTRIC:					33.57	.00		
36.502.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	996981	0		JAN WELDING TOOL RENTAL	19.53	.00		030402
TERRACE SUPPLY COMPANY	996982	0		JAN WELDING TOOL RENTAL	19.53	.00		030402
TERRACE SUPPLY COMPANY	996983	0		JAN WELDING TOOL RENTAL	20.46	.00		030402
Total 36.502.02.399 OTHER SUPPLIES:					59.52	.00		
Total GENERAL:					154.82	.00		
Total PARKS FUND:					154.82	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
41.502.01.210 TELEPHONE								
CALL ONE	68454 2/19	0		Phone Service; 02/15-3/14/19	57.74	.00		030402
Total 41.502.01.210 TELEPHONE:					57.74	.00		
41.502.01.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0603100125 1/19	0		LUFKIN POOL FILTER; 12/26-1/28/19	212.43	.00		030402
COMMONWEALTH EDISON CO	7748424005 1/19	0		JEFF POOL; 1/8-2/7/19	529.32	.00		030402
COMMONWEALTH EDISON CO	8502758007 1/19	0		LUFKIN POOL; 1/7-2/6/19	86.12	.00		030402
Total 41.502.01.219 UTILITY - ELECTRIC:					827.87	.00		
Total GENERAL:					885.61	.00		
Total SWIMMING POOL FUND:					885.61	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.02.105 SALARIES: PART-TIME								
GOVTEMPSUSA LLC	2720491	0		S.T. HOURS	5,442.50	.00		030402
Total 60.502.02.105 SALARIES: PART-TIME:					5,442.50	.00		
60.502.03.292 ENGINEERING SERVICES								
BURKE ENGINEERING LTD, CHRISTO	148581	0	170055	PHASE 2 DESIGN ENG. WASHINGTON ST. S	5,000.00	.00		030402
Total 60.502.03.292 ENGINEERING SERVICES:					5,000.00	.00		
60.502.10.299 OTHER CONTRACTUAL SERVICES								
ENGINEERING SOLUTIONS TEAM	190001-1	0	190001	ST. CHARLES ROAD BRIDGE, LAND ACQUISI	5,017.50	.00		030402
Total 60.502.10.299 OTHER CONTRACTUAL SERVICES:					5,017.50	.00		
Total GENERAL:					15,460.00	.00		
Total STREET IMPROVEMENT FUND:					15,460.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
67.502.02.402 NON-CAPITAL OUTLAY								
MMSGS	45718541	0		REPLACED PAD & BATTERY FOR VILLAGE A	435.95	.00		030402
MMSGS	45956100	0		REPLACED PAD & BATTERY FOR VILLAGE A	87.00	.00		030402
MMSGS	46063032	0		REPLACED PAD & BATTERY FOR VILLAGE A	348.00	.00		030402
Total 67.502.02.402 NON-CAPITAL OUTLAY:					870.95	.00		
Total GENERAL:					870.95	.00		
Total BUILDING IMPROVEMENTS FUND:					870.95	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.01.210 TELEPHONE								
CALL ONE	68454 2/19	0		Phone Service; 02/15-3/14/19	41.81	.00		030402
Total 82.502.01.210 TELEPHONE:					41.81	.00		
82.502.01.317 OFFICE SUPPLIES								
QUILL CORPORATION	5028563	0		CASIO PRINTING	64.99	.00		030402
QUILL CORPORATION	5037395	0		TAPE,FILE JACKETS,CALCULATOR,DESKPA	171.51	.00		030402
Total 82.502.01.317 OFFICE SUPPLIES:					236.50	.00		
82.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0005158074 1/19	0		520 N PRINCETON; 1/9-2/8/19	417.32	.00		030402
COMMONWEALTH EDISON CO	0233060038 1/19	0		CENTRAL PUMPING STN; 1/9-2/8/19	241.45	.00		030402
COMMONWEALTH EDISON CO	6152211004 1/19	0		WTR/SWR; 1/7-2/6/19	204.58	.00		030402
COMMONWEALTH EDISON CO	6667072019 1/19	0		WELL #2; 1/7-2/6/19	352.81	.00		030402
DYNEGY ENERGY SERVICES	275283919021 1/18	0		CORNELL PUMP STN; 1/9-2/7/19	1,123.12	.00		030402
Total 82.502.02.219 UTILITY - ELECTRIC:					2,339.28	.00		
82.502.02.399 OTHER SUPPLIES								
GRIMM METAL FABRICATORS	50200	0		WELL #7 COVER PLATE	220.00	.00		030402
MCMASTER CARR	87269370	0		CORD REEL WITH 3 OUTLETS; 14 GAUGE	63.91	.00		030402
Total 82.502.02.399 OTHER SUPPLIES:					283.91	.00		
Total GENERAL:					2,901.50	.00		
Total WATER SUPPLY FUND:					2,901.50	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.01.210 TELEPHONE								
CALL ONE	68454 2/19	0		Phone Service; 02/15-3/14/19	41.81	.00		030402
Total 83.502.01.210 TELEPHONE:					41.81	.00		
83.502.02.219 UTILITY - ELECTRIC								
COMMONWEALTH EDISON CO	0007134036 1/19	0		WESTLANDS LIFT STN; 1/9-2/8/19	42.22	.00		030402
COMMONWEALTH EDISON CO	0045126092 1/19	0		NORTH & YALE; 12/26-1/28/19	141.04	.00		030402
COMMONWEALTH EDISON CO	0051086116 1/19	0		900 N VILLA; 12/26-1/28/19	288.31	.00		030402
COMMONWEALTH EDISON CO	0063015145 1/19	0		S VILLA LIFT STN; 1/9-2/8/19	824.04	.00		030402
COMMONWEALTH EDISON CO	0375103058 1/19	0		RT 83 LIFT STN; 1/9-2/8/19	52.49	.00		030402
COMMONWEALTH EDISON CO	0474090018 1/19	0		YALE/RIDGE LIFT STN; 1/9-2/8/19	89.70	.00		030402
DYNEGY ENERGY SERVICES	275283918011 1/19	0		WWFTF ; 1/8-2/7/19	2,666.01	.00		030402
Total 83.502.02.219 UTILITY - ELECTRIC:					4,103.81	.00		
83.502.04.292 ENGINEERING SERVICES								
BURKE ENGINEERING LTD, CHRISTO	148581	0	170055	PHASE 2 DESIGN ENG. WASHINGTON ST. S	5,911.00	.00		030402
Total 83.502.04.292 ENGINEERING SERVICES:					5,911.00	.00		
Total GENERAL:					10,056.62	.00		
Total WASTEWATER FUND:					10,056.62	.00		
Grand Totals:					67,764.65	.00		

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	26,548.40
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	9,400.00
RECREATION FUND	
Total RECREATION FUND:	1,486.75
PARKS FUND	
Total PARKS FUND:	154.82
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	885.61
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	15,460.00
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	870.95
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	2,901.50
WASTEWATER FUND	
Total WASTEWATER FUND:	10,056.62
Grand Totals:	67,764.65

Amount Paid

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

DATE ....

APPROVED BY ....

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "030402","WF0304"

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on March 11, 2019

Covering weekly check runs dated for:

March 4, 2019/SY18................ $20,237.15

1 of 2

Report Criteria:
- Invoices with totals above $0 included.
- Paid and unpaid invoices included.
- Invoice.Batch = "030401"
- Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.190515 DUE TO/FROM LIBRARY								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	276.00	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	111.36	.00		030401
Total 10.190515 DUE TO/FROM LIBRARY:					387.36	.00		
Total :					387.36	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.513.00.210 TELEPHONE								
BAIG,RANA	PHONEREIMBDEC18	0		PERS DEVICE PHONE REIM; DEC 2018	24.99	.00		030401
BAIG,RANA	PHONEREIMBDEC18	0		PERS USAGE PHONE REIM; DEC 2018	24.99	.00		030401
BAIG,RANA	PHONEREIMBNOV18	0		PERS DEVICE PHONE REIM; NOV 2018	24.99	.00		030401
BAIG,RANA	PHONEREIMBNOV18	0		PERS USAGE PHONE REIM; NOV 2018	24.99	.00		030401
Total 10.513.00.210 TELEPHONE:					99.96	.00		
Total FINANCE:					99.96	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.515.00.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	115.00	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	167.20	.00		030401
Total 10.515.00.250 EMPLOYEE BENEFITS:					282.20	.00		
Total CENTRAL SERVICES:					282.20	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.516.00.299 OTHER CONTRACTUAL SERVICES								
TYCO INTEGRATED SECURITY LLC	31319935-1	0		WIRELESS ALARM MONITORING,MUSEUM	173.35	.00		030401
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					173.35	.00		
Total BUILDINGS & GROUNDS:					173.35	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.518.00.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	17.25	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	27.84	.00		030401
Total 10.518.00.250 EMPLOYEE BENEFITS:					45.09	.00		
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS								
WHOLESALE DIRECT INC	000236587	0		26" WIPERBLADES	70.47	.00		030401
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					70.47	.00		
Total GARAGE:					115.56	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.01.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	362.25	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	445.44	.00		030401
Total 10.520.01.250 EMPLOYEE BENEFITS:					807.69	.00		
10.520.01.299 OTHER CONTRACTUAL SERVICES								
TYCO INTEGRATED SECURITY LLC	31468084-1	0		FIRE ALARM SERVICE	108.00	.00		030401
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					108.00	.00		
10.520.08.299 OTHER CONTRACTUAL SERVICES								
BMO HARRIS BANK N.A.	815011-18	0		SUBPOENA FEES FOR INVESTIGATIONS	182.59	.00		030401
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					182.59	.00		
10.520.09.299 OTHER CONTRACTUAL SERVICES								
JIM'S TOWING	127681	0		TOW SEIZED '01 FORD EXPLORER	175.00	.00		030401
VETERAN'S TOWING & RECOVERY IN	14134	0		TOW CHRG;SEIZED '18 CHRYSLER 300	175.00	.00		030401
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					350.00	.00		
Total POLICE:					1,448.28	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.521.01.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	23.00	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	27.84	.00		030401
Total 10.521.01.250 EMPLOYEE BENEFITS:					50.84	.00		
10.521.01.315 BUILDING MAINT SUPPLIES								
HOME DEPOT CREDIT SERVICES	6010495	0		PRIME KD WHITEWOOD	34.58	.00		030401
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					34.58	.00		
Total FIRE:					85.42	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.523.02.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	138.00	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	213.44	.00		030401
Total 10.523.02.250 EMPLOYEE BENEFITS:					351.44	.00		
Total AMBULANCE/PARAMEDIC:					351.44	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.525.01.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	51.75	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	92.80	.00		030401
Total 10.525.01.250 EMPLOYEE BENEFITS:					144.55	.00		
Total STREET:					144.55	.00		
Total CORPORATE FUND:					3,088.12	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.01.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	63.25	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	102.08	.00		030401
Total 35.502.01.250 EMPLOYEE BENEFITS:					165.33	.00		
35.502.01.270 MAINT OF OFFICE EQUIPMENT								
GORDON FLESCH CO., INC	IN12481850	0		SY18-ICC COPIER IMAGES	230.60	.00		030401
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					230.60	.00		
35.502.01.317 OFFICE SUPPLIES								
GARVEY'S OFFICE PRODUCTS	1656926	0		SY18-ICC OFFICE SUPPLIES	35.96	.00		030401
Total 35.502.01.317 OFFICE SUPPLIES:					35.96	.00		
Total GENERAL:					431.89	.00		
Total RECREATION FUND:					431.89	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
36.502.01.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	46.00	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	74.24	.00		030401
Total 36.502.01.250 EMPLOYEE BENEFITS:					120.24	.00		
36.502.02.399 OTHER SUPPLIES								
TERRACE SUPPLY COMPANY	993994	0		SY18-OCT RENTAL WELDING TOOL	19.53	.00		030401
TERRACE SUPPLY COMPANY	993995	0		SY18-OCT RENTAL WELDING TOOL	19.53	.00		030401
TERRACE SUPPLY COMPANY	993996	0		SY18-OCT RENTAL WELDING TOOL	20.46	.00		030401
TERRACE SUPPLY COMPANY	994979	0		SY18-NOV RENTAL WELDING TOOL	18.90	.00		030401
TERRACE SUPPLY COMPANY	994980	0		SY18-NOV RENTAL WELDING TOOL	18.90	.00		030401
TERRACE SUPPLY COMPANY	994981	0		SY18-NOV RENTAL WELDING TOOL	19.80	.00		030401
TERRACE SUPPLY COMPANY	995979	0		SY18-DEC RENTAL WELDING TOOL	19.53	.00		030401
TERRACE SUPPLY COMPANY	995980	0		SY18-DEC RENTAL WELDING TOOL	19.53	.00		030401
TERRACE SUPPLY COMPANY	995981	0		SY18-DEC RENTAL WELDING TOOL	20.46	.00		030401
Total 36.502.02.399 OTHER SUPPLIES:					176.64	.00		
Total GENERAL:					296.88	.00		
Total PARKS FUND:					296.88	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.02.250 EMPLOYEE BENEFITS								
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	27.84	.00		030401
Total 60.502.02.250 EMPLOYEE BENEFITS:					27.84	.00		
Total GENERAL:					27.84	.00		
Total STREET IMPROVEMENT FUND:					27.84	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.01.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	46.00	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	64.96	.00		030401
Total 82.502.01.250 EMPLOYEE BENEFITS:					110.96	.00		
Total GENERAL:					110.96	.00		
Total WATER SUPPLY FUND:					110.96	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.01.250 EMPLOYEE BENEFITS								
LINDEN OAKS MEDICAL GROUP	EAPREIMBDEC18	0		EMP ASSIST PRGM; OCT-DEC 2018	34.50	.00		030401
THE HORTON GROUP, INC	44668	0		DEC REWARDS EARNED	64.96	.00		030401
Total 83.502.01.250 EMPLOYEE BENEFITS:					99.46	.00		
83.502.04.292 ENGINEERING SERVICES								
HANCOCK ENGINEERING CO, EDWIN	19-0022	0	180087	MAPLE AREA SEWER SEPARATION, PHASE	16,182.00	.00		030401
Total 83.502.04.292 ENGINEERING SERVICES:					16,182.00	.00		
Total GENERAL:					16,281.46	.00		
Total WASTEWATER FUND:					16,281.46	.00		
Grand Totals:					20,237.15	.00		

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	3,088.12
RECREATION FUND	
Total RECREATION FUND:	431.89
PARKS FUND	
Total PARKS FUND:	296.88
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	27.84
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	110.96
WASTEWATER FUND	
Total WASTEWATER FUND:	16,281.46
Grand Totals:	20,237.15

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

DATE .... APPROVED BY ....

....

....

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees

at its Meeting on March 11, 2019

Covering weekly check runs dated for:

February 25, 2019/CY19 .... $426,084.68

2 of 2

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "022502","0225WF","0213INT"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.210508 ESCROW: P. W. PROJECTS								
RUSS'S PLUMBING	PRUU1801529	0		BOND RLS; 503 S HARVARD	1,200.00	.00		022502
SCOTTISH PLUMBER, THE	PRUU201801313	0		BOND RLS; 28 W MONROE	1,200.00	.00		022502
SOEMO, ALAN	PW17-0082	0		BOND RLS; 654 N VILLA	1,389.00	.00		022502
Total 10.210508 ESCROW: P. W. PROJECTS:					3,789.00	.00		
10.42071 ADMINISTRATIVE ADJUDICATION								
MARKET ACCOUNTING CORP	REFUND	0		REFUND FOR OVERPAYMENT ON CITATION	40.00	.00		022502
Total 10.42071 ADMINISTRATIVE ADJUDICATION:					40.00	.00		
10.42073 RED LIGHT ENFORCEMENT								
RED SPEED ILLINOIS	DISBURSEMENT	0		DISBURSEMENT FOR VIOLATION PAYMENT	100.00	.00		022502
Total 10.42073 RED LIGHT ENFORCEMENT:					100.00	.00		
Total :					3,929.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.511.00.211 LEGAL SERVICES								
ROBBINS SCHWARTZ	286060	0		LEGAL SERVICES - PROSECUTIONS	2,475.00	.00		0225WF
ROBBINS SCHWARTZ	286061	0		PROPERTY VIOLATIONS - TN	576.00	.00		0225WF
Total 10.511.00.211 LEGAL SERVICES:					3,051.00	.00		
10.511.00.212 LEGAL SERVICES-POLICE								
SMITH & FULLER	2523	0		LEGAL - DUI PROSECUTION	3,073.95	.00		0225WF
Total 10.511.00.212 LEGAL SERVICES-POLICE:					3,073.95	.00		
10.511.00.299 OTHER CONTRACTUAL SERVICES								
FEDEX	6-445-91139	0		BOARD PACKET MAILING TO ATTY	9.65	.00		0225WF
FEDEX	6-459-78169	0		BOARD PACKET MAILING TO ATTY	9.51	.00		0225WF
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					19.16	.00		
10.511.00.671 PARKS & REC ADVISORY COMMISSI								
RUIZ, PATTY	DISBURSEMENT	0		JAN,FEB P&R RECORDING SERVICES	150.00	.00		022502
Total 10.511.00.671 PARKS & REC ADVISORY COMMISSI:					150.00	.00		
Total PUBLIC AFFAIRS:					6,294.11	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.512.00.202 TRAINING & CONFERENCES								
DUPAGE MAYORS & MANAGERS CON	10700	0		JAN 2018 LEGISLATIVE DINNER KEEHNER	55.00	.00		0225WF
Total 10.512.00.202 TRAINING & CONFERENCES:					55.00	.00		
10.512.01.270 MAINT OF OFFICE EQUIPMENT								
DELL MARKETING LP	10295968280	0		POWEREDGE T640 SERVER	8,689.32	.00		022502
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					8,689.32	.00		
Total MANAGER:					8,744.32	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.513.00.299 OTHER CONTRACTUAL SERVICES								
CIVIC SYSTEMS LLC	CVC17719	0		FISCAL YEAR END CHANGE PROGRAMMIN	2,100.00	.00		0225WF
SIKICH LLP	370723	0	190008	AUDIT SERVICE FOR FYE 12-31-2018	3,000.00	.00		022502
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					5,100.00	.00		
Total FINANCE:					5,100.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.514.00.299 OTHER CONTRACTUAL SERVICES								
RJS GROUP INC	20428	0	190004	CLEANING CD/ED	573.00	.00		022502
RJS GROUP INC	20490	0	190004	CLEANING CD/ED	573.00	.00		022502
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:					1,146.00	.00		
Total COMMUNITY DEVELOPMENT:					1,146.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.515.00.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00496397	0		COPIERS/PRINTERS LEASE; 03/05-04/04	1,647.15	.00		022502
GORDON FLESCH CO., INC	IN12509944	0		COPIER MAINTENANCE	223.50	.00		022502
Total 10.515.00.270 MAINT OF OFFICE EQUIPMENT:					1,870.65	.00		
Total CENTRAL SERVICES:					1,870.65	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.516.00.220 UTILITY - GAS								
NICOR GAS	MT19-030	0		NEW METER INSTALL FOR F82 GENERATOR	2,340.91	.00		022502
Total 10.516.00.220 UTILITY - GAS:					2,340.91	.00		
10.516.00.299 OTHER CONTRACTUAL SERVICES								
ACITELLI HEATING & PIPING	33378	0		SRVC CALL BASEMENT SEAL KIT, VH	588.42	.00		022502
RJS GROUP INC	20428	0	190004	CLEANING VH, PW, PD, PARKS	4,617.00	.00		022502
RJS GROUP INC	20490	0	190004	CLEANING VH, PW, PD, PARKS	4,617.00	.00		022502
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					9,822.42	.00		
Total BUILDINGS & GROUNDS:					12,163.33	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.517.00.299 OTHER CONTRACTUAL SERVICES								
RJS GROUP INC	20428	0	190004	CLEANING METRA STATION	1,031.00	.00		022502
RJS GROUP INC	20490	0	190004	CLEANING METRA STATION	1,031.00	.00		022502
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					2,062.00	.00		
Total COMMUTER PARKING LOT:					2,062.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.518.00.215 SHOP SERVICES								
CINTAS CORPORATION #344	344129337	0		UNIFORM, TOWELS, MATS	59.30	.00		022502
Total 10.518.00.215 SHOP SERVICES:					59.30	.00		
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS								
DUPAGE TIRE & AUTO CENTER INC	146327	0		TIRES FOR POLICE CARS	842.40	.00		022502
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					842.40	.00		
10.518.00.315 INSPECTIONS AND SAFETY TESTS								
SUBURBAN DRIVELINE INC	57293	0		SAFETY TEST-PW67	34.00	.00		022502
SUBURBAN DRIVELINE INC	57317	0		SAFETY TEST-PW16	34.00	.00		022502
SUBURBAN DRIVELINE INC	57318	0		SAFETY TEST-PW27	34.00	.00		022502
SUBURBAN DRIVELINE INC	57319	0		SAFETY TEST-PW23	34.00	.00		022502
SUBURBAN DRIVELINE INC	57322	0		SAFETY TEST-PW1	34.00	.00		022502
SUBURBAN DRIVELINE INC	57323	0		SAFETY TEST-PW62	34.00	.00		022502
SUBURBAN DRIVELINE INC	57326	0		SAFETY TEST-PW65	34.00	.00		022502
SUBURBAN DRIVELINE INC	57343	0		SAFETY TEST-PW19	34.00	.00		022502
SUBURBAN DRIVELINE INC	57346	0		SAFETY TEST-PW97	34.00	.00		022502
SUBURBAN DRIVELINE INC	57348	0		SAFETY TEST-PW14	34.00	.00		022502
SUBURBAN DRIVELINE INC	57363	0		SAFETY TEST-PW13	34.00	.00		022502
SUBURBAN DRIVELINE INC	57369	0		SAFETY TEST-PW31	34.00	.00		022502
SUBURBAN DRIVELINE INC	57431	0		SAFETY TEST-PW29	34.00	.00		022502
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:					442.00	.00		
Total GARAGE:					1,343.70	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.519.00.299 OTHER CONTRACTUAL SERVICES								
B & F CONSTRUCTION CODE SERVIC	11044	0		INSPECTIONS; JAN 2019	546.40	.00		022502
Total 10.519.00.299 OTHER CONTRACTUAL SERVICES:					546.40	.00		
Total ENGINEERING:					546.40	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.520.01.202 TRAINING & CONFERENCES								
ILEAS	CONFERENCE	0		SGT SVARA TO 3/25-26 ILEAS CONF	100.00	.00		022502
Total 10.520.01.202 TRAINING & CONFERENCES:					100.00	.00		
10.520.01.263 POST RETIREMENT BENEFITS								
DE FILIPPIS, BENJAMIN	FEB 2019	0		POST RETIREMENT BENEFIT; FEB 2019	125.00	.00		022502
HEIDELMEIER, JOHN	FEB 2019	0		POST RETIREMENT BENEFIT; FEB 2019	125.00	.00		022502
MCNAMARA, JAMES J	FEB 2019	0		POST RETIREMENT BENEFIT; FEB 2019	125.00	.00		022502
SZKOLKA, JOHN	FEB 2019	0		POST RETIREMENT BENEFIT; FEB 2019	125.00	.00		022502
ZORICH, EDWARD	FEB 2019	0		POST RETIREMENT BENEFIT; FEB 2019	125.00	.00		022502
Total 10.520.01.263 POST RETIREMENT BENEFITS:					625.00	.00		
10.520.08.399 OTHER SUPPLIES								
TRITECH FORENSICS INC	168861	0		GUNBOXES FOR EVIDENCE STORAGE	39.00	.00		022502
Total 10.520.08.399 OTHER SUPPLIES:					39.00	.00		
10.520.09.299 OTHER CONTRACTUAL SERVICES								
DATACOM SOFTWARE	021219	0		ANNUAL UNIFORM COMPLAINT PROGRAM	449.00	.00		022502
ILLINOIS SECRETARY OF STATE	REGRENEWAL	0		REG RENEW;#152 NISSAN ALTIMA	101.00	.00		022502
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					550.00	.00		
10.520.09.301 UNIFORMS								
JG UNIFORMS INC	50905	0		UNIFORMS FOR PT OFFC D.CASH	163.35	.00		022502
Total 10.520.09.301 UNIFORMS:					163.35	.00		
Total POLICE:					1,477.35	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.521.01.263 POST RETIREMENT BENEFITS								
BYRON, MICHAEL	FEB 2019	0		POST RETIREMENT BENEFIT; FEB 2019	125.00	.00		022502
DUSKI, MARK	FEB 2019	0		POST RETIREMENT BENEFIT; FEB 2019	125.00	.00		022502
VICELLI, LOUIS	FEB 2019	0		POST RETIREMENT BENEFIT; FEB 2019	125.00	.00		022502
Total 10.521.01.263 POST RETIREMENT BENEFITS:					375.00	.00		
Total FIRE:					375.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.524.02.299 OTHER CONTRACTUAL SERVICES								
ROY STROM REFUSE REMOVAL INC	0000016353	0		TRASH AND BRUSH REMOVAL	126,548.40	.00		0225WF
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					126,548.40	.00		
Total GARBAGE:					126,548.40	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
10.525.01.210 TELEPHONE								
SALERNO, RICHARD	PHONEREIMBJAN19	0		PERS DEVICE PHONE REIMB; JAN 2019	24.99	.00		022502
SALERNO, RICHARD	PHONEREIMBJAN19	0		USAGE REIMBURSEMENT; JAN 2019	24.99	.00		022502
Total 10.525.01.210 TELEPHONE:					49.98	.00		
10.525.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00496397	0		COPIERS/PRINTERS LEASE; 03/05-04/04	112.82	.00		022502
Total 10.525.01.270 MAINT OF OFFICE EQUIPMENT:					112.82	.00		
10.525.27.341 SALT/CALCIUM CHLORIDE								
DETROIT SALT COMPANY	81477	0		ROCK SALT	2,782.03	.00		022502
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:					2,782.03	.00		
Total STREET:					2,944.83	.00		
Total CORPORATE FUND:					174,545.09	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
29.502.01.299 OTHER CONTRACTUAL SERVICES								
GARDINER KOCH WEISBERG	139061	0		LEGAL SERVICES - N. AVE TIF	1,492.40	.00		0225WF
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:					1,492.40	.00		
Total GENERAL ADMINSTRATION:					1,492.40	.00		
Total TIF 3 FUND - NORTH AVENUE:					1,492.40	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.210508 ESCROW: REC RENTAL DEPOSITS								
ALTOTT, APRIL	79100	0		ROOM RENTAL DEPOSIT REFUND	80.00	.00		022502
Total 35.210508 ESCROW: REC RENTAL DEPOSITS:					80.00	.00		
35.44403 FALL/WNTR/SPRG PROGRAM REV								
TURNER, COLLEEN	79159	0		CLASS CANCELLED	41.00	.00		022502
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:					41.00	.00		
Total :					121.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
35.502.01.202 TRAINING & CONFERENCES								
HANAHAN, KATIE	REIMBURSEMENT	0		IPRA CONFERENCE REIMB; MEAL&TRANSP	19.33	.00		022502
Total 35.502.01.202 TRAINING & CONFERENCES:					19.33	.00		
35.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00496397	0		COPIERS/PRINTERS LEASE; 03/05-04/04	180.51	.00		022502
GFC LEASING	I00496397	0		COPIERS/PRINTERS LEASE; 03/05-04/04	307.16	.00		022502
Total 35.502.01.270 MAINT OF OFFICE EQUIPMENT:					487.67	.00		
35.502.36.299 OTHER CONTRACTUAL SERVICES								
ROCK 'N' KIDS INC	VPWI19	0		CONTRACTUAL EARLY CHILDHOOD PROGR	70.00	.00		022502
SU, ERIC	020619	0		CONTRACTUAL YTH FITNESS PROGRAM	100.80	.00		022502
TUMBLING TIMES INC	01-02	0		CONTRACTUAL TUMBLING PROG	1,600.20	.00		022502
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					1,771.00	.00		
35.502.36.311 PROGRAM SUPPLIES								
DUPAGE COUNTY HEALTH	JU 8290	0		JAN MANDATED DCFS NURSE VISIT	100.00	.00		022502
Total 35.502.36.311 PROGRAM SUPPLIES:					100.00	.00		
Total GENERAL:					2,378.00	.00		
Total RECREATION FUND:					2,499.00	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
36.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00496397	0		COPIERS/PRINTERS LEASE; 03/05-04/04	90.25	.00		022502
Total 36.502.01.270 MAINT OF OFFICE EQUIPMENT:					90.25	.00		
36.502.01.317 OFFICE SUPPLIES								
RUNCO OFFICE SUPPLY	737226-0	0		LETTER SIZE PADS,BANKER BOXES	45.98	.00		022502
Total 36.502.01.317 OFFICE SUPPLIES:					45.98	.00		
36.502.02.306 WALKS, ROADS & PARKING LOTS								
MARTENSON TURF PRODUCTS INC	69005	0		CALCIUM CHLORIDE, VILLAGE BUILDINGS	1,430.00	.00		022502
Total 36.502.02.306 WALKS, ROADS & PARKING LOTS:					1,430.00	.00		
36.502.02.318 PLAYGROUND EQUIPMENT PARTS								
TEAM REIL INC	21627	0		PLAYGRND REPLACEMENT PARTS,TWIN LA	2,509.00	.00		022502
Total 36.502.02.318 PLAYGROUND EQUIPMENT PARTS:					2,509.00	.00		
Total GENERAL:					4,075.23	.00		
Total PARKS FUND:					4,075.23	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
60.502.03.292 ENGINEERING SERVICES								
BAXTER & WOODMAN INC	0204090	0	170056	PHASE 2 DESIGN ENG. SOUTH MICHIGAN, K	1,401.25	.00		022502
Total 60.502.03.292 ENGINEERING SERVICES:					1,401.25	.00		
Total GENERAL:					1,401.25	.00		
Total STREET IMPROVEMENT FUND:					1,401.25	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
68.502.02.201 LEGAL NOTICES								
PADDOCK PUBLICATIONS	5703	0		ADVERTISEMENT FOR BIDS; DH NORTH	202.40	.00		022502
Total 68.502.02.201 LEGAL NOTICES:					202.40	.00		
Total GENERAL:					202.40	.00		
Total STORMWATER BUYOUT FUND:					202.40	.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
82.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00496397	0		COPIERS/PRINTERS LEASE; 03/05-04/04	112.82	.00		022502
GORDON FLESCH CO., INC	IN12509944	0		COPIER MAINTENANCE	7.45	.00		022502
Total 82.502.01.270 MAINT OF OFFICE EQUIPMENT:					120.27	.00		
82.502.01.299 OTHER CONTRACTUAL SERVICES								
DUPAGE COUNTY RECORDER	40013811	0		W,S,G LIEN; 446 N GERARD	11.00	.00		022502
DUPAGE COUNTY RECORDER	40013811	0		W,S,G LIEN; 230 S HARVARD	11.00	.00		022502
DUPAGE COUNTY RECORDER	40013811	0		W,S,G LIEN; 625 S GRANT	11.00	.00		022502
DUPAGE COUNTY RECORDER	40013811	0		W,S,G LIEN; 243 S OAKLAND	11.00	.00		022502
DUPAGE COUNTY RECORDER	40013811	0		W,S,G LIEN; 612 N WISCONSIN	11.00	.00		022502
DUPAGE COUNTY RECORDER	40013811	0		W,S,G LIEN; 121 S EUCLID	11.00	.00		022502
DUPAGE COUNTY RECORDER	400138111	0		W,S,G LIEN; 920 S SUMMIT	11.00	.00		022502
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					77.00	.00		
82.502.01.317 OFFICE SUPPLIES								
QUILL CORPORATION	4962912	0		FILE STORAGE,BLUE FILE FLDRS,HANGTUF	200.97	.00		022502
Total 82.502.01.317 OFFICE SUPPLIES:					200.97	.00		
82.502.01.321 PURCHASE OF WATER								
DUPAGE WATER COMMISSION	JAN2019WATER	0		WATER COSTS; JAN 2019	223,643.68	.00		022502
Total 82.502.01.321 PURCHASE OF WATER:					223,643.68	.00		
82.502.02.293 LABORATORY TESTING								
PDC LABORATORIES INC	I9354701	0		DBP SAMPLES	580.00	.00		022502
Total 82.502.02.293 LABORATORY TESTING:					580.00	.00		
82.502.02.299 OTHER CONTRACTUAL SERVICES								
ASSOCIATED TECHNICAL SERVICES	31006	0		EMERGENCY LEAK DETECTION;STCHARLE	700.00	.00		022502
ASSOCIATED TECHNICAL SERVICES	31041	0		EMERGENCY LEAK DETECTION;611 N ARD	700.00	.00		022502
BACKFLOW SOLUTIONS INC	3334	0		ANNUAL BACKFLOW CONTRACT	10,528.35	.00		022502
POSTMASTER VILLA PARK	PERMIT 491-001	0		FUNDS FOR PERMIT 491-001 SURVEY	100.00	100.00	02/13/2019	0213INT
TRI-R SYSTEMS INC	004801	0		REPAIR 2 TRANSDUCERS AT HOME AVE STA	3,590.00	.00		022502
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					15,618.35	100.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
Total GENERAL:					240,240.27	100.00		
Total WATER SUPPLY FUND:					240,240.27	100.00		

Vendor Name	Invoice Number	Activity	PO Number	Description	Invoice Amt	Amount Paid	Date Paid	Batch
83.502.01.270 MAINT OF OFFICE EQUIPMENT								
GFC LEASING	I00496397	0		COPIERS/PRINTERS LEASE; 03/05-04/04	112.82	.00		022502
Total 83.502.01.270 MAINT OF OFFICE EQUIPMENT:					112.82	.00		
83.502.01.271 MAINT OF RADIO EQUIPMENT								
GORDON FLESCH CO., INC	IN12509944	0		COPIER MAINTENANCE	7.45	.00		022502
Total 83.502.01.271 MAINT OF RADIO EQUIPMENT:					7.45	.00		
83.502.02.399 OTHER SUPPLIES								
USA BLUEBOOK	790782	0		TRACING DYE FOR SEWERS	107.52	.00		022502
Total 83.502.02.399 OTHER SUPPLIES:					107.52	.00		
83.502.04.292 ENGINEERING SERVICES								
BAXTER & WOODMAN INC	0204090	0	170056	PHASE 2 DESIGN ENG. SOUTH MICHIGAN, K	1,401.25	.00		022502
Total 83.502.04.292 ENGINEERING SERVICES:					1,401.25	.00		
Total GENERAL:					1,629.04	.00		
Total WASTEWATER FUND:					1,629.04	.00		
Grand Totals:					426,084.68	100.00		

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	174,545.09
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	1,492.40
RECREATION FUND	
Total RECREATION FUND:	2,499.00
PARKS FUND	
Total PARKS FUND:	4,075.23
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	1,401.25
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	202.40
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	240,240.27
WASTEWATER FUND	
Total WASTEWATER FUND:	1,629.04
Grand Totals:	426,084.68

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

DATE .... APPROVED BY ....

....

....

Amount Paid

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "022502","0225WF","0213INT"

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Kelly Kuechle
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section:

Subject:
Minutes from the Board Meeting Held on February 25, 2019

Suggested Action:

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
Minutes Feb 25, 2019

Next Ordinance No: 4072
Next Resolution No: 19-15

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

Village Board of Trustees

February 25, 2019 **7:00 PM**

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 25, 2019

PRESENT:	Trustees Cilella, Cuzzone, Kase, Tucker, Wagner and President Bulthuis.
ALSO PRESENT:	Attorney Orr, Manager Keehner and Clerk Korynecky.
ABSENT:	Trustee Aiello.

1. Call to Order - Roll Call.
President Bulthuis called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.
President Bulthuis led the Pledge of Allegiance and Trustee Wagner said the prayer.

3. Public Comments on Agenda Items.
There were no participants.

4. Amendments to the Agenda.

5. Consent Agenda.
5.a. Bills for the Weeks of February 11 and 18, 2019 in the Total Amount of $235,096.59.
5.b. Minutes from the February 11, 2019 Board Meeting.
5.c. Minutes from the February 18, 2019 Special Board Meeting.
Motion to approve Consent Agenda was made by Trustee Cilella and seconded by Trustee Tucker. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Cuzzone, Kase, Wagner, Tucker, Cilella and President Bulthuis. There were no nays. Motion carried.

6. Discussion.
Village Staff is Seeking Direction Relative to a Zoning Code Text Amendment.
Staff is seeking direction from the Village Board to publish for a text amendment before the Zoning & Planning Commission relative to electronic billboards. This item is a result of Ordinance #3617 that was approved in 2019, but never codified, and changed both the Municipal Code and Zoning Code by adding in requirements/guidelines for electronic billboards. As Ordinance #3617 was never codified, it was repealed through the adoption of the new amended Villa Park zoning ordinance and official zoning map in June of 2018.
Some discussion ensued. Community Development Director Grill provided additional information and responded to questions from the board. Attorney Orr also provided clarification.

7. First Reading on Ordinances to be Codified.
First Reading of an Ordinance Amending the Municipal Code of the Village of Villa Park, DuPage County, Illinois, Adding a Prohibition of Service to Debtors of the Village.

To decrease outstanding funds owed to the Village and to increase revenue, it is recommended that debtors of the Village shall not be entitled to any service, permit, license or other Village action or approval unless that debt is paid in full, except for water, sewer and garbage service or any emergency Village service such as from the Police or Fire Departments. It is recommended that Chapter 2, Article II of the Village of Villa Park Municipal Code be amended to reflect the prohibition of these services to debtors of the Village.
Some discussion ensued. Attorney Orr provided clarification.

8. Second Reading on Ordinances to be Codified.

8.a. Second Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Adding Cannabis Dispensing Organizations as Special Uses in the Villa Park Zoning Ordinance's C-3 Service Business District.
The Zoning & Planning Commission and Village staff recommend approval of a text amendment to the Zoning Ordinance that adds Cannabis Dispensing Organizations as Special Uses in the C-3 Service Business Districts. These districts are primarily along North Avenue and Roosevelt Road.
Motion to approve the ordinance was made by Trustee Wagner and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kase, Cuzzone, Tucker, Wagner, Cilella and President Bulthuis. There were no nays. Motion carried.

8.b. Second Reading of an Ordinance of the Village of Villa Park, DuPage County, Illinois, Establishing the Number of Liquor Licenses Issued or Renewed at the Beginning of the 2019 License Year.
Recent changes to Village Code state that a liquor license is automatically removed when a license holder closes their business or when the business is sold. As such, it is good practice to adopt an ordinance annually after the renewal process (January 1) to clarify the number of liquor licenses that are currently in place. This ordinance also adds new licenses for May's Lounge, 100 E. Roosevelt Road, Suite 5, for Tacos & Cemitas Poblana, Inc., 345 W. North Avenue and the Community Curling Club, Inc., 146 E. Roosevelt Road.
Motion to approve the ordinance was made by Trustee Wagner and seconded by Trustee Cuzzone. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Cilella, Tucker, Kase, Wagner, Cuzzone and President Bulthuis. There were no nays. Motion carried.

9. Ordinances.

9.a. Ordinance of the Village of Villa Park, DuPage County, Illinois, Authorizing Publication of the 2019 Zoning Map.
Each year, the Village is required to publish its Zoning Map by March 31st. As no changes have been made to the map approved last summer as part of the new Zoning Ordinance and Map, this map is identical to the 2018 map.
Motion to approve the ordinance was made by Trustee Cuzzone and seconded by Trustee Wagner. Trustee Tucker asked for clarification. President Bulthuis provided the information. Roll call vote tallied six (6) ayes made by Trustees Cilella, Tucker, Kase, Cuzzone, Wagner and President Bulthuis. There were no nays. Motion carried.

10. Resolutions.

10.a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with EarthWerks Land Improvement and Development Corporation of Batavia, Illinois, for Construction of the Jackson Pond Outlet *Project in an Amount Not to Exceed $305,718.*
To lessen the frequency and severity of flooding in the northwest portion of the Sugar Creek watershed, the Village proposes several stormwater projects that make modifications to the Jackson Pond stormwater detention basin. One of these projects is Phase 2, know as the Jackson Pond Outlet Project which involves the installation of a new storm sewer outlet pipe for the existing Jackson Pond stormwater detention basin. This reinforced pipe, ranging in size from 18-24 inches in diameter, would be placed underground from the existing Jackson Pond stormwater detention basin, through Jackson Pond and the vacant parcel on Leslie Lane and along Leslie Lane and Willowcrest Drive until being connected to the existing storm sewer on Willowcrest Drive. EarthWerks Land Improvement and Development Corporation of Batavia, Illinois, submitted the lowest bid for the project in the amount of $305,718. Funding would be taken from Stormwater Fund account number 68.502.10.299.
Motion to approve the resolution was made by Trustee Kase and seconded by Trustee Wagner. Trustee Tucker asked for clarification of the Jackson Pond projects. Deputy Director of Public Works Salerno explained the type of work being done on the two projects by the same contractor. Trustee Cilella asked for details on the pipe being installed. Deputy Director Salerno provided details of the reinforced pipe and its location. Trustee Kase asked if this project will resolve flooding issues on Leslie Lane. Deputy Director

Salerno confirmed that it would. Trustee Cuzzone asked about the pipe currently in place. Deputy Director Salerno said it will stay in place until Jackson Pond is expanded. Roll call vote tallied six (6) ayes made by Trustees Cuzzone, Cilella, Wagner, Kase, Tucker and President Bulthuis. There were no nays. Motion carried.

10.b. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Christopher B. Burke, Engineering, Ltd. (CBBEL) of Rosemont, Illinois, for Phase III Construction Engineering of the Jackson Pond Outlet Project in an Amount Not to Exceed $31,259.
As part of the Jackson Pond Outlet Project, approval of an engineering services agreement with Christopher B. Burke Engineering, Ltd. (CBBEL) of Rosemont, Illinois, is recommended for Phase III construction engineering of this project. CBBEL has submitted a proposal to the Village to provide engineering services for the Jackson Pond Outlet Project in an amount not to exceed $31,259. Funding would be taken from Stormwater Fund account number 68.502.10.292.
Motion to approve the resolution was made by Trustee Wagner and seconded by Trustee Kase. Trustee Tucker asked about a change order and a project approved in November 2018. Deputy Director Salerno explained that this is a different project. Roll call vote tallied six (6) ayes made by Trustees Cuzzone, Cilella, Kase, Wagner, Tucker and President Bulthuis. There were no nays. Motion carried.

11. Public Comments on Non-Agenda Items.
There were no participants.

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

13. Village Trustees' Report.
Trustee Cilella announced Easter Seals' annual Run for the Kids fundraiser event on May 4th that is open to the public. For more information, log on eastersealsdfvr.org.
Trustee Cuzzone referred to Yesvillapark.com, a new Village website rolled out by the Economic Development Commission in association with the Economic Development Department that promotes Villa Park.
Trustee Kase had no report or recommendations.
Trustee Tucker had no report or recommendations.
Trustee Wagner said the Environmental Concerns Commission will meet on February 28 at 7 p.m. at Village Hall. The commission will present their Green Champion Award in April to an individual who is championing environmental issues. The deadline for nominations is March 15. He also commended the Community Pride Commission and Environmental Concerns Commission for partnering in a recycling event called Clean Sweep on May 18 from 9 a.m. to 1 p.m.

14. Village President's Report.
President Bulthuis reminded residents that the next Formal Board Meeting will be on March 11 at 7 p.m. at Village Hall. He also encouraged residents to check out the Village information on Yesvillapark.com.

15. Village Manager's Report.
Manager Keehner had no report.

16. Executive Session.
Pursuant to the General Provisions of the Open Meetings Act:
a. 5ILCS 120/2 (c)(1) Personnel Matters
b. 5ILCS 120/2 (c)(2) Collective Bargaining Matters
c. 5ILCS 120/2 (c)(5) Purchase of Lease of Property
d. 5ILCS 120/2 (c)(6) Sale or Lease of Property
e. 5ILCS 120/2 (c)(11) Pending Litigation
f. 5ILCS 120/2 (c)(21) Discussion of Closed Session Minutes

Motion to approve Executive Session was made by Trustee Wagner and seconded by Trustee Cilella. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kase, Cuzzone, Tucker, Cilella, Wagner and President Bulthuis. There were no nays. Motion carried.

17. Adjournment.

Motion to adjourn was made by Trustee Cuzzone and seconded by Trustee Wagner. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 8:12 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting is March 11, 2019

Agenda Item No:

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Kevin Wachtel
Submitting Department: Finance Department
Item Type: Ordinances
Agenda Section:

Subject:
Second and Final Reading of an Ordinance Amending the Municipal Code of the Village of Villa Park, DuPage County, Illinois, Adding a Prohibition of Service to Debtors of the Village

Suggested Action:
To decrease outstanding funds owed to the Village and to increase revenue, it is recommended that debtors of the Village shall not be entitled to any service, permit, license, or other Village action or approval unless that debt is paid in full, except for water, sewer, and garbage service or any emergency Village service such as from the Police or Fire Departments. It is recommended that Chapter 2, Article II of the Village Park Municipal Code be amended to reflect the prohibition of these services to debtors of the Village.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
MEMO - Debtors Ordinance

ORD - Debtors of Village

Memo

Date: February 18, 2019

To: President Bulthuis and Board of Trustees

Cc: Village Manager Keehner

RE: Debts Due and Owing the Village

From time to time, businesses or residents seek Village services while they owe the Village for prior services that have been performed. For example, we may bill a business for police protection services, and they may not pay that bill in a timely manner. The attached ordinance would allow the Village to deny non-emergency services for businesses or residents that currently owe the Village money for prior services rendered.

This ordinance does not allow the Village to terminate water, sewer, or garbage service, or to deny police or fire emergency services.

Here are some examples where this ordinance could be utilized:

- A business owes the Village money for prior police service (needed special patrols).
- A developer owes the Village for out of pocket costs for Stormwater review for a project that was never completed.
- A resident does not make required payments for their sidewalk replacement program.
- A business is late in paying their places for eating taxes.
- A resident has unpaid parking tickets.
- A house-flipping contractor owes for citations for construction without a permit.

In these situations, the Village could withhold future permit reviews, building permits, parking permits, recreation registrations, or liquor license applications until their debts have been paid.

<u>Recommended Action</u>
To decrease outstanding funds owed to the Village and to increase revenue, it is recommended that debtors shall not be entitled to any service, permit, license, or other Village action or approval unless that debt is paid in full, except for water and sewer service or any emergency Village service such as from the Police or Fire Departments. It is recommended that Chapter 2, Article II of the Village Park Municipal Code be amended to reflect the prohibition of these services to debtors of the Village.

Ordinance No. __

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE VILLAGE OF VILLA PARK, ILLINOIS, ADDING A PROHIBITION OF SERVICE TO DEBTORS OF THE VILLAGE

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

Section 1: Article II of Chapter 2 of the Villa Park Municipal Code is hereby amended by adding Section 2-211 to read as follows:

"Sec. 2-211. – Debts due and owing the Village

Any person, partnership, corporation or other entity ("Debtor") owing any fine, penalty, cost, tax, user charge, fee, judgment, financial contractual obligation or any other debt to the Village or any person, partnership, corporation or entity under the control of such Debtor, shall not be entitled to any Village service, permit, license or other Village action or approval unless that debt is paid in full.

This section shall not prohibit any emergency Village services to a Debtor such as from the Police or Fire Departments, or life safety services such as water, sewer or refuse service."

Section 2: If any Section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 3: This Ordinance shall be in full force and effect commencing May 1, 2019 after its passage, approval, and publication as provided by law.

Passed this _____ day of ___________, 2019.

AYES: _______________

NAYS: _______________

ABSENT: _______________

Approved this _____ day of __________, 2019.

____

Village President

Attest:

____
Village Clerk

Published in pamphlet form:

_________________, 2019

Agenda Item No:7a.

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Joe Wywrot
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section:

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Easement Agreement Granting Permanent and Temporary Easements to the Village of Villa Park (405 South Riverside Drive) in an Amount Not to Exceed $2,400

Suggested Action:
The construction of a separate storm sewer on Highland Avenue between Monterey Avenue and Riverside Drive is proposed. In order to connect the proposed storm sewer into an existing outfall, the storm sewer would need to extend across the private property at 405 South Riverside Drive. In support of the DuPage County Stormwater Ordinance, the necessary permanent and temporary easement documents have been prepared by the Village and signed by the property owner, however the easements must be accepted by the Board before work can begin. It is requested that the Village Board accept the easements and approve payment in the amount of $2,400 to the property owner at 405 South Riverside Drive. Payment for this easement would be taken from Wastewater Fund account number 83.502.02.401.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
MEMO - 405 S Riverside Easement

RESO - Easement Agreement 405 S Riverside

405 S Riverside Signed Easement - 2019-02-28

405 S Riverside Map

Departmental Correspondence

Date: March 1, 2019

To: Rich Keehner, Jr., Village Manager

From: Joe Wywrot, Interim Civil Engineer

RE: Consider a resolution approving an easement agreement granting permanent and temporary easements to the Village of Villa Park (405 South Riverside Drive)

STATEMENT OF PURPOSE

The Village of Villa Park intends to construct a separate storm sewer on Highland Avenue between Monterey Avenue and Riverside Drive. In order to connect the proposed storm sewer into an existing outfall the proposed storm sewer will need to extend across private property at 405 South Riverside Drive. The DuPage County Stormwater Ordinance requires all major and minor stormwater systems to be located within easements. The necessary permanent and temporary easement agreement has been prepared by the Village and signed by the property owner. An acceptance of the easements by the Village is required before work can begin.

INVESTIGATION

The 2015 flood study prepared by Christopher B. Burke Engineering, Ltd. called for a combined sewer separation project in the vicinity of Washington Street and Monterey Avenue to mitigate flooding issues in that area. A new storm sewer is proposed for construction along these roadways, with the new sewer extending east along Highland Avenue where it would connect to an existing sewer at Riverside Drive. Due to several existing large diameter sewers located on Highland Avenue, the new storm sewer must cross the northwest corner of the property at 405 S Riverside Drive before making connection to an existing sewer.

The easement agreement allows the Village to temporarily access a larger portion of the property for the construction of the proposed storm sewer and permanently access a smaller portion of the property to inspect and maintain the new storm sewer. There is a large tree located within the boundary of the permanent easement that must be removed in order to construct the sewer. The appraised value of the tree is $2400. The property owner has agreed to grant the permanent and temporary easements in consideration for receiving the value of the tree.

A formal acceptance of the easements by the Village is required before it can be recorded.

RECOMMENDATION

Public Works Staff requests that the Village Board approve payment of $2400.00 (Account No. 83.502.02.401) for the permanent and temporary easements and accept the grant of easements from the property owner at 405 South Riverside Drive.

Pc: Vydas Juskelis, Public Works Director
File – Engineering

Resolution No. _____

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING AN EASEMENT AGREEMENT GRANTING PERMANENT AND CONSTRUCTION EASEMENTS TO THE VILLAGE OF VILLA PARK, ILLINOIS
(405 South Riverside Drive)

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

WHEREAS, Karol A. Gora (the "*Grantor*") owns certain property located in the Village commonly known as 405 South Riverside Drive (the "*Property*"); and,

WHEREAS, the Village has requested that the Grantor grant it certain easements to construct public utility and drainage improvements at the northwest corner of the Property (the "*Project*") in compliance with the Villa Park Municipal Code; and,

WHEREAS, the Grantor agrees to grant the Village a permanent public utility and drainage easement for the Village's proposed Project and a temporary construction easement to facilitate the construction of the Village Project in accordance with the terms and conditions as set forth in an Easement Agreement by and between the Village and the Grantor.

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

Section 1: That the Easement Agreement Granting Permanent and Construction Easements to the Village of Villa Park, Illinois, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized to execute and deliver said Agreement on behalf of the Village.

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

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

AYES:

NAYS:

ABSENT:

APPROVED this _____day of _____, 2019

____
Village President

Attest: __________________________
Village Clerk

EASEMENT AGREEMENT GRANTING PERMANENT AND CONSTRUCTION EASEMENTS TO THE VILLAGE OF VILLA PARK, ILLINOIS

This Easement Agreement (the "Agreement") is made and entered into this 11th day of March, 2019 by and between the Village of Villa Park, an Illinois municipal corporation, 20 South Ardmore, Villa Park, Illinois 60181 (hereinafter referred to as the "Village") and KAROL A. GORA, 405 S. Riverside Drive, Villa Park, Illinois 60181 (hereinafter referred to as "Grantor").

WITNESSETH

WHEREAS, Grantor is the owner of property legally described as:

The South 51 feet of the North 84 feet (except the East 100 feet thereof) of Lot 187 in Villa Park, a subdivision in Sections 3 and 10, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

PIN: 06-10-403-001-0000
Commonly known as: 405 South Riverside Drive, Villa Park, Illinois; and,

WHEREAS, the Village desires to construct public utility and drainage improvements across the northeast corner of the property (the "Project") in compliance with the Villa Park Municipal Code; and,

WHEREAS, the Grantor agrees to grant the Village easements for the Village's proposed Project and to grant temporary construction easements to facilitate the construction of the Village Project.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the sum of $2400.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Village agree as follows:

1. That the statements and representations set forth in the WHEREAS clauses above are incorporated into and made a part of this Agreement as though fully set forth.

2. Grantor hereby grants and conveys to the Village:

   A. A permanent public utility and drainage easement as provided in the Villa Park Municipal Code over, under and through the property legally described as:

The South 10.0 feet of the North 43 feet (except the East 220 feet thereof) of Lot 187 in Villa Park, a subdivision in Sections 3 and 10, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

Containing 0.007 acres or 300 square feet, more or less hereinafter referred to as the "Utility and Drainage Easement".

B. A temporary construction easement for a period of three years from the date of this Agreement or on the completion of the proposed Project upon, across and through the property legally described as:

The South 5.0 feet of the North 48 feet (except the East 220 feet thereof) of Lot 187 in Villa Park, a subdivision in Sections 3 and 10, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois.

Containing 0.003 acres or 150 square feet, more or less hereinafter referred to as the "Temporary Construction Easement".

Both easements may also be described as the "Easement Premises", and are further described as shown on the attachment titled "Easement Exhibit 405 Riverside Drive".

3. Grantor warrants that he has complete authority, direction, power, and title to execute this Agreement for the uses and purposes herein set forth.

4. The Village agrees that the installation of all improvements for the Project shall be done in compliance with the Villa Park Municipal Code, in a good and workmanlike manner and all at the sole expense of the Village.

5. The Village agrees that it will save and shall hold Grantor harmless from all damages, costs, or liabilities suffered because of injury to or death of any person or persons or damage to property, that may arise out of or as a consequence of the negligence of the Village or its authorized agents, or employees in working within the Easement Premises. As a prerequisite to any recovery therefore from the Village, Grantor shall give written notice to the Village within 30 days of any such claim or the commencement of any such action, suit or notice thereof.

6. The Village's contractor shall install temporary fencing along the Easement Premises during construction of the Project and the contractor shall limit any construction activities within the fenced easement areas that is necessary for completion of work for the Project and shall take all reasonable care to avoid any damage or to disturb any area within the Easement Premises that is not necessary for construction of the Project.

7. The Project will by necessity require the removal of a mature pine tree from the Easement Premises. Upon completion of the installation of the improvements, the Village agrees to restore all areas disturbed by construction of the Project by grading and placing topsoil and sod. The tree will not be replaced.

8. Grantor reserves the right to use the Easement Premises for any lawful purposes which will not interfere, obstruct, or be inconsistent with the Village's use of the Easement Premises provided the Grantor shall not without the expressed written approval of the Village erect or construct any structure on said Easement Premises.

9. The Village agrees that it shall not allow to be recorded on Grantor's property any lien arising out of its use of the easements. In the event of any such notice of lien or lien, the Village shall protect and indemnify Grantor against any loss, cost, expense or damage resulting therefrom.

10. The Village shall maintain in effect and pay for its insurance coverages currently with the Intergovernmental Risk Management Agency (IRMA) covering its use within the Easement Premises.

11. Nothing contained in this Agreement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Premises to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of the Grantor and Village that this Agreement shall be strictly limited to and for the purposes expressed herein with no intended third party beneficiaries of this Agreement.

12. All rights and obligations of the Grantor and the Village respectively, hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns and all terms and conditions herein shall run with the property.

IN WITNESS WHEREOF, the Grantor and Village have caused this Agreement to be executed effective the date and year hereinabove stated.

GRANTOR:

Karol A. Gora

STATE OF ILLINOIS)
) SS
County of DuPage)

I, Susan Cartwright, a Notary Public in and for said County and State, do hereby certify that KAROL A. GORA personally known to me to be the same person whose name is subscribed to the foregoing instrument as Grantor, appeared before me this day in person and, being duly sworn, acknowledge that they signed for the uses and purposes therein set forth, and that he was duly authorized to execute the said instrument. 102

Given under my hand and seal, this 27th day of FEBRUARY, 2019.

Susan L. Cartwright
Notary Public

My Commission expires: 05/06/20

OFFICIAL SEAL
SUSAN L CARTWRIGHT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/06/20

VILLAGE OF VILLA PARK:

____
Village President

Attest:

____
Village Clerk

STATE OF ILLINOIS)
) SS
County of DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that: Albert Bulthuis, personally known to me to be the Village President of the Village of Villa Park, and, Hosanna Korynecky, personally known to me to be the Village Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ______ day of ____________, 2019.

____
Notary Public

My Commission expires: ______________________

This document prepared by:

James W. Binninger
Village Attorney
Kathleen Field Orr & Associates
53 W. Jackson Blvd. Suite 964
Chicago, Il 60604

After recording mail to:

Village Clerk
Village of Villa Park
20 South Ardmore
Villa Park, IL 60181

N

0 20
SCALE IN FEET

PIN NO.
06–10–403–001

CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road
Suite 600, Rosemont, Illinois 60018
(847) 823-0500

EASEMENT EXHIBIT 405 RIVERSIDE DRIVE
IN
VILLAGE OF VILLA PARK, ILLINOIS
PREPARED FOR
VILLAGE OF VILLA PARK

CALC.	KJR	PROJECT NO. 140092.00008
DWN.	AJK	SHEET 1 OF 1
CHKD.	JRM	DRAWING NO.
SCALE:	1"=20'	EASE140092_08A
DATE:	06-04-2018	

N:\VILLA PARK\140092.00008\SURVEY\EASE140092_08A.EXH

CHRISTOPHER B. BURKE
ENGINEERING, LTD.
9575 West Higgins Road
Suite 600, Rosemont, Illinois 60018
(847) 823-0500

EASEMENT EXHIBIT 405 RIVERSIDE DRIVE
IN
VILLAGE OF VILLA PARK, ILLINOIS
PREPARED FOR
VILLAGE OF VILLA PARK

CALC.	KJR	PROJECT NO. 140092.00008
DWN.	AJK	
CHKD.	JRM	SHEET 1 OF 1
SCALE:	1"=20'	DRAWING NO. EASE140092_08A
DATE:	06-04-2018	

N:\VILLAPARK\140092.00008\SURVEY\EASE140092_08A.EXH

Agenda Item No:7b.

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Rich Salerno
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section:

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Accepting a Proposal to Purchase a 2019 Ford F-250 Super Cab Truck from Landmark Ford, Inc. in an Amount Not to Exceed $38,847

Suggested Action:
Existing vehicle #65, a 2006 Ford F-250, is scheduled for replacement in the Village's CY 2019 budget. Staff requests authorization to purchase one (1) 2019 Ford F-250 Super Cab 4WD truck through the State of Illinois Central Management Services Joint Purchasing Program from Landmark Ford of Springfield, Illinois, in an amount not to exceed $38,847. Funding for this purchase is budgeted in Equipment Replacement Fund account number 65.502.02.401. Due to its poor condition, existing vehicle #65 would be sold at auction.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
MEMO - Vehicle #65 Purchase

RESO - Vehicle #65 Purchase

Existing Vehicle #65 Photos

New Vehicle #65 Price Quote

New Vehicle #65 State Purchase Master Contract

Memorandum

To: Vydas Juskelis, Director of Public Works

From: Rich Salerno, Deputy Director of Public Works

Date: March 5, 2019

Re: Consider Joint Purchase for Replacement of Vehicle #65

STATEMENT OF PROBLEM

Existing Vehicle #65, a 2006 Ford F-250, is scheduled for replacement in the Village's CY 2019 budget.

INVESTIGATION OF PROBLEM

The criteria for replacement of this vehicle were based primarily on age and condition. The vehicle is currently 13 years old, and is in poor condition. Portions of the fenders are rusted through and are beyond repair. Please see the attached pictures. The truck is also having mechanical issues with the transmission. The vehicle's replacement has been discussed by Public Works and Fleet Maintenance staff.

The existing vehicle is currently used for daily utility operations within the water and wastewater divisions of Public Works. It is also used for snow plowing dead-end routes in the winter season. The new vehicle would be used for the same purposes. Additional warning lights would also be installed on it due to the frequent stops it makes. This vehicle comes with the standard warranty of 3 years, 36,000 mile bumper to bumper and a 5 year 60,000 mile powertrain warranty. The 2006 Ford F-250 truck would be auctioned and removed from the Village's fleet due to its condition.

RECOMMENDATION

Staff respectfully requests authorization to purchase one (1) 2019 Ford F-250 Super Cab 4WD truck through the State of Illinois Central Management Services Joint Purchasing Program from Landmark Ford of Springfield, Illinois, for a total amount of $38,847.00. Funding would be taken from Equipment Replacement Fund account number 65.502.02.401.

RESOLUTION NO. ___

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, ACCEPTING A PROPOSAL TO PURCHASE A 2019 FORD F-250 SUPER CAB TRUCK FROM LANDMARK FORD INC. IN AN AMOUNT NOT TO EXCEED $38,847

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

WHEREAS, the State of Illinois Department of Central Management Services has a Joint Purchasing Program that requires that governmental units desiring to participate in the joint purchase of a 2019 Ford F-250 super cab 4WD truck to participate in the State of Illinois Purchase Contract #4018300 from Landmark Ford, Inc., and submit a Joint Purchasing Requisition no later than October 4, 2019; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the citizens of the Village of Villa Park to use the State of Illinois' Purchase Contract #4018300 for the purchase of one (1) 2019 Ford F-250 super cab 4WD truck for a total amount of $38,847.00.

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

<u>Section 1:</u> That pursuant to Joint Purchasing Contract #4018300, the Village Manager is hereby authorized to issue a purchase order to Landmark Ford, Inc., Springfield, Illinois, for one 2019 Ford F250 Super Cab 4WD drive truck as described in the attached proposal from Landmark Ford, Inc., attached hereto as Exhibit A, in an amount not to exceed $38,847.00.

<u>Section 2:</u> This resolution shall be in full force and effect from and after its passage

Resolution No. __________

and approval according to law.

PASSED AND APPROVED THIS _______ DAY OF ________________, 2019.

VILLAGE OF VILLA PARK

____
President, Village of Villa Park

ATTEST:

____
Clerk, Village of Villa Park

ADOPTED this _______ day of _______________________, 2019, pursuant to a roll call

vote as follows:

AYES: ____

NAYS: ____

ABSENT: ____

ABSTAINING: ____

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

DATE: Feb 5,2019

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: Village Of Villa Park

2019 Ford F-250 State contract # 4018300	$ 20,940.00
4x4 option	2,453.00
Super-cab option 8' bed	2,598.00
Limited slip axle	359.00
Snowplow prep package	79.00
Intergrated brake controller	249.00
Power Equipment group	915.00
Cab steps super-cab	370.00
AM/FM stereo with sync	550.00
LT245/75Rx17E all terain tires	165.00
Spray-in bed liner	595.00
Upfitter switches	165.00
CD rom service manual	249.00
Rustproof/undercoat	389.00
Strobe lights front & rear LED	795.00
3 Extra keys at 45.00	135.00
Sub total	31,006.00
OTHER	
TOTAL	

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve DeckerPh 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

DATE: Feb 5,2019

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: Village Of Villa Park

Truck #65

2019 Ford F-250 State contract # 4018300	continued
Delivery to Villa park	275.00
Lic & title M-Plate	175.00
110 volt outlet	75.00
Vinyl bucket seats with mini console	355.00
Weather quard window protector	389.00
Strobe bar mounted on Window protector	572.00
Western 8' pro plus snow plow	5,775.00
Rubber snow deflector for snow blade	225.00

Sub total	38,847.00
OTHER	
TOTAL	**$ 38,847.00**

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve DeckerPh 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS

BidBuy ILLINOIS ePROCUREMENT

Master Blanket Purchase Order PSD4018300

Header Information

Purchase Order Number:	PSD4018300	**Release Number:**	0	**Short Description:**	MC VEHICLES, MEDIUM-DUTY TRUCKS
Status:	3PS - Sent	**Purchaser:**	Jack Eck	**Receipt Method:**	Quantity
Fiscal Year:	2017	**PO Type:**	Blanket	**Minor Status:**	
Organization:	CMS - Central Management Services				
Department:	BOSS41610 - Strategic Sourcing	**Location:**	AG001 - Strategic Sourcing	**Type Code:**	Competitive Sealed Bidding
Alternate ID:	9100000351	**Entered Date:**	10/26/2016 12:00:00 AM	**Control Code:**	
Days ARO:	7	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	Always				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:		**Tax Rate:**		**Actual Cost:**	$0.00
Agency Reference Number:					
Bulletin Reference Number:	228356				
Publication Date:	07/26/2016				
Special Procurement Type:					
Is this subject to Small Business Set Aside?:	No				
Are there any items on this PO on the current CPO Approved ICI List?:	No				
Actual Contract Begin Date:	10/05/2016				
Actual Contract End Date:	10/04/2019				
Date Contract Executed:					
Number of Renewals (number of times you can renew):	0				
Fiscal Year of Obligation:	2019				
Master Contract?:	Yes				
Original/ Old Contract/PO Number:	PSD4018300				
Subcontractor Utilization:	No				
Subcontractor Disclosed?:	No				
Travel Indicator:	No				
Fixed Price?:	No				
Advanced Payment?:	No				
Incoterm Key:					
Incoterm Location (City):					
Usage % Alert:					

115

Validity Alert (Days):

SAP Vendor Number: 9000532161

Full SAP Contract Value: $9,999,999.00

No-Cost Contract?: No

Release Begin Date:

Release End Date:

Agency Attachments: PSD4018300.pdf
ContractRenewalWithSignaturesLandmark_Redacted.pdf

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: V00002747 - Landmark Ford Inc.
2401 Prairie Crossing
Springfield, IL 62711
US

Payment Terms:

Shipping Method:

Shipping Terms:

Freight Terms:

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to rentals@landmarkauto.com at 12/05/2017 08:11:35 AM	
Change Order 2	Emailed to rentals@landmarkauto.com at 01/23/2018 03:02:29 PM	09/25/2018 08:42:58 AM
Change Order 3	Emailed to rentals@landmarkauto.com at 10/11/2018 11:10:15 AM	10/15/2018 01:03:27 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00002747	Landmark Ford Inc.	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/06/2016 **Master Blanket/Contract End Date:** 10/04/2019

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$5,004,997.00	$0.00
416CMS - CMS - Central Management Services	BOSS41610 - Strategic Sourcing	$0.00	$0.00	$0.00

Item Information

1-5 of 58

1 2 3 4 5 6 7 8 9 10

116

Print Sequence # 1.0, Item # 1: TRUCK, PICKUP, 4 X 2, 9,950 LB. GVWR (MIN.), REG. CAB, 8' BED, GASOLINE FLEXIBLE FUEL ENGINE BASIC UNIT TO INCLUDE: 1. ALL STANDARD EQUIPMENT, NO DELETIONS 2. GVWR: 9,950 LBS. (MIN) 3. ENGINE: GASOLINE, V-8, FLEXIBLE FUEL 4. AUTOMATIC TRANSMISSION 5. TIRES: ALL SEASON TRUCK-TYPE, FRONT, REAR, AND 3PS - Sent

SPARE W/CARRIER 6. BRAKES: 4-WHEEL DISC, ANTI-LOCK 7. FOLD-AWAY EXTERIOR MIRRORS 8. 12V POWER POINT 9. RADIO - AM/FM STERO (MIN) 10. AIR CONDITIONING 11. INTERMITTENT WIPERS 12. FACTORY TOW PACKAGE, 7-WIRE TRAILER HARNESS, 4/7 PIN CONNECTOR, CLASS V HITCH RECEIVER (MIN) MFR.ORDER CUT-OFF DATE: DATE PENDING DELIVERY: 80-110 DAYS STANDARD MFR. COLORS AVAILABLE: EXTERIOR: SHADOW BLACK, CARIBOU, MAGNETIC, BLUE JEANS, RACE RED, IGNOT SILVER & OXFORD WHITE INTERIOR: MEDIUM EARTH GRAY

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$20,940.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: FORD Model: F-250

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000006606

Item Target Value: $10,000,000.00

Print Sequence # 2.0, Item # 2: OPTION, DIESEL ENGINE FOR THE ABOVE REFERENCED VEHICLE. V-8 POWERSTROKE 6.7 LITER DIESEL ENGINE 6-SPEED TORQUE SHIFT AUTO TRANSMISSION DUAL 750 CCA BATTERIES — 3PS - Sent

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$7,908.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000004122

Item Target Value: $10,000,000.00

Print Sequence # 3.0, Item # 3: OPTION, EXTENDED CAB WITH 6-1/2' BED FOR THE ABOVE REFERENCED VEHICLE. — 3PS - Sent

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$2,049.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000004131

Item Target Value: $10,000,000.00

Print Sequence # 4.0, Item # 4: OPTION, EXTENDED CAB WITH 8' BED FOR THE ABOVE REFERENCED VEHICLE. 3PS - Sent

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$2,098.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000004132

Item Target Value: $10,000,000.00

Print Sequence # 5.0, Item # 5: OPTION, CREW CAB W/8' BED FOR THE ABOVE REFERENCED VEHICLE. 3PS - Sent

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$3,200.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000004062

Item Target Value: $10,000,000.00

1-5 of 58
1 2 3 4 5 6 7 8 9 10

Exit

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Rich Salerno
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section:

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Accepting a Proposal to Purchase a 2019 Ford F-250 Truck with Service Body from Landmark Ford, Inc., in an Amount Not to Exceed $39,271

Suggested Action:
Existing vehicle #33, a 1999 Ford F-250, is scheduled for replacement in the Village's CY 2019 budget. Staff requests authorization to purchase one (1) 2019 Ford F-250 4WD truck with service body through the State of Illinois Central Management Services Joint Purchasing Program from Landmark Ford of Springfield, Illinois, in an amount not to exceed $39,271. Funding for this purchase is budgeted in Equipment Replacement Fund account number 65.502.02.401.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
MEMO - Vehicle #33 Purchase

RESO - Vehicle #33 Purchase

Existing Vehicle #33 Photos

New Vehicle #33 Price Quote

New Vehicle #33 State Purchase Master Contract

Memorandum

To: Vydas Juskelis, Director of Public Works

From: Rich Salerno, Deputy Director of Public Works

Date: March 4, 2019

Re: Consider Joint Purchase for Replacement of Vehicle #33

STATEMENT OF PROBLEM

Existing Vehicle #33, a 1999 Ford F-250, is scheduled for replacement in the Village's CY 2019 budget.

INVESTIGATION OF PROBLEM

The criteria for replacement of this vehicle were based primarily on age and condition. The vehicle is currently 20 years old, and is one of the oldest vehicles in the fleet. Portions of the front bumper and fenders are rusted through and are beyond repair. Please see the attached pictures. The truck is also having some mechanical issues. The vehicle's replacement has been discussed by Public Works and Fleet Maintenance staff.

Currently this vehicle is used daily for repairing Village vehicles (Police, Fire, Park, and Public Works) that have broken down in the field. It is also used for picking up parts to repair any of the Village's equipment and vehicles. The 2019 Ford F-250 will have a 9 foot service body with aluminum lift gate. This vehicle comes with the standard warranty of 3 years, 36,000 mile bumper to bumper and a 5 year 60,000 mile powertrain warranty. The 1999 Ford F-250 is currently being evaluated for either repurposing or sale at auction.

RECOMMENDATION

Staff respectfully requests authorization to purchase one (1) 2019 Ford F-250 Regular Cab 4WD truck with service body through the State of Illinois Central Management Services Joint Purchasing Program from Landmark Ford of Springfield, Illinois, for a total amount of $39,271.00. Funding would be taken from Equipment Replacement Fund account number 65.502.02.401.

RESOLUTION NO. ___

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, ACCEPTING A PROPOSAL TO PURCHASE A 2019 FORD F-250 TRUCK WITH SERVICE BODY FROM LANDMARK FORD, INC., IN AN AMOUNT NOT TO EXCEED $39,271

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

WHEREAS, the State of Illinois Department of Central Management Services has a Joint Purchasing Program that requires that governmental units desiring to participate in the joint purchase of a 2019 Ford F-250 regular cab 4WD truck to participate in the State of Illinois Purchase Contract #4018300 from Landmark Ford, Inc., and submit a Joint Purchasing Requisition no later than October 4, 2019; and,

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the citizens of the Village of Villa Park to use the State of Illinois' Purchase Contract #4018300 for the purchase of one (1) 2019 Ford F-250 regular cab 4WD truck with service body for a total amount of $39,271.00.

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

Section 1: That pursuant to Joint Purchasing Contract #4018300, the Village Manager is hereby authorized to issue a purchase order to Landmark Ford, Inc., Springfield, Illinois, for one 2019 Ford F250 Regular Cab 4WD drive truck with service body as described in the attached proposal from Landmark Ford, Inc., attached hereto as Exhibit A, in an amount not to exceed $39,271.00.

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

PASSED AND APPROVED THIS _______ DAY OF ________________, 2019.

VILLAGE OF VILLA PARK

____
President, Village of Villa Park

ATTEST:

____
Clerk, Village of Villa Park

ADOPTED this _______ day of _______________________, 2019, pursuant to a roll call

vote as follows:

AYES: ____

NAYS: ____

ABSENT: ____

ABSTAINING: ____


CAUTION
EMERGENCY SHUT OFF
EMERGENCY
SHUT OFF
PUSH IN
VILLA PARK
33
F250
Ford
FLEET MAINT.
M110764


F-250


EMERGENCY
SHUT OFF
PUSH IN
FLEET MAINT.
VILLA PARK
33
F250
M110764

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

DATE: Feb 5,2019

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: Village Of Villa Park

Truck # 33

2019 Ford F-250 state contract # 4018300	$	20,940.00
4x4 option		2,453.00
Limited slip axle		359.00
Intergrated brake Controller		249.00
Power Equipment group		915.00
Cab steps Reg cab		320.00
AM/FM stereo with sync		550.00
LT245/75Rx17E all terain tires		165.00
Camper Package suspension		245.00
Upfitter switches		165.00
Pick-Up box delete		(575.00)
Rustproof/undercoat		389.00
Delivery to Villa Park		275.00
Lic & title M-plate		175.00
Rear view camera prep kit		415.00
Knapheide service body 700 series		5,750.00
Sub total		32,790.00
OTHER		
TOTAL		

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve DeckerPh 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS

Quote

Landmark Ford Inc.

You Always Do Better At Landmark

DATE: Feb 5,2019

2401 Prairie Crossing Drive
Springfield, IL. 62711
Phone: 217 862 5253
Fax: 217 862 5316

Quote For: Village Of Villa Park

2019 Ford F-250 state contract # 4018300	continued
Master locking system for service body	500.00
LED strip compartment lighting	950.00
Rear grab handles	65.00
Install factory back-up camera	190.00
Liftgate for service body	3,406.00
Alum platform in lieu of steel	620.00
Class V reciever hitch for sevice body	575.00
3RD BRAKE LIGHT ADAPTER PLATE	175.00

Sub total		39,271.00
OTHER		
TOTAL	**$**	**39,271.00**

Make all checks payable to Landmark Ford Inc. If you have any questions concerning this quote, contact Steve DeckerPh 217 862 -5253 e-mail steve.decker@landmarkauto.com

THANK YOU FOR YOUR BUSINESS

BidBuy ILLINOIS ePROCUREMENT

Master Blanket Purchase Order PSD4018300

Header Information

Purchase Order Number:	PSD4018300	**Release Number:**	0	**Short Description:**	MC VEHICLES, MEDIUM-DUTY TRUCKS
Status:	3PS - Sent	**Purchaser:**	Jack Eck	**Receipt Method:**	Quantity
Fiscal Year:	2017	**PO Type:**	Blanket	**Minor Status:**	
Organization:	CMS - Central Management Services				
Department:	BOSS41610 - Strategic Sourcing	**Location:**	AG001 - Strategic Sourcing	**Type Code:**	Competitive Sealed Bidding
Alternate ID:	9100000351	**Entered Date:**	10/26/2016 12:00:00 AM	**Control Code:**	
Days ARO:	7	**Retainage %:**	0.00%	**Discount %:**	0.00%
Print Dest Detail:	Always				
Catalog ID:		**Release Type:**	Direct Release	**Pcard Enabled:**	No
Contact Instructions:		**Tax Rate:**		**Actual Cost:**	$0.00

Agency Reference Number:	
Bulletin Reference Number:	228356
Publication Date:	07/26/2016
Special Procurement Type:	
Is this subject to Small Business Set Aside?:	No
Are there any items on this PO on the current CPO Approved ICI List?:	No
Actual Contract Begin Date:	10/05/2016
Actual Contract End Date:	10/04/2019
Date Contract Executed:	
Number of Renewals (number of times you can renew):	0
Fiscal Year of Obligation:	2019
Master Contract?:	Yes
Original/ Old Contract/PO Number:	PSD4018300
Subcontractor Utilization:	No
Subcontractor Disclosed?:	No
Travel Indicator:	No
Fixed Price?:	No
Advanced Payment?:	No
Incoterm Key:	
Incoterm Location (City):	
Usage % Alert:	

128

Validity Alert (Days):

SAP Vendor Number: 9000532161

Full SAP Contract Value: $9,999,999.00

No-Cost Contract?: No

Release Begin Date:

Release End Date:

Agency Attachments: PSD4018300.pdf
ContractRenewalWithSignaturesLandmark_Redacted.pdf

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: V00002747 - Landmark Ford Inc.
2401 Prairie Crossing
Springfield, IL 62711
US

Payment Terms:

Shipping Method:

Shipping Terms:

Freight Terms:

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to rentals@landmarkauto.com at 12/05/2017 08:11:35 AM	
Change Order 2	Emailed to rentals@landmarkauto.com at 01/23/2018 03:02:29 PM	09/25/2018 08:42:58 AM
Change Order 3	Emailed to rentals@landmarkauto.com at 10/11/2018 11:10:15 AM	10/15/2018 01:03:27 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00002747	Landmark Ford Inc.	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/06/2016 **Master Blanket/Contract End Date:** 10/04/2019

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	$0.00	$5,004,997.00	$0.00
416CMS - CMS - Central Management Services	BOSS41610 - Strategic Sourcing	$0.00	$0.00	$0.00

Item Information

1-5 of 58
1 2 3 4 5 6 7 8 9 10

Print Sequence # 1.0, Item # 1: TRUCK, PICKUP, 4 X 2, 9,950 LB. GVWR (MIN.), REG. CAB, 8' BED, GASOLINE FLEXIBLE FUEL ENGINE BASIC UNIT TO INCLUDE: 1. ALL STANDARD EQUIPMENT, NO DELETIONS 2. GVWR: 9,950 LBS. (MIN) 3. ENGINE: GASOLINE, V-8, FLEXIBLE FUEL 4. AUTOMATIC TRANSMISSION 5. TIRES: ALL SEASON TRUCK-TYPE, FRONT, REAR, AND 3PS - Sent

129

SPARE W/CARRIER 6. BRAKES: 4-WHEEL DISC, ANTI-LOCK 7. FOLD-AWAY EXTERIOR MIRRORS 8. 12V POWER POINT 9. RADIO - AM/FM STERO (MIN) 10. AIR CONDITIONING 11. INTERMITTENT WIPERS 12. FACTORY TOW PACKAGE, 7-WIRE TRAILER HARNESS, 4/7 PIN CONNECTOR, CLASS V HITCH RECEIVER (MIN) MFR.ORDER CUT-OFF DATE: DATE PENDING DELIVERY: 80-110 DAYS STANDARD MFR. COLORS AVAILABLE: EXTERIOR: SHADOW BLACK, CARIBOU, MAGNETIC, BLUE JEANS, RACE RED, IGNOT SILVER & OXFORD WHITE INTERIOR: MEDIUM EARTH GRAY

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$20,940.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: FORD Model: F-250

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000006606

Item Target Value: $10,000,000.00

Print Sequence # 2.0, Item # 2: OPTION, DIESEL ENGINE FOR THE ABOVE REFERENCED VEHICLE. V-8 POWERSTROKE 6.7 LITER DIESEL ENGINE 6-SPEED TORQUE SHIFT AUTO TRANSMISSION DUAL 750 CCA BATTERIES 3PS - Sent

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$7,908.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000004122

Item Target Value: $10,000,000.00

Print Sequence # 3.0, Item # 3: OPTION, EXTENDED CAB WITH 6-1/2' BED FOR THE ABOVE REFERENCED VEHICLE. 3PS - Sent

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$2,049.00	EA - Each	0.00	$0.00		$0.00	$0.00

130

Manufacturer: Brand: Model:

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000004131

Item Target Value: $10,000,000.00

Print Sequence # 4.0, Item # 4: OPTION, EXTENDED CAB WITH 8' BED FOR THE ABOVE REFERENCED VEHICLE. 3PS - Sent

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$2,098.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000004132

Item Target Value: $10,000,000.00

Print Sequence # 5.0, Item # 5: OPTION, CREW CAB W/8' BED FOR THE ABOVE REFERENCED VEHICLE. 3PS - Sent

NIGP Code: 072-02
Class 2 Trucks (6,001 - 10,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	$3,200.00	EA - Each	0.00	$0.00		$0.00	$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Additional NIGP Code:

SAP Material/Service Master Number: 5000004062

Item Target Value: $10,000,000.00

Exit

Agenda Item No:

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Kelly Kuechle
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section:

Subject:
Pursuant to the General Provisions of the Open Meetings Act:

Suggested Action:
a. 5ILCS 120/2 (c) (1) Personnel Matters
b. 5ILCS 120/2 (c) (2) Collective Bargaining Matters
c. 5ILCS 120/2 (c) (5) Purchase or Lease of Property
d. 5ILCS 120/2 (c) (6) Sale or Lease of Property
e. 5ILCS 120/2 (c) (11) Pending Litigation
f. 5ILCS 120/2 (c) (21) Discussion of Closed Session Minutes

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
3.11.19 Executive Session Agenda

Village of Villa Park

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

Albert Bulthuis, Village President
Hosanna Korynecky, Village Clerk
Richard D. Keehner, Jr., Village Manager

Phone: (630) 834-8500
Fax: (630) 834-8967
TDD: (630) 834-8589

EXECUTIVE SESSION **March 11, 2019**

Agenda

1. Call Meeting to Order

2. Roll Call

3. Approve Minutes

4. Executive Session – 5ILCS 120/2

   a. (c) (1) Personnel Matters
   b. (c) (2) Collective Bargaining Matters
   c. (c) (5) Purchase or Lease of Property
   d. (c) (6) Sale or Lease of Property
   e. (c) (11) Pending Litigation
   f. (c) (21) Discussion of Closed Session Minutes

5. Adjournment

Agenda Item No:

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Kelly Kuechle
Submitting Department: Village Manager's Office
Item Type: Ordinances
Agenda Section:

Subject:
Ordinance Approving a Site Access and Inspection Indemnification Agreement by and Between the Village of Villa Park, DuPage County, Illinois, and G-C Properties, LLC

Suggested Action:
The Village of Villa Park is interested in purchasing the property at 110 S. Villa Avenue for use as parking for the South Villa Avenue Downtown Business District. Prior to purchase of this site, it is recommended that a Phase II Environmental Site Assessment be conducted. This indemnification agreement will allow access to the site to perform tasks associated with an environmental assessment. Staff recommends acceptance of the indemnification agreement.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
MEMO - 110 S. Villa Indemnification

ORD - Approving Site Access and Inspection Agreement

Site Access Indemnification Agreement 110 S. Villa

Office of the Village Manager

Village of Villa Park

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

MEMORANDUM

TO:	President Bulthuis Trustee Aiello Trustee Cuzzone Trustee Tucker	Clerk Korynecky Trustee Cilella Trustee Kase Trustee Wagner
CC:	Attorney Kathi Field Orr	Attorney Jim Binninger
FROM:	Village Manager Rich Keehner, Jr. RK	
DATE:	March 8, 2019	
RE:	Indemnification	

Per Village Board discussions, the Village is interested in purchasing 100 and 110 S. Villa Avenue for use as parking for the South Villa Avenue Business District. It is recommended prior to purchase that a Phase II Environmental Site Assessment is completed to gain knowledge of the condition of the property. The indemnification agreement pertains to only 110 S. Villa Avenue, as this area is the focus of the Phase II Site Assessment.

The attached indemnification agreement is necessary to allow the performance of the tasks associated with the Phase II Site Assessment upon the property.

Ordinance No. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A SITE ACCESS AND INSPECTION INDEMNIFICATION AGREEMENT BY AND BETWEEN THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS AND G-C PROPERTIES, LLC

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

WHEREAS, G-C Properties, LLC, an Illinois limited liability company (the "*Owner*") owns certain property within the corporate limits of the Village, which property is commonly known as 100 and 110 S. Villa Avenue, Villa Park, Illinois and is identified by permanent real estate tax identification numbers 06-10-106-001, 06-10-106-002, and 06-10-106-004 (the "*Subject Property*"); and,

WHEREAS, the Village has requested access to the Subject Property in order to conduct certain environmental site assessments as deemed necessary prior to negotiating the terms of a contract between the Village and Owner for the Village's purchase of the Subject Property; and,

WHEREAS, the Owner is willing to grant the Village's request provided that the Village agrees to indemnify the Owner against certain losses as a result of the inspections to be performed by the Village; and,

WHEREAS, the President and Board of Trustees of the Village believe it is in the best interests of the Village and its residents to access the Subject Property to perform certain inspections on the condition that the Village indemnify the Owner against certain losses in accordance with the terms of a site access and inspection indemnification agreement between the parties.

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

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

Section 2: That the Site Access and Inspection Indemnification Agreement by and between the Village of Villa Park, DuPage County, Illinois and G-C Properties, LLC, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Manager are hereby authorized and directed to execute and deliver said agreement on behalf of the Village and undertake any and all actions as may be required to implement its terms.

Section 3: This Ordinance shall be in full force and effect upon its passage by a vote of two-thirds of the Corporate Authorities holding office.

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

AYES:

NAYS:

ABSENT:

APPROVED this _____day of __________________, 2019

____
Village President

Attest: _________________________
Village Clerk

SITE ACCESS AND INSPECTION INDEMNIFICATION AGREEMENT BY AND BETWEEN THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS AND G-C PROPERTIES, LLC

This **Site Access and Inspection Indemnification Agreement** (the "*Agreement*") is made and entered into by and between the Village of Villa Park, DuPage County, Illinois, an Illinois municipal corporation (the "*Village*") and G-C Properties, LLC, an Illinois limited liability company (the "*Owner*") on this ____ day of March, 2019 (the "*Effective Date*").

WHEREAS, Owner is the record owner of the property commonly known as 100 and 110 S. Villa Avenue, Villa Park, Illinois, which property is identified by permanent real estate tax identification numbers 06-10-106-001, 06-10-106-002, and 06-10-106-004 (the "*Subject Property*"); and,

WHEREAS, the Village has expressed interest in purchasing the Subject Property under terms and conditions as later agreed to between the parties but has concerns regarding potential issues with environmental contamination on the Subject Property; and,

WHEREAS, the Village is requesting access to the Subject Property in order to conduct certain environmental site assessments as deemed necessary prior to negotiating the terms of a contract between the parties for the Village's purchase of the Subject Property; and,

WHEREAS, the Owner is willing to grant the Village's request provided that the Village agrees to indemnify the Owner against certain losses as a result of the inspections to be performed by the Village in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement as if fully restated in this Section 1.

2. Right of Entry. Upon the terms and subject to the conditions set forth in this Agreement, Owner does hereby grant to the Village and its employees, representatives, officers, contractors, consultants and agents (collectively, the "*Village Representatives*") a nonexclusive right to enter upon the Subject Property to conduct Phase I and II Environmental Site Assessments including related field activities to collect soil, water, building material or other samples as determined necessary to determine environmental conditions on the Subject Property (the "*Assessments*").

3. Assessments. Village and the Village Representatives shall have the right to enter the Subject Property for the purpose of conducting the Assessments. The Village shall provide as much notice of its intent to enter the Subject Property as reasonably possible under the circumstances, but in no event less than 24-hours-notice.

4. Assessments at Village's Cost; Compliance with Laws. The Assessments authorized under this Agreement shall be at the Village's sole cost and expense and shall be conducted in a commercially reasonable manner. The Village at all times shall keep the Subject Property free from debris and rubbish that may result from the performance of its Assessments. The Village, at its sole

cost and expense, shall obtain all necessary permits or other governmental approvals and shall conduct the Assessments in accordance with all applicable laws.

5. Restoration. Except as otherwise provided by this Agreement, following any Assessments, the Village agrees to return any portions of the Subject Property damaged or altered by the Village or Village Representatives during the Assessments to a similar condition which existed prior to the Assessments.

6. Liens. The Village shall keep the Subject Property free from any liens or encumbrances which might arise out of conducting any Assessments. The Village shall promptly pay when due all costs and charges associated with the Assessments, whether directly or through any of the Village Representatives, and must take all steps necessary to avoid the filing of any mechanics liens against the Subject Property as a result of the conducting of any Assessments. In the event any such lien is filed against the Subject Property, the Village shall immediately cause the same to be paid, discharged, released and satisfied and/or bonded of record. The obligations as set forth in this Section 7 shall survive termination of this Agreement.

7. Indemnity. The Village shall indemnify, defend, protect, and hold Owner and Owner's employees, representatives, officers, contractors, consultants and agents (the "*Owner's Representatives*") harmless from any and all claims, damages, demands, losses, liabilities, fees (including attorney's fees and expenses), costs or expenses arising out of, or in connection with the Village's or the Village's Representatives' exercise of the rights granted under this Agreement (individually a "*Claim*", collectively the "*Claims*"), unless such Claims are the result of an act or omission of Owner or Owner's Representatives.

Notwithstanding any other provision of this Agreement, the Village's obligations to restore the Subject Property and to defend, indemnify, protect and hold Owner harmless shall not extend to any damage resulting from any one or more of the following: (a) the discovery of Hazardous Materials or suspected Hazardous Materials on the Subject Property; (b) the spread of Hazardous Materials or suspected Hazardous Materials already on the Subject Property as a result of the Assessments, so long as the Village and Village's Representatives use commercially reasonable measures to not spread or disturb any such Hazardous Materials or suspected Hazardous Materials in conducting the Assessments; or (c) latent defects in the Subject Property. Owner further understands that the Village shall not have any responsibility for clean-up or remediation of Hazardous Materials or suspected Hazardous Materials discovered on the Subject Property.

A. Hazardous Materials. For purposes of this Agreement, the term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is (a) defined as a "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of Illinois law, (b) petroleum, (c) asbestos, (d) polychlorinated biphenyl, (e) radioactive material, (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sec.1251 et seq., (g) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., or (h) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.

8. Term. The term of this Agreement shall commence on the Effective Date and continue until the earlier of (1) the date upon which the Assessments are completed or (2) April 1, 2019.

9. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused (i) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, Acts of God, Government restrictions, wars, insurrections and/or failure of suppliers, subcontractors, and carriers, to substantially meet its performance obligations, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Obligations scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10. No Partnership. This Agreement shall not be construed as creating a partnership or joint venture between the Village and Owner or between either of them and any third party or cause either of them to be responsible in any manner for the other's or any third party's debts or obligations.

11. No Right of Possession. Except for the right to perform the Assessments authorized by this Agreement, the Village acknowledges and agrees that this Agreement shall not create any possessory rights in the Village with respect to the Subject Property.

12. Public Records. Pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1. *et seq.*), information or documents may be open to public inspection and copying, unless exempt pursuant to the act.

13. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Illinois.

14. Entire Agreement. This agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

[SIGNATURE PAGE FOLLOWS]

OWNER:

G-C Properties, LLC, an Illinois
limited liability company

By: ____________________________
Greg Kruse, Manager

By: ____________________________
Casey Kruse, Manager

VILLAGE:

Village of Villa Park, an Illinois
municipal corporation

By: ____________________________
Its President

Agenda Item No:

Village Board of Trustees Agenda Item Report

Meeting Date: March 11, 2019
Submitted by: Kelly Kuechle
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section:

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with V3 Industries for an Environmental Site Assessment of 110 S. Villa Avenue in the Amount of $24,950

Suggested Action:
The Village is interested in purchasing the property at 110 S. Villa Avenue. Conducting a Phase II Environmental Site Assessment will provide additional knowledge regarding the condition of the site prior to purchase. Staff recommends approval of this environmental site assessment proposal in the amount of $24,950 to be taken from the St. Charles Road TIF Contractual Services account number 28.502.01.299.

Background of Item:

Financial Impact:

Personnel Impact:

Recommendation:

Resolution:

Attachments:
MEMO - 110 S. Villa Environmental Site Assessment

RESO - Environmental Site Assessment - V3 - 110 S Villa

V3 Proposal 110 S Villa

Office of the Village Manager

Village of Villa Park

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

MEMORANDUM

TO:	President Bulthuis	Clerk Korynecky
	Trustee Aiello	Trustee Cilella
	Trustee Cuzzone	Trustee Kase
	Trustee Tucker	Trustee Wagner
CC:	Attorney Kathi Field Orr	Attorney Jim Binninger
FROM:	Village Manager Rich Keehner, Jr. RK	
DATE:	March 8, 2019	
RE:	Environmental Site Assessment	

Per Village Board discussions, the Village is interested in purchasing 100 and 110 S. Villa Avenue for use as parking for the South Villa Avenue Business District. The attached Phase II Environmental Site Assessment proposal from V3 is relevant only to 110 S Villa as this area is the focus of the assessment.

Funding for this project would be taken from St. Charles Road TIF account number 28.502.01.299.

RESOLUTION NO. _________

A RESOLUTION AUTHORIZING AN ENVIRONMENTAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND V3 COMPANIES OF ILLINOIS, LTD., FOR A PHASE 2 ENVIRONMENTAL SITE ASSESSMENT (110 South Villa Avenue)

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

WHEREAS, the Village of Villa Park has a satisfactory relationship with and has received a proposal from V3 Companies of Illinois Ltd., to complete a phase 2 environmental site assessment for the property located at 110 South Villa Avenue, at a base professional service cost of $24,950 as shown in its proposal dated revised February 26, 2019; and,

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with V3 Companies of Illinois Ltd., as set forth in the *Proposal for Professional Environmental Services AK Mulch & Firewood Inc./Former Villa Park Fuel Oil & Material Co. Property, 110 South Villa Avenue*.

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 Proposal for the base professional services entitled *Proposal for Professional Environmental Services AK Mulch & Firewood Inc./Former Villa Park Fuel Oil & Material Co. Property, 110 South Villa Avenue*, in an amount not to exceed $24,950 from V3 Companies of Illinois, Ltd., attached hereto and made a part hereof as Exhibit A, be and is hereby approved and the Village Manager is hereby authorized and directed to execute the agreement on behalf of the Village of Villa Park.

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

Passed this _____ day of ____________, 2019.

AYES: ________________

NAYS: ________________

ABSENT: ________________

Approved this _____ day of __________, 2019.

____
Village President

Attest:

____
Village Clerk

February 21, 2019
Revised February 26, 2019

Ms. Jan Fiola
Director of Economic Development
Village of Villa Park
325 East North Avenue
Villa Park, IL 60181-2696

Sent Via electronic mail: jfiola@invillapark.com

RE: Proposal for Professional Environmental Services
AK Mulch & Firewood Inc / Former Villa Park Fuel Oil & Material Co. Property
110 South Villa Avenue
Villa Park, Illinois
LPC #: 0430805094 – AK Mulch & Firewood Inc

Dear Ms. Fiola,

On behalf of V3 Companies, Ltd. (V3), we are pleased to submit this proposal for professional services at the above-referenced property in Villa Park, Illinois (Site). If you find this proposal to be acceptable, the scope of work will be executed in accordance with an Agreement between V3 and the Village of Villa Park (CLIENT).

PROJECT UNDERSTANDING AND SCOPE OF SERVICES
V3 understands that CLIENT is in the acquisition process of approximately 2+/- acres of land located at 110 Villa Avenue, Villa Park, Illinois and is requesting a Phase II Environmental Site Assessment (ESA). We understand that the Site is occupied by a landscaping product distributor, and was formerly occupied by Villa Park Fuel Oil & Material Company. Records indicate that a Leaking Underground Storage Tank (LUST) incident occurred at the Site in 1993, and a No Further Remediation (NFR) Letter has not been issued.

V3 also understands that a geophysical survey is requested for the entire Site to determine whether there is evidence of underground storage tanks (USTs) or other potential subsurface obstructions such as remnant foundations. V3 proposes that a geophysical survey that utilizes electromagnetic (EM) induction profiling with targeted ground penetrating radar (GPR) to provide the most conclusive resolution of subsurface conditions at the Site. The success of these surveys depends on the ability to minimize interfering uses, parked vehicles, equipment and material piles, potential traffic hazards, deep snow or water, and other obstructions during the fieldwork. Because the Site may be active, some cooperation with the current occupant(s) would be required to help clear obstructions from areas of interest.

The recommended scope of work summarized herein consists of the following primary tasks:

- Perform a geophysical survey of the entire Site.
- Perform a Phase II ESA to assess potential impacts to soil and groundwater based on the historical use of the Site and the reported LUST incident.
- Provide a private utility locator for each proposed boring location and JULIE public utility locate for each Site address.

308 W. Erie Street, Chicago, Illinois 60654 | 630.724.9200

- Perform Phase I ESA, if requested by CLIENT (optional)
- Provide a rough estimate of remediation costs and related reporting required to obtain a NFR letter through the Voluntary Site Remediation Program (SRP), if requested by CLIENT (optional).
- Attend project meetings and provide additional consultation, if requested by CLIENT (optional).

PROJECT SCHEDULE

V3 can start immediately upon authorization to proceed and understands that all fieldwork must be performed between March 12th and March 29th. The geophysical survey will be scheduled first and the Phase II ESA field investigation will be performed after the geophysical survey. The results of the geophysical survey are schedule and weather dependent, but it's anticipated that the results will be available and incorporated into the Phase II ESA under a similar schedule. Laboratory sample analysis is assumed to be conducted on standard turn-around time of 5-7 business days. The Draft Phase II ESA and Geophysical Survey will be distributed electronically within 2-3 weeks following the completion of fieldwork. The schedule assumes the CLIENT provides notice to proceed by March 4, 2019.

COMPENSATION

PHASE	SCOPE EXHIBIT	CODE	FEE
Base Professional Services			
Geophysical Exploration (EM/GPR) [1]	Exhibit I	N32A	$ 3,600 – T&M, NTE
Phase II ESA[1]	Exhibit II	N32B	$21,350 – T&M, NTE
		Total:	**$24,950**
Alternate Professional Services, if Requested			
Phase I Environmental Site Assessment (pre-closing)	Exhibit III	N31	$2,800 – LS
Environmental Cleanup Estimates	Exhibit IV	N32C	$2,500 – Hrly Est. NTE
Project Meetings & Additional Consultation[2]	Exhibit V	N10	$ 2,000 – Hrly Est. NTE

Extent of Agreement – Exhibit VI

Compensation Notes

[LS = Lump Sum; T&M = Time & Materials; Hrly = hourly per rate schedule; NTE = Not-to-exceed]

[1] A handling charge of 15% for subcontracted services is included within the NTE estimate.

[2] Represents a budgetary estimate. Additional fees might apply dependent on CLIENT / project requirements

MISCELLANEOUS CONTRACTUAL ITEMS

V3 will initiate its services promptly upon receipt of CLIENT's acceptance of this proposal.

CLIENT shall coordinate V3's right-of-access to the Site in order to perform the work. It is assumed that CLIENT can obtain access to the property and buildings on-site. It is further assumed that all sampling services can be performed during normal business hours; non-working hours can be arranged but additional fees may apply.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
V3 COMPANIES, LTD

Rachael K. Berthiaume

Rachael K. Berthiaume, P.E., LEED AP
Project Manager – Environment & Geosciences

Lori A. Prokes
Vice President – Environmental Practice

Accepted For:
VILLAGE OF VILLA PARK

By: __________________________

Title: __________________________

Date: __________________________

Attachments: Exhibits
Environmental Services Terms & Conditions
Billing Rate Schedule with Unit Rates

Exhibit I

Geophysical Exploration Services

V3 Companies (V3) will retain, coordinate and oversee the proposed Geophysical Exploration Services, to be provided by Grumman Exploration, Inc. (Grumman) using Electromagnetic (EM) induction profiling and Ground-penetrating Radar (GPR). Mr. Grumman is a licensed Professional Geologist in the State of Illinois.

OBJECTIVE

The objective of the geophysical surveys is to non-destructively survey accessible areas on the Site to explore for subsurface targets that may include:

- Possible UST(s) and/or former UST excavation(s)
- Associated fuel distribution piping
- Other anomalous subsurface conditions that may be present

EM profiling is intended to be the primary exploration tool, and GPR will be used to scan EM anomalies and for focused scans in a sub-grid area. Brief overviews of both methods are presented below.

SCOPE OF WORK

V3 will provide Grumman with a map showing the areas to be investigated. Grumman will mobilize a field survey crew and GPR and EM systems to the Site and will perform the geophysical surveys. Based on our experience at similar project sites in the region, a phased geophysical survey approach will be employed, whereby the Site will initially be scanned using EM; this will be followed by targeted GPR scans over anomalous targets identified using the EM method. The two survey approaches are described as follows:

- The Electromagnetic (EM) Induction Profiling surveys would be performed using the multi-frequency GSSI GEM-300 instrumentation (similar to the popular Geonics, Ltd. EM-31). The surveys would be limited to the exterior, perimeter areas. The EM technique has been found to be a highly effective tool for locating large subsurface metallic targets (e.g. USTs) in situations where GPR is ineffective. The Electromagnetic (EM) Induction profiling method uses an induced electromagnetic field to (1) estimate bulk subsurface electrical conductivity (quadrature-phase reading) and (2) indicate the presence of highly conductive (metallic) materials (in-phase reading). EM induction profiling is commonly used to locate metal UST, barrels, foundations, metallic objects, conductive buried waste and fill limits, some utility lines, geologic features, and occasionally, groundwater contaminant plumes. Theoretically the depth of exploration for the GEM-300 can range between 15-ft to 20-ft depending on the soil conditions and survey frequencies used. EM can be vulnerable to various sources of interference including nearby metallic objects (e.g., fences, buildings, vehicles, dumpsters, reinforced pavement, etc.) which can render the EM results inconclusive.
- The Ground-Penetrating Radar survey (targeted locations) will be performed using a GSSI SIR-4000 GPR system using a 400 MHz antenna to scan the ground interior and building perimeter areas. The GPR survey unit is small and portable and uses on-board battery power. This GPR system is among the most advanced industrial/manufacturing GPR systems currently available. The presence of clay, silt, and/or slag can severely limit the penetration of the GPR signal, and some shallow targets, including USTs, can be virtually undetectable using GPR in this setting.

The fieldwork will consist of performing preliminary EM scans to assess the performance of the EM instrumentation within the designated survey area(s) and to adjust the instrument settings. A local field grid(s) using fixed site features as reference will be established to locate the positions of the EM and GPR transects. Conducting more controlled scans using EM induction profiling along referenced 5-ft to 10-ft spaced (TBD) grid lines will follow this. Additional targeted EM scans may be performed to better characterize potential fill zones, UST, shallow metallic pipes and other buried conductive structures (if possible and within the limitations of EM at this site). The geophysical data will be recorded electronically within the EM system unit and interpreted in the field during acquisition. If possible, the approximate location and extent of interpreted metallic targets or other anomalous responses will be marked on the ground surface (if requested) and noted on a site diagram.

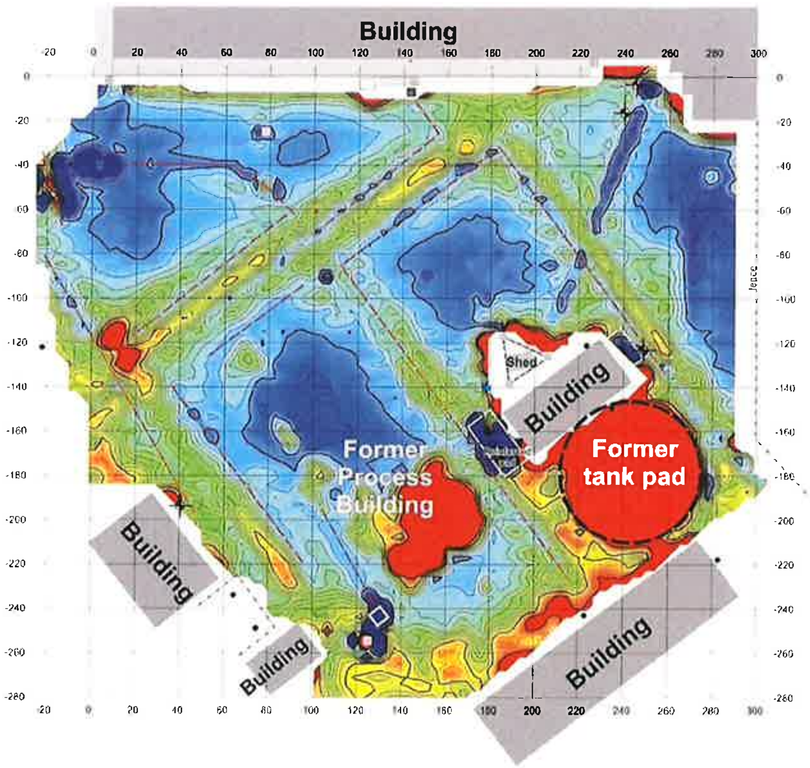

Figure 1: EM Induction In-Phase Response Contour Diagram (above) showing remnant buried piping, foundations and other linear structures at a former industrial property

Based on the preliminary EM results, GPR may be used to scan anomalous EM target locations and other features of interest. The GPR survey will not be conducted over regularly spaced/gridded transects, but rather will be focused over particular zones or targets of interest. Some localized zones may be more thoroughly scanned using GPR based on historical information or the results of the EM survey. Important limitations to the performance of GPR include deeply buried and small targets, dense or multi-layered reinforced pavement or conductive pavement and the presence of conductive backfill materials such as moist, silty-clay, slag, foundry sand, cinders, etc. The presence of any of these conditions may restrict or even preclude the penetration of the GPR signal. Additionally, non-standard UST shape, depth, size and construction could complicate the interpretation of UST. Thick asphalt cover over reinforced pavement can be difficult to penetrate using GPR in some situations.

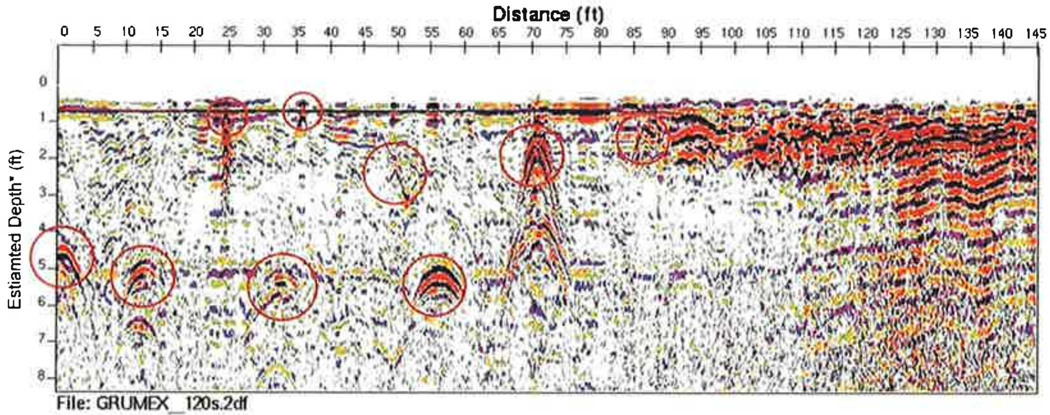

Figure 2: Example of a GPR record that illustrates multiple buried pipes and conduits a former industrial facility (Milwaukee, Wisconsin)

TECHNICAL REPORT

Prior to issuing the project report, V3 will contact CLIENT and discuss any pertinent issues. A brief summary report describing the geophysical survey procedures, results and interpretations will be prepared and submitted in draft for CLIENT review. The report will include a site diagram with interpretations and a figure(s) illustrating representative EM contour diagrams and selected GPR records or targets or conditions of interest. Preliminary results will be available in the field as the data are acquired.

LIMITATIONS AND CONDITIONS OF SERVICE

Important limitations to the performance of GPR include deeply buried and small targets, dense or multi-layered reinforced pavement or conductive pavement and the presence of conductive backfill materials such as moist, silty-clay, slag, foundry sand, cinders, etc. The presence of any of these conditions may restrict or even preclude the penetration of the GPR signal. Additionally, non-standard UST shape, depth, size and construction could complicate the interpretation of an UST. Thick asphalt cover over reinforced pavement can be difficult for the GPR signal to penetrate in some situations.

Note that the success of these surveys depends on the ability to minimize interfering uses, deep snow and other obstructions during the performance of these surveys. The survey area should be accessible and free of vehicle traffic, parked cars or other interfering uses during the survey. The survey area should be clear of surface obstructions such as debris, large rubble, parked cars, heavy equipment, standing water, thick snow/ice cover, dense vegetation and general refuse. The geophysical work should not be performed under adverse weather conditions such as during or immediately following a heavy rain or snowfall. Tall grass and overgrown area should be mowed or cleared prior to the survey to allow the performance of GPR.

The use of geophysical exploration methods, such as those proposed herein, should not be considered a substitute for invasive subsurface exploration such as drilling, digging or excavation. The GPR and EM data are interpreted. No warranty, certification or statement of fact regarding actual subsurface conditions will be provided by V3 based on the geophysical interpretations. If questions or uncertainties exist regarding the interpreted presence or absence of subsurface features based on the GPR or EM data, it is recommended that supplemental subsurface exploration (e.g, drilling or backhoe test pits), be conducted to further characterize subsurface conditions.

EXHIBIT II
Phase II ESA-Limited

OBJECTIVE

The objective of the Limited Phase II ESA is to identify the current condition to soil and groundwater at the Site. A subsurface investigation completed December 4, 1992 by Hazardnet, Inc. identified subsurface petroleum impacts in the vicinity of six former petroleum storage tanks (above and below ground tanks), located at the southeastern portion of the Site. Additionally, a LUST incident occurred in 1993 and no NFR letter was issued.

SCOPE OF WORK

For purposes of this proposal, V3 recommends the following general Phase II subsurface investigation tasks and scope, subject to modification based on site conditions:

- Provide utility clearance via the public clearance service (i.e., JULIE). Provide private utility clearance at each proposed boring location the day of drilling.
- Prepare a Site-Specific Health and Safety Plan prior to start of field work and review with the project team.
- Advance no more than 16 soil borings at the Site to maximum depths of no more than 20' below ground surface, with no more than 2 borings converted to temporary groundwater monitoring wells.
- Budget assumes no more than two field days and the drill rig can drill through concrete and asphalt without the need for a concrete coring machine.
- Collect no more than one soil sample at each soil boring for laboratory analysis by an Illinois NELAC accredited laboratory, unless field indicators of impacts are noted, then more than one sample may be collected. The samples will be analyzed for one or more of the following constituents: VOCs/BTEX, PNAs, total petroleum hydrocarbons (TPH), PCBs, RCRA metals, TCLP/SPLP metals, and pH.
- Collect groundwater samples from no more than 2 borings converted to temporary wells—should recoverable groundwater be encountered—for laboratory analysis by an Illinois NELAC accredited laboratory. The groundwater samples will be analyzed for VOCs, PNAs and RCRA metals.
- Laboratory results will be tabulated and any detected constituents will be compared to the Tier 1 soil and groundwater Remediation Objectives (ROs) specified in Title 35 of the Illinois Administrative Code (IAC), *Part 742 Tiered Approach to Corrective Action Objectives (TACO)* for residential and industrial-commercial properties and Class I and Class II groundwater objectives.
- Prepare a subsurface investigation report that summarizes findings and conclusions and provides backup documentation (boring logs, tables, laboratory reports, maps).
- Scope of work assumes most investigation-derived wastes (IDWs) during boring advancement can be returned down-hole with need for no more than 1 drum and related disposal.

For purposes of this proposal, all work is assumed to occur during normal business hours and assumes that interior areas are reasonably accessible.

EXHIBIT III (ALTERNATE SERVICE)
Phase I Environmental Site Assessment

If requested by the CLIENT, a proposed Phase I ESA scope of work will be performed in general accordance with the American Society of Testing and Materials (ASTM) standards outlined in the ASTM *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (Standard E1527-13) and the Standards and Practices for All Appropriate Inquiries; Final Rule", 40 CFR Part 312, December 30, 2013. The objective of the proposed Phase I ESA is to identify *Recognized Environmental Conditions (RECs)* in connection with the property to the extent feasible pursuant to the process prescribed in the Standard.

In accordance with ASTM E 1527-2013, and the Standards and Practices *for All Appropriate Inquiries;* Final Rule, 40 CFR Part 312, December 30, 2013, this practice constitutes *"All Appropriate Inquiries"* into the previous ownership and uses of the property consistent with good commercial or customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of CERCLA and petroleum products. This ESA is intended to permit a *User* to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability.

SCOPE OF SERVICES
The assessment shall be performed under the direction of "An *Environmental Professional (EP*)" which is defined in ASTM E 1527-13 as a person who possesses specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases on, at, in, or to a property, sufficient to meet the objectives and performance factors in the referenced ASTM Standard

The following tasks will be performed in accordance with ASTM Standards to characterize the environmental status of the *property*:

1. Environmental Record Review
2. Historical Record Review
3. Activity and Land Use Limitations (AULs) and environmental liens (CLIENT)
4. Interviews
5. Site Reconnaissance
6. Vapor Migration Screening
7. Project Report

COMPENSATION NOTES
V3 will provide the proposed scope of services for the lump sum fee provided. The project fee assumes the search for AULs and environmental liens will be provided by CLIENT and includes **up to 4 hours** for environmental and historical regulatory file review and records search.

In the event that the CLIENT requests that V3 provide the *AUL*/lien search or a chain-of-title search, and for time spent beyond 4 hours for regulatory file review and records search, the following additional fees will apply:

1. **Regulatory File Review and Records Search**: Hourly (beyond 4 hours)

2. **AUL/Lien Search**: $400 (Additional fees apply to property consisting of more than two PIN numbers and/or owners)
3. **Chain of Title Search**: $500 (includes AUL/Lien Search)

ASSESSMENT LIMITATIONS & ASSUMPTIONS

1. *All Appropriate Inquiries* is only the first step in establishing the ability to qualify for CERCLA liability protection; "continuing obligations" and "appropriate care" apply after purchase. This assessment is not a fulfillment of continuing obligations or appropriate care, as may be required.
2. Conditions which limit the effectiveness of visual observations (i.e. snow or thick vegetation) may interfere with identification of RECs.
3. Site will be accessible and safe without a need for personal protective equipment higher than standard Level D and that protection from radiological and biological hazards will not be warranted.
4. Property improvements will not differ from improvements at the time of proposal.

ASSESSMENT OF ISSUES BEYOND THE SCOPE OF ASTM E 1527

Environmental issues or conditions beyond the scope of ASTM E1527-13 (i.e. asbestos, wetlands, radon, lead in drinking water, lead-based paint, mold, and controlled substances) will **not** be addressed in the Phase I ESA. ***Non-ASTM E 1527 assessment services can be provided upon request for an additional fee.***

CLIENT RESPONSIBILITIES FOR ASTM PHASE I ESA

1. **Access to Site and Site Structures**: CLIENT shall provide access to both the site and existent structures and buildings. V3 must access any buildings that exist on the site to look for issues that might be of environmental concern.
2. **Responsibility as ESA *"User"***: ASTM standards specify the "User" (the party who intends to use the ESA) is responsible for informing the environmental professional whether any environmental liens exist with regard to the property and must make the professional aware of any specialized knowledge or experience that is material to the recognition of environmental conditions in connection with the property. V3 will submit a questionnaire to the "User" in this regard. It is the CLIENT's responsibility to complete the "user" questionnaire and return this to V3 in a timely manner.
3. **Identification of Property Owner**: ASTM standards specify the property owner must make the professional aware of any specialized knowledge or experience that is material to the recognition of environmental conditions in connection with the property. V3 will contact the property owner to discuss this matter. V3 will submit a questionnaire to the property owner.
4. **Information and Data**: In the execution of this project, it is the CLIENT's responsibilities to:
   - Furnish available documents (i.e. - reports, surveys, chain-of-title), prior to project initiation.
     - Search for environmental cleanup liens (or designate V3 to perform this activity on the CLIENT's behalf).

CONFIDENTIALITY

V3 shall not reveal to any person or entity, except to any person or entity designated by the CLIENT, any of the terms of this agreement, any information furnished by the CLIENT, any findings, reports, or conclusions of V3 relating to the CLIENT's property ("confidential information"). This confidentiality shall survive the final payment of the CLIENT to V3 for services rendered. The CLIENT understands the Phase I ESA may uncover conditions that, by law, it must report to a regulatory agency and acknowledges that in such circumstances, V3 shall have no responsibility to make such report.

EXHIBIT IV (ALTERNATE SERVICE)
Environmental Cleanup Estimate

If requested by the CLIENT, V3 will provide an Environmental Cleanup Estimate. The findings of the Phase II ESA will be used to provide a preliminary estimate of remediation costs and closure of the Site under the Illinois EPA voluntary Site Remediation Program.

1. Provide an environmental summary inclusive of a preliminary cleanup strategy and a preliminary estimate of basic remediation costs and related reporting, as applicable.

2. The Draft Environmental Cleanup Estimate will be distributed electronically within 3 weeks following the completion of fieldwork.

EXHIBIT V (ALTERNATE SERVICE)
Project Meetings & Additional Consultation

If requested by the CLIENT, V3 will provide additional consultation and attend CLIENT meetings.

1. Participate in meetings (as requested) with CLIENT.

2. Provide additional consultation regarding environmental implications related to acquisition and reuse of the Site.

3. Assist CLIENT if requested in supporting negotiations with Seller.

EXHIBIT VI
Extent of Agreement

This Agreement is for the noted subsurface investigation services. The following services are **not** included, but may be provided under amendment to this Agreement if required by CLIENT:

1. SRP or LUST regulatory closure processing.
2. Supplemental site investigations beyond those stated within the proposed scope of services.
3. Tier 3 analyses and/or extensive statistical treatment of data for the purpose of demonstrating compliance with site remediation objectives.
4. Slug/pumping well tests & groundwater gradient mapping.
5. Establishment of new Highway Authority Agreements (HAAs) for off-site contamination.
6. Bidding phase services related to providing bid specifications, soliciting bids and qualifying contractor bids for environmental remediation.

7. Development of alternative remediation design and specifications (i.e., specification of in-situ soil blending to render soil non-hazardous for handling and disposal, etc.).
8. Soil gas investigations to further evaluate the Indoor Inhalation exposure route.
9. Perimeter monitoring and laboratory analysis of fugitive dust emissions from contaminated soils.
10. Post-remediation oversight of construction activities occurring within soils containing residual contamination.
11. Landfill waste characterization sample(s) and the preparation and coordination of waste profile for landfill waste acceptance.
12. Preparation and coordination of Clean Construction or Demolition Debris (CCDD) IEPA LPC 663 or similar packages for any required spoils export and acceptance.
13. Permitting and related evaluations for the management and/or surface discharge of contaminated seepage / groundwater that may be encountered during construction dewatering.
14. As-built or other surveys that may be required for specification of constructed barriers for SRP closure.
15. Assistance with the County recording of NFR letters.

Please note that V3 can provide many of the services outlined above should they be required.

V3 COMPANIES
BILLING RATE SCHEDULE

(Rates effective January 1, 2019 through December 31, 2019)

Description	Hourly Rate
Principal/Director	210.00
Operations Director	200.00
Senior Project Manager	200.00
Senior Estimator	190.00
Superintendent	170.00
Resident Engineer II	165.00
Resident Construction Manager II	160.00
Senior Ecologist	160.00
Project Manager II	160.00
Project Manager I	150.00
Resident Engineer I	145.00
Resident Construction Manager I	145.00
Senior Project Engineer	140.00
Construction Administrator III	140.00
Project Engineer II	135.00
Project Scientist II	130.00
Project Engineer I	130.00
Landscape Architect II	125.00
Senior Construction Technician	120.00
Landscape Architect I	115.00
Project Scientist I	115.00
Project Surveyor III	110.00
Senior Technician	110.00
Construction Technician III	110.00
Project Designer III	105.00
Engineer III	105.00
Project Surveyor I/II	105.00
Design Technician III	105.00
Scientist III	100.00
Construction Administrator II	100.00
Technician III	95.00
Engineer I/II	95.00
Designer I/II	90.00
Scientist I/II	90.00
Field Ecologist	85.00
Technician I/II	80.00
Project Coordinator	60.00
Survey Crew*	190.00

*Time is charged portal to portal

Laboratory Analyses	**(Std. TAT)**
Full Target Compound List (VOCs, SVOCs, PCBs/ Pesticides, pH, TAL total metals)	$ 575
VOCs	$ 95
BTEX	$ 45
BTEX/MTBE	$ 50
SVOCs	$ 215
PNAs/PAHs	$ 95
PCBs	$ 60
Pesticides	$ 95
PCBs/Pesticides	$ 140
Target Analyte List (TAL) Metals (Totals)	$ 180
RCRA 8 Metals (Totals)	$ 90
RCRA 8 Metals (SPLP or TCLP)	$ 145
Single (except Hg) Metal (SPLP or TCLP)	$ 75
pH	$ 10
TPH (Gas/Diesel/Oil)	$ 75
Fractional Organic Carbon (Foc)	$ 40
Method 5035 VOCs Sample Kits	$ 15
IL Greensheet (Code R/F List/PCB) Waste Scan (w/o TCLP Pests./Herbs.)	$1,000
Code CG Waste Scan (Flashpoint, Paint Filter, pH, TCLP Lead)	$ 125

- Laboratory Analysis Standard Analysis Turn-Around-Time (TAT) is 5 – 7 business days. Expedited TAT upon CLIENT request: 24 hr – 48 hr TAT @ 100% laboratory markup; 72 hr TAT @ 50% laboratory markup; 96 hr TAT @ 25% laboratory markup.

Unit Charges	
Photo-ionization Detector (PID)	$150/day
PPE/Environmental Health & Safety Consumables	$ 45/day
Hand-held Trimble GPS Unit	$100/day
Water Level Indicator	$ 20/day
Monitoring Well Locks	$ 15/ea
Peristaltic Pump	$ 35/day
Teflon Tubing (groundwater sampling)	$ 40/well
Low-flow Groundwater Sampling Equipment	$175/day
Water Quality Multi-Parameter Probe	$175/day
Transducer	$150/day
Soil Gas Field Equipment	$300/day

Vehicle mileage will be billed at the current IRS rate.

V3 COMPANIES
ENVIRONMENTAL SERVICES
TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.

b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

d. It is the role of CONSULTANT to make recommendations for a Scope of Work that reflects good commercial and customary practice. However, because the degree and associated expense of the investigation directly relates to the completeness of the Project Site characterization, The CLIENT shall determine and agree that an acceptable level of risk is reflected in the Scope of Work.

e. The CLIENT agrees that CONSULTANT shall not be responsible for the notification of regulatory and health agencies in regard to contamination or other health hazards found on the Project Site. The CLIENT may be obligated to contact a regulatory agency (or agencies) regarding the contamination within 24 hours of its discovery and confirmation. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save harmless CONSULTANT from any claims arising from CONSULTANT not reporting any such discovery to any public or private entity other than the CLIENT.

f. The CLIENT agrees that the historical ownership search performed by CONSULTANT in conjunction with the environmental site assessment is solely intended for interpretive use pertaining to environmental issues of the Project Site. The CLIENT recognizes that the use of information presented in the historical ownership search for any other purpose is inappropriate.

g. The CLIENT agrees that CONSULTANT is dependent upon information available from various government agencies and private database firms to aid in evaluating the environmental history of the site, and therefore acknowledges that the accuracy of CONSULTANT's record searches is dependent upon the quality of the record keeping practices of such agencies and firms. CONSULTANT shall not be liable for any such agency's or database firm's failure to make relevant files or documents available, to properly index files or documents, or otherwise fail to maintain or produce accurate or complete records.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.

b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

d. The Scope of Work shall not specifically identify health or safety hazards from chemical substances or physical safety hazards on the Project Site.

e. Any recommendations for subsequent environmental work are intended as guidelines only. A qualified environmental consulting firm, such as CONSULTANT, should be contacted to define the specific, detailed Scope(s) of Work and to supervise the execution of these recommendations.

f. CONSULTANT services will include a preliminary, cursory, visual inspection for the presence or absence of asbestos. If asbestos is suspected to exist, CONSULTANT will recommend that a full inspection be conducted along with a sampling and analysis of the suspect material for content. The CLIENT shall contract separately for this service at additional cost to the CLIENT.

g. Our services shall only include a preliminary review of the material handling or waste disposal activities at the Project Site. A comprehensive audit shall not be conducted as part of the Scope of Work. In addition, the Scope of Work does not include a comprehensive audit of all issues pertaining to the compliance of a facility with state and federal permits, reporting requirements or OSHA regulations.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed $100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

15. CONSTRUCTION STAKING PROVISIONS

a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at $300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.

c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blueline drawings for the project shall be supplied to CONSULTANT by CLIENT.
d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

16. GENERATION OF WASTE

CLIENT agrees that CONSULTANT acts only as a bailee and at no time assumes title of waste produced at the Project Site. The CLIENT shall not claim that CONSULTANT is a handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976, as amended, or any other similar Federal, state or local regulation or law. In addition, it shall be understood that the CLIENT has the title to, with all responsibility and liability, for any waste generated during our Scope of Work.

17. ROLE OF CONSULTANT, CLIENT AND ATTORNEY

The CLIENT agrees that although CONSULTANT is required by the nature of the work to have an understanding of the laws pertaining to environmental issues, CONSULTANT shall not offer legal advice to the CLIENT. Furthermore, the CLIENT shall not construe or assume that any representations made by CONSULTANT in written or conversational settings constitute a legal representation of environmental law or practice.

18. STANDARD OF CARE

CLIENT recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by CONSULTANT and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. CONSULTANT agrees to use that level of care and skill ordinarily exercised by other professional consultants acting under similar circumstances in performing its services hereunder. Except for this standard of care and skill, no warranty, expressed or implied, is made or intended by CONSULTANT in providing the services hereunder, including the furnishing of oral or written reports or the findings made.

19. FAILURE TO ENCOUNTER HAZARDOUS MATERIALS

CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claims or liability for injury or loss arising from CONSULTANT's failure to detect the presence of hazardous materials, including CONSULTANT, though the investigatory steps and procedures agreed to for this assessment, unless the failure to disclose hazardous materials was due to CONSULTANT's failure to follow the procedures specified in the attached proposal.

20. UTILITIES

In the execution of any subsurface exploration CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The CLIENT agrees to hold CONSULTANT harmless for any damages to subterranean structures or utilities that they are not made aware of or correctly shown on the plans furnished.

21. AQUIFER CONTAMINATION

The CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claim or liability for injury or loss which may arise as a result of cross-contamination caused by drilling and sampling unless due to CONSULTANT's negligence and to compensate CONSULTANT for accompanying time and expenses.

22. DISPOSAL OF SAMPLES

Samples of soil, rock, water waste, or other materials contaminated by hazardous substances, including asbestos, obtained from the project site are the property of the CLIENT. CONSULTANT shall retain such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures which encompasses removing the contaminated samples from CONSULTANT's custody and transporting them to a disposal site. Accordingly, unless CLIENT indicates otherwise within the thirty (30) day period referenced above, CLIENT hereby instructs CONSULTANT to make arrangements, as CLIENT's agent, for proper transportation and disposal of samples with appropriate licensed parties. Due to the risks to which CONSULTANT is exposed, CLIENT agrees to waive any claim against CONSULTANT, and to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT service as CLIENT's agent in arranging for proper transportation and disposal of contaminated samples. CLIENT agrees to pay all costs associated with this disposal.

23. ROOF CUTS

If roof cuts are authorized by CLIENT in an asbestos investigation, it is the responsibility of CLIENT to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time the samples are obtained, CONSULTANT may make temporary repairs at the time of sampling and inspection which may result in additional charges. CONSULTANT personnel are not certified in roofing repair and CONSULTANT shall therefore under no circumstance be responsible for the adequacy and water tightness of the temporary repairs, nor shall CONSULTANT be responsible for any water damage to the roofing system, building, or its contents resulting from CONSULTANT's temporary repairs.