



Next Ord. No. 4479
Next Reso. No. 25035

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

Village Board of Trustees

June 9, 2025

7:00 PM

Village President Kevin Patrick
Village Clerk Rolf Laukant

Village Trustees Cari Alfano, Jorge Cordova, Tina Konstatos, Jack Kozar, Deepa Kumar and Khalid Sabri

Public participation is invited. When called upon, please approach the microphone and state your name. Kindly limit your remarks to 3 minutes.

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations**
 - a. National Safety Month June 2025
 - b. Proclamation Recognizing June 19th, 2025 as Juneteenth 2025
- 7. Presentation**
 - a. Swearing in of Appointed Village Manager, Michael Rivas.
- 8. Appointment to Commission**
- 9. Consent Agenda**
 - a. Bill Listing for the week of May 16, 2025 in the amount of \$272,193.54 and May 26, 2025 in the amount of \$865,579.78.
 - b. Approval of the Minutes of the Committee of the Whole and Village Board of Trustees Meetings held on May 19, 2025.
 - c. Approval of the Minutes of the Special Meeting of the Village Board of Trustees held on May 28, 2025.
- 10. Ordinance for First Reading**

- a. An Ordinance Amending Section 3-313(A) of Chapter 3 of the Villa Park Municipal Code in Order to Increase by One the Maximum Number of Licenses Permitted Under the Class D Liquor License Classification

This ordinance will add a Class D license, increasing the total to 8 Class D licenses. The Liquor Commissioner has approved the issuance of this license at 54 S Villa Ave, 7-Eleven.

11. Ordinance for Second Reading

12. Ordinances

- a. An Ordinance Authorizing the Acquisition of a Certain Parcel of Real Estate within the Corporate Boundaries of the Municipality for Public Purposes and Authorizing the Village Manager and/or Village Attorneys to Make an Offer to the Record Owner of the Property

This is an Ordinance Authorizing the Acquisition of the property commonly known as 405 N Ardmore Ave owned by Hawthorneworld Villa Park, LP.

13. Resolutions

- a. Resolution Approving a Parental Leave Policy
- b. Resolution Approving a Collective Bargaining Agreement with the Fraternal Order of Police-Sergeants.

This resolution would authorize the Village President and Village Manager to execute a collective bargaining agreement between the Village of Villa Park, Illinois and the Illinois Fraternal Order of Police, Labor Council. Staff recommends approval of the resolution.

- c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 01 to the Contract with Superior Road Striping, Inc., dba High Star Traffic, of Bartlett, Illinois, for the 2024 Pavement Marking Program for a Net Deduction in the Amount of \$13,568.73.

The Village has a contract with Superior Road Striping, Inc. dba High Star Traffic, of Bartlett, Illinois, in the amount of \$85,461.25 for the 2024 Pavement Marking Program. Proposed final Change Order Number 01 consists of the final balancing of contract quantities as measured in the field. The net amount of the proposed final Change Order Number 01 is a deduction in the amount of \$13,568.73, for an adjusted contract amount of \$71,892.52. Staff recommends approval of this change order.

- d. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with SKC Construction, Inc., of West Dundee, Illinois, for 2025 Crack Seal and Seal Coating Services in an Amount Not to Exceed \$55,200.

This Resolution authorizes the Village President to execute a contract with SKC Construction, Inc. for the 2025 Crack Seal and Seal Coat Services. Inc. The project was a joint bid with several DuPage County municipalities in which the Village of Woodridge publicly advertised and competitively bid, with a bid opening held on February 18th, 2025. The villages received two bids, with the lowest responsible bid

submitted by SKC Construction, Inc., of West Dundee, Illinois, in the amount of \$55,200 for the Village of Villa Park portion. Staff recommends approval of a resolution to award a contract to SKC Construction, Inc. for the 2025 Crack Seal and Seal Coating Services to crack seal various roadways in the Village.

- e. Resolution Amending Employee Leasing Agreement Between MGT Impact Solutions, LLC and the Village of Villa Park (Interim Human Resources Manager)

14. Unfinished Business

- a. Revisit the Village Board of Trustees' Rules of Order and Procedure (passed March 24, 2025, Resolution #25015).

15. New Business

16. Village Commission Reports

17. Village Clerk's Report

18. Village Trustees' Report

19. Village President's Report

20. Village Manager's Report

21. Executive Session

- a. 5 ILCS 120/2(c)(5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

5 ILCS 120/2(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

5 ILCS 120/2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity.

22. Possible Action items Following Executive Session

- a. Resolution of the Village of Villa Park, DuPage County, Illinois Approving an Employment Separation and Release Agreement with Matthew C. Harline
- b. Motion of the Village Board of Trustees of Villa Park Consenting to the Village Manager's Removal of the Village Attorney from Office

- c. Resolution of the Village of Villa Park, DuPage County, Illinois Establishing the Compensation of the Village Attorney
- d. Resolution of the Village of Villa Park, DuPage County, Illinois Approving an Employment Agreement with Michael Rivas

23. Adjournment

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



Village of Villa Park

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

Proclamation Recognizing June 2025 as National Safety Month

WHEREAS, National Safety Month is observed in June each year to promote awareness of preventable injuries and deaths; and

WHEREAS, each week in June focuses on different safety themes such as workplace safety, road safety, and mental health wellness; and

WHEREAS, in Illinois, the National Safety Council encourages participation in various safety activities to promote awareness and prevention of injuries at work, on the road, and in communities; and

WHEREAS, participants can access the National Safety Council's resources such as posters, safety talks, quizzes and videos which promotes a culture of safety awareness.

WHEREAS, safety awareness includes staying alert, evaluating your surroundings, and creating and implementing safety protocols which can be shared within the community.

NOW, THEREFORE, I, Kevin Patrick, President of the Village of Villa Park, do hereby proclaim and recognize **June 2025 as National Safety Month** in the Village of Villa Park, Illinois and encourage all residents to observe this month by practicing safe and healthy behaviors in all aspects of their lives

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of June, 2025.

Kevin Patrick, Village President

Rolf Laukant, Village Clerk



Village of Villa Park

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

Proclamation Recognizing June 19th, 2025 as Juneteenth 2025 in the Village of Villa Park

WHEREAS, on June 19, 1865, the last enslaved African Americans in the United States were informed of their freedom, marking the end of an era of suffering and oppression. This day represents the resilience of the human spirit and the pursuit of equality; and

WHEREAS, today, we affirm our commitment to dismantle systemic racism, to healing our community, and foster understanding among all people; and

WHEREAS, on this Juneteenth, let us gather in unity to celebrate freedom and embrace diversity by uplifting one another; and

WHEREAS, we honor the past and hope to carry on a brighter, more inclusive future.

NOW, THEREFORE, I, Kevin Patrick, President of the Village of Villa Park, do hereby proclaim and recognize **June 19, 2025 as Juneteenth 2025**, and encourage unity in the Village of Villa Park.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of June, 2025.

Kevin Patrick, Village President

Rolf Laukant, Village Clerk

**BILL LISTING TO BE PRESENTED TO
THE BOARD OF TRUSTEES ON**

06.09.25

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/19/2025 - 05/19/2025
POSTED AND UNPOSTED OPEN AND PAID
BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 110 PUBLIC AFFAIRS					
10-110-521100	LEGAL SERVICES - GEN. MATT ROBBINS SCHWARTZ		GENERAL MATTERS APRIL 2025	53.75 ✓	None
10-110-521100	LEGAL SERVICES - MULAWA AP ROBBINS SCHWARTZ		MULAWA V. VP CED	215.00 ✓	None
10-110-521100	LEGAL SERVICES - APRIL 202 ROBBINS SCHWARTZ		JP REVIEW	376.25 ✓	None
10-110-521100	LEGAL SERVICES - GENERAL M STORINO RAMELLO & DURKIN		GENERAL MATTERS	9,026.10 ✓	None
10-110-521102	LEGAL SERVICES-POLICE (PRO ROBBINS SCHWARTZ		PROSECUTIONS APRIL 2025	3,018.75 ✓	None
10-110-529900	SGR LEADERSHIP MEETING W/A STRATEGIC GOVERNMENT RESOU		FINAL LEADERSHIP GROUP EVENT WITH A.	6,036.36 ✓	None
			Total Department 110 PUBLIC AFFAIRS	18,726.21	
Department: 120 MANAGER-ADMINISTRATION					
10-120-529900	INTERNET SERVICE	COMCAST	INTERNET TV SERVICE 05/05/25-06/04/25	461.64 ✓	None
			Total Department 120 MANAGER-ADMINISTRATION	461.64	
Department: 121 MANAGER-IT					
10-121-527001	DOCK STATION	DELL MARKETING LP	DOCK STATION	278.99 ✓	None
10-121-529901	APRIL 2025 INTEGRATED ABSO BS&A SOFTWARE		APRIL 2025 INTEGRATED ABSORB FEE	13,321.60 ✓	None
10-121-529901	MARCH 2025 INTEGRATED ABSO BS&A SOFTWARE		MARCH 2025 INTEGRATED ABSORBED FEE	13,125.53 ✓	None
10-121-529901	JANUARY 2025 INTEGRATED PA BS&A SOFTWARE		JANUARY 2025 INTEGRATED PAYMENT ABSOR	385.09 ✓	None
10-121-529901	ADDITIONAL LASERFICHE LICE TKB ASSOCIATES INC		ADDITIONAL LASERFICHE LICENSES	3,540.10 ✓	None
10-121-529901	OTHER CONTRACTUAL SERVICES CFA SOFTWARE INC		CFA FLEET SOFTWARE SUPPORT & MAINTENA	1,795.00 ✓	None
			Total Department 121 MANAGER-IT	32,446.31	
Department: 130 FINANCE					
10-130-529900	PRODUCTION SERVICES FOR UT AMERICAN PRINTING TECHNOLO		PRODUCTION SERVICES FOR UTILITY BILL	208.35 ✓	None
10-130-529900	TEMP FINANCE STAFF	CONNECT SEARCH LLC	TEMP FINANCE STAFF	1,122.12 ✓	None
10-130-529900	TEMP FIN STAFF- LARIN	CONNECT SEARCH LLC	TEMP FIN STAFF- LARIN	1,480.50 ✓	None
10-130-529900	AUDIT	LAUTERBACH & AMEN LLP	AUDIT	350.00 ✓	None
			Total Department 130 FINANCE	3,160.97	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-539900	RECEIPT FOR EQUIPMENT NEE VOGT, MICK		RECEIPT FOR EQUIPMENT NEEDED	38.98 ✓	None
			Total Department 140 COMMUNITY DEVELOPMENT	38.98	
Department: 150 CENTRAL SERVICES					
10-150-520500	UTILITY SRVC POSTAGE	AMERICAN PRINTING TECHNOLO	UTILITY SRVC POSTAGE	5,000.00 ✓	None
10-150-521000	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	2.26 ✓	None
10-150-525000	EMPLOYEE WELLNESS PROGRAM	EMPOWER HEALTH SERVICES	EMPLOYEE WELLNESS PROGRAM ANNUAL EXAM	4,830.00 ✓	None
10-150-529900	REIMBURSEMENT OF BENEFIT P CREWS, MARY		REIMBURSEMENT OF BENEFIT PYMT	1,561.70 ✓	None
			Total Department 150 CENTRAL SERVICES	11,393.96	
Department: 160 BUILDINGS & GROUNDS					
10-160-529900	OTHER CONTRACTUAL SERVICES DUPAGE SECURITY SOLUTIONS		PD ADMIN DOOR LOCK REPLACEMENT	699.35 ✓	None
			Total Department 160 BUILDINGS & GROUNDS	699.35	
Department: 180 GARAGE					
10-180-521505	UNIFORMS, RAGS, MATS CLEAN CINTAS CORPORATION		UNIFORMS, RAGS, MATS CLEANING	90.42 ✓	None
10-180-530300	FLEET MANAGERS ANNUAL DUES MUNICIPAL FLEET MANAGERS A		FLEET MANAGERS ANNUAL DUES	50.00 ✓	None
10-180-530800	PARKS 232 ENGINE OIL	Carquest 2765	PARKS 232 ENGINE OIL	89.88 ✓	None
10-180-530900	PARKS 254 FUEL TO DRIVE HO Loves #0395 Outside		PARKS 254 FUEL TO DRIVE HOME FROM NEW	50.00 ✓	None
10-180-530900	DIESEL EXHAUST FLUID 10 JU Carquest 2765		DIESEL EXHAUST FLUID 10 JUGS	99.90 ✓	None
10-180-531000	FRONT BRAKE PADS 2 SETS FO CHICAGO PARTS & SOUND LLC		FRONT BRAKE PADS 2 SETS FOR POLICE DU	203.26 ✓	None
10-180-531000	BRAKE PADS , ROTORS FOR ST CHICAGO PARTS & SOUND LLC		BRAKE PADS , ROTORS FOR STOCK PD DURA	653.19 ✓	None
10-180-531000	PD 194 OXYGEN SENSOR	BRAD MANNING FORD INC	PD 194 OXYGEN SENSOR	61.85 ✓	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/19/2025 - 05/19/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 180 GARAGE					
10-180-531000	PARKS 254 EXTRA IGNITION K	Sq A Bobs Advanced Lo	PARKS 254 EXTRA IGNITION KEY	125.00 ✓	None
10-180-531000	FLEET 4 SPARE KEYS FOR MIS	In Dupage Security So	FLEET 4 SPARE KEYS FOR MISC LOCKS	14.76 ✓	None
10-180-531000	PARKS 250 BEDLINE BOX	Ziebart I1 - 45	PARKS 250 BEDLINE BOX	750.00 ✓	None
10-180-531000	FIRE E80 REPLACE TURBO ACT	Cummins Inc - F2	FIRE E80 REPLACE TURBO ACTUATOR	3,156.98 ✓	None
10-180-531000	PARKS 250 KEY FOB AND KEY	Sq A Bobs Advanced Lo	PARKS 250 KEY FOB AND KEY , PROGRAM	285.00 ✓	None
10-180-531000	PW 77 NEW BATTERY	Carquest 2765	PW 77 NEW BATTERY	158.23 ✓	None
10-180-531000	PARKS 250 RUNNING BOARDS	Amazon Mktp1 594260473	PARKS 250 RUNNING BOARDS	148.40 ✓	None
10-180-531000	FLEET 10 FORKLIFT CAM SENS	Solidliftparts.Com	FLEET 10 FORKLIFT CAM SENSOR	56.79 ✓	None
10-180-531000	FIRE 081 BATTERY MAINTAIN	Amazon Reta Sz5es30x3	FIRE 081 BATTERY MAINTAINER	79.95 ✓	None
10-180-531000	PW1 REAR WALKING BEAM REPA	Service Spring	PW1 REAR WALKING BEAM REPAIRS	3,066.32 ✓	None
10-180-531000	STOCK AIR FILTER	Carquest 2765	STOCK AIR FILTER	43.54 ✓	None
10-180-531000	STOCK MISC FILTERS	Carquest 2765	STOCK MISC FILTERS	349.38 ✓	None
10-180-531000	FUEL FILTER WATER SEPERATO	Carquest 2765	FUEL FILTER WATER SEPERATOR STOCK	30.33 ✓	None
10-180-531000	PW 94 REAR TAIL LIGHT	Carquest 2765	PW 94 REAR TAIL LIGHT	24.80 ✓	None
10-180-531000	PD 144 HEATER HOSE ASSSEMB	Carquest 2765	PD 144 HEATER HOSE ASSEMBLIES	112.58 ✓	None
10-180-531000	PD 144 FRONT HUB ASSEMBLY	Carquest 2765	PD 144 FRONT HUB ASSEMBLY	156.36 ✓	None
10-180-531000	PW 1 TOW TO SERVICE SPRING	West Sons Towing	PW 1 TOW TO SERVICE SPRING	636.25 ✓	None
10-180-531000	FIRE 081 BATTERY	Advance Auto Parts #87	FIRE 081 BATTERY	168.83 ✓	None
10-180-531000	STOCK H8 BATTERY	Carquest 2765	STOCK H8 BATTERY	190.83 ✓	None
10-180-531000	STOCK 65 SERIES BATTERY	INTERSTATE BATTERIES OF SO	STOCK 65 SERIES BATTERY	149.95 ✓	None
10-180-531000	PW 17 RIGHT FRONT FLAT TIR	WENTWORTH TIRE SERVICE	PW 17 RIGHT FRONT FLAT TIRE REPAIR	337.49 ✓	None
10-180-531500	PW 65 SAFETY LANE TEST	SUBURBAN DRIVELINE INC	PW 65 SAFETY LANE TEST	45.00 ✓	None
10-180-532200	HAND TOOLS PICK	Jacob Keller Matco	HAND TOOLS PICK	10.71 ✓	None
Total Department 180 GARAGE				11,395.98	
Department: 207 POLICE-RECORDS					
10-207-523007	BUSINESS CARDS-OFS SILVA & DEPENDABLE PRINTING SERVIC	BUSINESS CARDS-OFS SILVA & RAYMOND		119.66 ✓	None
Total Department 207 POLICE-RECORDS				119.66	
Department: 208 POLICE-DETECTIVES					
10-208-529908	CAMERAS FKA FALCON	FLOCK SAFETY	CAMERAS FKA FALCON	12,000.00 ✓	None
Total Department 208 POLICE-DETECTIVES				12,000.00	
Department: 209 POLICE-PATROL					
10-209-529909	TASER HOLSTER, SPARE CART, AXON ENTERPRISE INC		TASER HOLSTER, SPARE CART, BATTERY PA	5,452.80 ✓	None
10-209-529909	FLEET CAR WASHES 4/30-5/5/ ZIPS CAR WASH LLC		FLEET CAR WASHES 4/30-5/5/2025	57.00 ✓	None
Total Department 209 POLICE-PATROL				5,509.80	
Department: 211 FIRE-ADMIN					
10-211-520201	2025 FS EXEC SUPPORT CERT	IFSAP	2025 FS EXEC SUPPORT CERT PROGRAM - V	400.00 ✓	None
10-211-521001	PERS DEVICE PHONE REIMB	STAPLETON, STEVEN	PERS DEVICE PHONE REIMB	149.94 ✓	None
10-211-529901	2 CAR WASHES	ZIPS CAR WASH LLC	2 CAR WASHES	6.00 ✓	None
Total Department 211 FIRE-ADMIN				555.94	
Department: 212 FIRE PREVENT & PROTECT					
10-212-529922	FIRE EXTINGUISHER REPAIR	P A CRIMSON FIRE RISK SERV	FIRE EXTINGUISHER REPAIR	32.91 ✓	None
10-212-531121	REIMB: SCHOOL RAFFLE REFRE MAGNUSSEN, VALERIE		REIMB: SCHOOL RAFFLE REFRESHMENTS 5.1	14.99 ✓	None
Total Department 212 FIRE PREVENT & PROTECT				47.90	
Department: 232 AMBULANCE/PARAMEDIC					
10-232-539902	THERAPY OXYGEN CYLINDER	TERRACE SUPPLY COMPANY	THERAPY OXYGEN CYLINDER	52.76 ✓	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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POSTED AND UNPOSTED OPEN AND PAID
BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 232 AMBULANCE/PARAMEDIC					
10-232-539902	THERAPY OXYGEN CYLINDER	TERRACE SUPPLY COMPANY	THERAPY OXYGEN CYLINDER	52.76 ✓	None
			Total Department 232 AMBULANCE/PARAMEDIC	105.52	
Department: 240 GARBAGE					
10-240-299004	OTHER CONTRACTUAL SERVICES LAKESHORE RECYCLING SYSTEM APRIL 2025 TRASH AND RECYCLING			153,303.15 ✓	None
			Total Department 240 GARBAGE	153,303.15	
Department: 255 PW-TRAFFIC					
10-255-521925	118 S VILLA AVE; 03/12/25- CONSTELLATION NEWENERGY IN 118 S VILLA AVE; 03/12/25-04/11/25			69.50 ✓	None
10-255-521925	1 S CENTRAL LITE RT/25; 03 CONSTELLATION NEWENERGY IN 1 S CENTRAL LITE RT/25; 03/12/25-04/1			673.67 ✓	None
10-255-539325	SQUARE D 4-POSITION SWITCH EXCEL LTD INC		SQUARE D 4-POSITION SWITCH	159.26 ✓	None
			Total Department 255 PW-TRAFFIC	902.43	
			Total Fund 10 CORPORATE FUND	250,867.80	
Fund: 11 GENERAL FUND-CAPITAL					
Department: 202 EQUIP & SUPPLIES					
11-202-540102	PROFESSIONAL SERVICES, MAT MIDWEST ENVIRONMENTAL		HAZARDOUS MATERIAL TESTING OF THE IOW	5,760.00 ✓	None
			Total Department 202 EQUIP & SUPPLIES	5,760.00	
			Total Fund 11 GENERAL FUND-CAPITAL	5,760.00	
Fund: 25 TIF 7 FUND-ST CHARLES RD-COMM					
Department: 241 TIF CAPITAL & CONTRACTUAL					
25-241-529901	OTHER CONTRACTUAL SERVICES STORINO RAMELLO & DURKIN	ST. CHARLES ROAD TIF 7		102.45 ✓	None
			Total Department 241 TIF CAPITAL & CONTRACTUAL	102.45	
			Total Fund 25 TIF 7 FUND-ST CHARLES RD-COMM	102.45	
Fund: 26 TIF 6 FUND-NO ARDMORE/VERMONT					
Department: 241 TIF CAPITAL & CONTRACTUAL					
26-241-529901	OTHER CONTRACTUAL SERVICES STORINO RAMELLO & DURKIN	NORTH ARDMORE TIF 6		53.75 ✓	None
			Total Department 241 TIF CAPITAL & CONTRACTUAL	53.75	
			Total Fund 26 TIF 6 FUND-NO ARDMORE/VERMONT	53.75	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS PHONE SERVICE		0.53 ✓	None
			Total Department 201 ADMINISTRATION	0.53	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	CONTRACTED COOKING CLASS A TARA HUMPHREY		CONTRACTED COOKING CLASS ADULTS 4/8-4	308.00 ✓	None
			Total Department 236 PRR-FALL-WNTR-SPRING	308.00	
			Total Fund 35 RECREATION FUND	308.53	
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS PHONE SERVICE		0.10 ✓	None
			Total Department 201 ADMINISTRATION	0.10	
			Total Fund 36 PARKS FUND	0.10	

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BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 41 SWIMMING POOL & REC FUND					
Department: 301 POOL&REC-ADMIN					
41-301-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	0.09 ✓	None
			Total Department 301 POOL&REC-ADMIN	0.09	
Department: 303 VPRC					
41-303-529903	CO-OP SENIOR BUS TRIP	OAK BROOK PARK DISTRICT	CO-OP SENIOR BUS TRIP	993.00 ✓	None
			Total Department 303 VPRC	993.00	
			Total Fund 41 SWIMMING POOL & REC FUND	993.09	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 202 EQUIP & SUPPLIES					
68-202-529902	RIDGE RD DRAINAGE IMPROVEM	DAILY HERALD	RIDGE RD DRAINAGE IMPROVEMENT BID AD	342.70 ✓	None
			Total Department 202 EQUIP & SUPPLIES	342.70	
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529910	DRAINAGE ASSISTANCE REIMBU	PAUL BOILLOT	DRAINAGE ASSISTANCE PROGRAM REIMBURSE	530.36 ✓	None
			Total Department 210 CONTRACTUAL - SP REV FUNDS	530.36	
			Total Fund 68 STORMWATER BUYOUT FUND	873.06	
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	0.07 ✓	None
82-201-530301	IEPA DRINKING WATER RENEWA	VENCHUS, THOMAS	IEPA DRINKING WATER RENEWAL	10.00 ✓	None
			Total Department 201 ADMINISTRATION	10.07	
Department: 202 EQUIP & SUPPLIES					
82-202-521902	CORNELL PUMP STATION; 03/1	CONSTELLATION NEWENERGY IN	CORNELL PUMP STATION; 03/12/25-04/11/	1,585.11 ✓	None
82-202-535202	HYMAX COUPLINGS	CORE & MAIN	HYMAX COUPLINGS	3,798.00 ✓	None
			Total Department 202 EQUIP & SUPPLIES	5,383.11	
			Total Fund 82 WATER SUPPLY FUND	5,393.18	
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
83-201-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	0.06 ✓	None
83-201-529901	PRODUCTION SERVICES FOR UT	AMERICAN PRINTING TECHNOLO	PRODUCTION SERVICES FOR UTILITY BILL	416.70 ✓	None
83-201-529901	INTERNET SERVICE	COMCAST	INTERNET TV SERVICE 05/05/25-06/04/25	24.76 ✓	None
			Total Department 201 ADMINISTRATION	441.52	
Department: 202 EQUIP & SUPPLIES					
83-202-521902	149 S MONTEREY; 03/12/25-0	CONSTELLATION NEWENERGY IN	149 S MONTEREY; 03/12/25-04/11/25	3,700.06 ✓	None
83-202-522402	PERMIT FEE REIMBURSEMENT	MARCELLO, CINDI	533 S ADDISON - HOME FLOOD PREVENTION	200.00 ✓	None
83-202-540102	533 S ADDISON - HOME FLOOD	MARCELLO, CINDI	533 S ADDISON - HOME FLOOD PREVENTION	3,500.00 ✓	None
			Total Department 202 EQUIP & SUPPLIES	7,400.06	
			Total Fund 83 WASTEWATER FUND	7,841.58	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		10-110-521100	LEGAL SERVICES	9,671.10	
		10-110-521102	LEGAL SERVICES-POLICE	3,018.75	
		10-110-529900	OTHER CONTRACTUAL SERVICES	6,036.36	
		10-120-529900	OTHER CONTRACTUAL SERVICES	461.64	
		10-121-527001	MAINT OF OFFICE EQUIPMENT	278.99	
		10-121-529901	OTHER CONTRACTUAL SERVICES	32,167.32	
		10-130-529900	OTHER CONTRACTUAL SERVICES	3,160.97	
		10-140-539900	OTHER SUPPLIES	38.98	
		10-150-520500	POSTAGE	5,000.00	
		10-150-521000	TELEPHONE	2.26	
		10-150-525000	EMPLOYEE BENEFITS	4,830.00	
		10-150-529900	OTHER CONTRACTUAL SERVICES	1,561.70	
		10-160-529900	OTHER CONTRACTUAL SERVICES	699.35	
		10-180-521505	SHOP SERVICES	90.42	
		10-180-530300	DUES & PUBLICATIONS	50.00	
		10-180-530800	ENGINE OIL	89.88	
		10-180-530900	GAS & DIESEL FUEL	149.90	
		10-180-531000	MOTOR VEHICLE PARTS & ACCESS	10,960.07	
		10-180-531500	INSPECTIONS AND SAFETY TESTS	45.00	
		10-180-532200	HAND TOOLS	10.71	
		10-207-523007	PRINTING SERVICES	119.66	
		10-208-529908	OTHER CONTRACTUAL SERVICES	12,000.00	
		10-209-529909	OTHER CONTRACTUAL SERVICES	5,509.80	
		10-211-520201	TRAINING & CONFERENCES	400.00	
		10-211-521001	TELEPHONE	149.94	
		10-211-529901	OTHER CONTRACTUAL SERVICES	6.00	
		10-212-529922	OTHER CONTRACTUAL SERVICES	32.91	
		10-212-531121	PROGRAM SUPPLIES	14.99	
		10-232-539902	OTHER SUPPLIES	105.52	
		10-240-299004	OTHER CONTRACTUAL SERVICES	153,303.15	
		10-255-521925	UTILITY - ELECTRIC	743.17	
		10-255-539325	STREET LIGHTING MATERIALS	159.26	
		11-202-540102	CAPITAL OUTLAY	5,760.00	
		25-241-529901	OTHER CONTRACTUAL SERVICES	102.45	
		26-241-529901	OTHER CONTRACTUAL SERVICES	53.75	
		35-201-521001	TELEPHONE	0.53	
		35-236-529936	OTHER CONTRACTUAL SERVICES	308.00	
		36-201-521001	TELEPHONE	0.10	
		41-301-521001	TELEPHONE	0.09	
		41-303-529903	OTHER CONTRACTUAL SERVICES	993.00	
		68-202-529902	OTHER CONTRACTUAL SERVICES	342.70	
		68-210-529910	OTHER CONTRACTUAL SERVICES	530.36	
		82-201-521001	TELEPHONE	0.07	
		82-201-530301	DUES & PUBLICATIONS	10.00	
		82-202-521902	UTILITY - ELECTRIC	1,585.11	
		82-202-535202	WATERMAIN REPAIR PARTS	3,798.00	
		83-201-521001	TELEPHONE	0.06	
		83-201-529901	OTHER CONTRACTUAL SERVICES	441.46	
		83-202-521902	UTILITY - ELECTRIC	3,700.06	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/19/2025 - 05/19/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		83-202-522402	PERMIT FEE REIMBURSEMENT	200.00	
		83-202-540102	CAPITAL OUTLAY	3,500.00	
---	TOTALS BY FUND ---				
		10	CORPORATE FUND	250,867.80	
		11	GENERAL FUND-CAPITAL	5,760.00	
		25	TIF 7 FUND-ST CHARLES RD-COMM	102.45	
		26	TIF 6 FUND-NO ARDMORE/VERMONT	53.75	
		35	RECREATION FUND	308.53	
		36	PARKS FUND	0.10	
		41	SWIMMING POOL & REC FUND	993.09	
		68	STORMWATER BUYOUT FUND	873.06	
		82	WATER SUPPLY FUND	5,393.18	
		83	WASTEWATER FUND	7,841.58	
		Total For All Funds:		272,193.54	

Charles Howard I

5/15/25

J. M. H. H. H.

15-May 2025

**BILL LISTING TO BE PRESENTED TO
THE BOARD OF TRUSTEES ON**

06.09.25

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/26/2025 - 05/26/2025
POSTED AND UNPOSTED OPEN AND PAID
BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 000					
10-000-231145	PUBLIC NOTICE 600 N VILLA	DAILY HERALD	PUBLIC NOTICE 600 N VILLA	135.70	None
10-000-231145	PZ-25-03	DAILY HERALD	PZ-25-03	158.70	None
Total Department 000				294.40	
Department: 110 PUBLIC AFFAIRS					
10-110-521102	ADMINISTRATIVE HEARINGS	OTTOSEN DINOLFO	ADMINISTRATIVE HEARINGS	852.50	None
10-110-565600	PRE EMPLOYMENT PSYCHOLOGIC	C.O.P.S AND F.I.R.E PERSON	PRE EMPLOYMENT PSYCHOLOGICAL - RM	500.00	None
10-110-565700	INVOICE FOR HPC PLAQUES	MICHAEL HEALY DESIGNS INC.	INVOICE FOR HPC PLAQUES	747.99	None
Total Department 110 PUBLIC AFFAIRS				2,100.49	
Department: 121 MANAGER-IT					
10-121-527001	DOCK STATION	DELL MARKETING LP	DOCK STATION	195.24	None
10-121-527001	LATPTOP	DELL MARKETING LP	LATPTOP	900.44	None
10-121-527001	MONITOR	DELL MARKETING LP	MONITOR	408.24	None
10-121-527001	wireless Keyboard	Amazon.Com Ka22z67i3	wireless Keyboard	24.99	None
10-121-527001	Ethernet Extender	Amazon Mktpl 7m9fd34n3	Ethernet Extender	40.84	None
10-121-527001	First Arriving Software	In First Arriving Io,	First Arriving Software	495.00	None
10-121-527001	TV Wall Mount	Amazon Mktpl Rv19n8m13	TV Wall Mount	35.58	None
10-121-527001	Chromebox Intel Celeron	Amazon Mktpl 902fw2rd3	Chromebox Intel Celeron	89.98	None
10-121-527001	(2) Smart TVs	Amazon.Com Ji9f24gx3	(2) Smart TVs	276.00	None
10-121-527001	LAPTOP	DELL MARKETING LP	LAPTOP	1,746.02	None
10-121-529901	VALIDATION FIRE	IMAGETREND INC	VALIDATION FIRE	1,229.87	None
10-121-529901	TIMECLOCK SOFTWARE	COMMEG SYSTEMS INC	TIMECLOCK SOFTWARE	660.00	None
Total Department 121 MANAGER-IT				6,102.20	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-529900	OTHER CONTRACTUAL SERVICES	DUPAGE COUNTY RECORDER	DUPAGE COUNTY RECORDER LIEN RELEASE	285.00	None
10-140-529900	COSTAR INVOICE	COSTAR REALTY INFORMATION	COSTAR INVOICE	500.00	None
10-140-529900	COSTAR INVOICE	COSTAR REALTY INFORMATION	COSTAR INVOICE	500.00	None
Total Department 140 COMMUNITY DEVELOPMENT				1,285.00	
Department: 180 GARAGE					
10-180-521505	UNIFORMS, RAGS CLEANING	CINTAS CORPORATION	UNIFORMS, RAGS CLEANING	71.63	None
10-180-529900	ANNUAL FUEL TANK TESTING	CROWNE INDUSTRIES LTD	ANNUAL FUEL TANK TESTING	1,180.00	None
10-180-531000	FIRE E82 SIREN FOOT PEDAL	MACQUEEN EMERGENCY	FIRE E82 SIREN FOOT PEDAL SWITCH	72.94	None
Total Department 180 GARAGE				1,324.57	
Department: 201 ADMINISTRATION					
10-201-520201	NIPSTA Training	4te Northeastern Illin	NIPSTA Training	1,178.75	None
10-201-520201	NIPSTA Training	4te Northeastern Illin	NIPSTA Training	1,178.75	None
10-201-520201	ILEAS Conference	Crowne Plaza Springfie	ILEAS Conference	250.80	None
10-201-520201	ILEAS Conference	Crowne Plaza Springfie	ILEAS Conference	250.80	None
10-201-520201	ILEAS Conference	Crowne Plaza Springfie	ILEAS Conference	250.80	None
10-201-520201	Midwest Center for Traffic	wp MCTS-Itea	Midwest Center for Traffic Safety Tra	700.00	None
10-201-520201	Active Threat Training	Paypal Disaster Rs Di	Active Threat Training	215.89	None
10-201-520201	FLOCK Conference	Flock Flock Safety	FLOCK Conference	175.00	None
10-201-520201	FLOCK Conference	Flock Flock Safety	FLOCK Conference	175.00	None
10-201-520201	MEAL REIMBURSEMENT - TRAIN	WALSH, TIMOTHY	MEAL REIMBURSEMENT - TRAINING	30.61	None
10-201-520201	MEAL REIMBURSEMENT - TRAIN	PEREZ, ERNESTO	MEAL REIMBURSEMENT - TRAINING	41.56	None
10-201-521001	Returned Magnetic Phone Ca	BMO HARRIS MASTERCARD	Returned Magnetic Phone Case	(14.44)	None
10-201-521001	POLE CAMERAS & CELL PHONES	VERIZON WIRELESS	POLE CAMERAS & CELL PHONES	1,020.36	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/26/2025 - 05/26/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 201 ADMINISTRATION					
10-201-531701	Office Supplies	Amazon Mark C91gl9a43	Office Supplies	162.60	None
10-201-531701	Evidence Envelopes	Amazon Reta M21kj91z3	Evidence Envelopes	15.03	None
10-201-531701	Admin Scanner	Amazon Reta Yb4fe0543	Admin Scanner	376.98	None
10-201-531701	Scanner for Front Desk	Amazon Reta Yw2ru6lj3	Scanner for Front Desk	286.98	None
10-201-531701	Scanner for Records Dept	Amazon Reta 1m9dm16g3	Scanner for Records Dept	279.99	None
10-201-539901	Portable Heater for Front	Amazon Reta 3o76p3oa3	Portable Heater for Front Desk Area	56.98	None
10-201-540101	Banker Boxes For Shredding	Target 00009571	Banker Boxes For Shredding	15.49	None
Total Department 201 ADMINISTRATION				6,647.93	
Department: 207 POLICE-RECORDS					
10-207-532009	Food For K-9 Luke	Farmina Pet Food Usa L	Food For K-9 Luke	106.73	None
10-207-532009	1 YEAR RENEWAL - K-9 LUKE	ACE K9	1 YEAR RENEWAL - K-9 LUKE TRACKING	168.00	None
10-207-532009	POLICE GENERAL EXAM / EAR	PARTNERS AND PAWS VETERINA	POLICE GENERAL EXAM / EAR CLEANING K-	542.80	None
Total Department 207 POLICE-RECORDS				817.53	
Department: 208 POLICE-DETECTIVES					
10-208-529908	Detective Background Check	Tlo Transunion	Detective Background Checks	122.10	None
10-208-529908	DETV CREDIT CHECK 4/18-5/1	EQUIFAX INFORMATION SVCS L	DETV CREDIT CHECK 4/18-5/17/2025	30.00	None
10-208-530108	BOOTS - KELSEY	O'HERRON CO INC, RAY	BOOTS - KELSEY	185.39	None
Total Department 208 POLICE-DETECTIVES				337.49	
Department: 209 POLICE-PATROL					
10-209-529909	UNLIMITED CAR WASH 4/5-5/2	DELTA SONIC CAR WASH SYSTE	UNLIMITED CAR WASH 4/5-5/2/2025	138.00	None
10-209-529909	UNLIMITED CAR WASH 1/4-1/3	DELTA SONIC CAR WASH SYSTE	UNLIMITED CAR WASH 1/4-1/31/25	175.00	None
10-209-529909	RENEWAL	TARGETSOLUTIONS LEARNING L	RENEWAL	1,653.75	None
10-209-530109	SHADOW BOX / OFC GONZALEZ	FOREST AWARDS & ENGRAVING	SHADOW BOX / OFC GONZALEZ	265.00	None
10-209-530109	SGT HRUBY LIFE SAVING AWAR	FOREST AWARDS & ENGRAVING	SGT HRUBY LIFE SAVING AWARD	67.50	None
10-209-530109	SLEA RECRUIT UNIFORM - OFF	SPECIAL T UNLIMITED	SLEA RECRUIT UNIFORM - OFFICER MASCIO	282.00	None
10-209-530109	ALTERATION - BALANCE FROM	JG UNIFORMS INC	ALTERATION - BALANCE FROM INVOICE 139	10.00	None
10-209-530109	BODY ARMOR LEVEL 3 - OFC.	JG UNIFORMS INC	BODY ARMOR LEVEL 3 - OFC. GRABOWSKI	920.00	None
10-209-539909	Bounce House for National	Fsp Rose Party Rentals	Bounce House for National Night out	1,235.96	None
Total Department 209 POLICE-PATROL				4,747.21	
Department: 211 FIRE-ADMIN					
10-211-520201	MEAL REIMB. FOR IFSI FIRE	REPOSH, FRANK	MEAL REIMB. FOR IFSI FIRE GROUND COMM	145.84	None
10-211-529901	MDT and iPads Monthly Serv	Vzwrllss Apocv Visb	MDT and iPads Monthly Service	380.27	None
10-211-531401	Paper Towels, Toilet Paper	Case Lots	Paper Towels, Toilet Paper	450.20	None
10-211-531501	Schumacher Electric Batter	Amazon.Com 8o3he8jv3	Schumacher Electric Battery Chargers	389.98	None
10-211-531501	Furniture Sliders	Amazon Mktp1 7m9fd34n3	Furniture Sliders	14.39	None
10-211-531701	11x17 Paper, Pens	Office Depot #3376	11x17 Paper, Pens	77.98	None
10-211-539901	FD/PD Chiefs Meeting Lunch	Anyways Pub Oakbrook	FD/PD Chiefs Meeting Luncheon	99.92	None
10-211-539901	Refreshments for Swearing	Jersey Mikes 27053	Refreshments for Swearing In 3.24.25	245.85	None
10-211-539901	Key Rings for Knox Boxes	Amazon Mktp1 9j67w41c3	Key Rings for Knox Boxes	17.82	None
10-211-539901	Key Rings for Knox Boxes	Amazon Mktp1 016e312m3	Key Rings for Knox Boxes	42.09	None
Total Department 211 FIRE-ADMIN				1,864.34	
Department: 212 FIRE PREVENT & PROTECT					
10-212-520222	Fire Investigator Book - T	Jones & Bartlett Learn	Fire Investigator Book - TS	80.96	None
10-212-520222	Confined Space Rescue Tech	Amazon Mktp1 Hf8ne9cr3	Confined Space Rescue Tech - CL	60.77	None
10-212-529922	K-Saw Refubishment	Mowers And More	K-Saw Refubishment	127.67	None
10-212-539922	Tool Box	Harbor Freight Tools 2	Tool Box	59.99	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/26/2025 - 05/26/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 212 FIRE PREVENT & PROTECT					
10-212-539922	Salvage Tarps for Engines	The Home Depot #1982	Salvage Tarps for Engines - Crown Met	74.90	None
10-212-539922	SAR Exfil Helmet for Head	Team Wendy	SAR Exfil Helmet for Head Protection	374.45	None
10-212-539922	Milwaukee M18 Battery Pack	Homedepot.Com	Milwaukee M18 Battery Packs	958.00	None
10-212-539922	Property of VPFD Tags	Smartsign	Property of VPFD Tags	344.50	None
10-212-539922	Milwaukee M28 Battery Pack	Homedepot.Com	Milwaukee M28 Battery Pack	186.19	None
10-212-539922	Kask Safety Helmets	Amazon Mktp1 Fs3bu5tf3	Kask Safety Helmets	389.97	None
Total Department 212 FIRE PREVENT & PROTECT				2,657.40	
Department: 232 AMBULANCE/PARAMEDIC					
10-232-539902	Stairchair Replacement Foo Sq Medical Warehouse,		Stairchair Replacement Food Straps	49.68	None
Total Department 232 AMBULANCE/PARAMEDIC				49.68	
Department: 255 PW-TRAFFIC					
10-255-539525	2 ROLLS ENGINEERING GRADE	AMERICAN TRAFFIC SAFETY	2 ROLLS ENGINEERING GRADE REFL BLACK	468.76	None
Total Department 255 PW-TRAFFIC				468.76	
Department: 257 PW-STREET MAINT					
10-257-534227	HIGH PERFORMANCE COLD	DUPAGE MATERIALS COMPANY L	HIGH PERFORMANCE COLD	320.00	None
Total Department 257 PW-STREET MAINT				320.00	
Total Fund 10 CORPORATE FUND				29,017.00	
Fund: 11 GENERAL FUND-CAPITAL					
Department: 202 EQUIP & SUPPLIES					
11-202-540102	First Aid Kits	Amazon Mktp1 0b3434po3	First Aid Kits	31.44	None
Total Department 202 EQUIP & SUPPLIES				31.44	
Total Fund 11 GENERAL FUND-CAPITAL				31.44	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-520501	LEASE OF POSTAGE METER @VP PITNEY BOWES GLOBAL FINANC		LEASE OF POSTAGE METER @VPRC 2/10-5/	148.29	None
35-201-529901	YOUTH CONTRACTUAL PROGRAM DIMAGGIO, LISA		YOUTH CONTRACTUAL PROGRAM NEON GLAM	275.00	None
35-201-531701	COLORED COPY PAPER, RULER, GARVEY'S OFFICE PRODUCTS		COLORED COPY PAPER, RULER, BINDER FOR	53.80	None
Total Department 201 ADMINISTRATION				477.09	
Department: 216 PRP-BLDG & GROUNDS					
35-216-529916	VPRC ALARM SYSTEM MONITORI	SMG SECURITY SYSTEMS INC	VPRC ALARM SYSTEM MONITORING 06/01/2	690.00	None
Total Department 216 PRP-BLDG & GROUNDS				690.00	
Department: 235 PRR-SUMMER					
35-235-529935	06.05.2025 PETTY CASH - TH SANSONE, ANTHONY		06.05.2025 PETTY CASH - THURSDAY CONC	1,500.00	None
Total Department 235 PRR-SUMMER				1,500.00	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	PRESCHOOL VISION AND HEARI	DUPAGE COUNTY HEALTH DEPT	PRESCHOOL VISION AND HEARING TESTING	468.00	None
35-236-529936	CONTRACTUAL PROGRAM EARLY	NADINE SBEI	CONTRACTUAL PROGRAM EARLY CHILDHOOD	175.00	None
35-236-529936	CY25 CONTRACTUAL FITNESS P	SMITH, VIOLET R	CY25 CONTRACTUAL FITNESS PROGRAM 4/15	855.00	None
Total Department 236 PRR-FALL-WNTR-SPRING				1,498.00	
Total Fund 35 RECREATION FUND				4,165.09	
Fund: 60 STREET IMPROVEMENT FUND					

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/26/2025 - 05/26/2025
 POSTED AND UNPOSTED OPEN AND PAID
 BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 60 STREET IMPROVEMENT FUND					
Department: 202 EQUIP & SUPPLIES					
60-202-521002	DEVICE REIMBURSEMENT - 202 MANTELS, KEVIN		PHONE REIMBURSEMENT - 2025-04	49.98	None
			Total Department 202 EQUIP & SUPPLIES	49.98	
Department: 210 CONTRACTUAL - SP REV FUNDS					
60-210-529910	JACKSON AREA CONSTRUCTION	TRINE CONSTRUCTION CORP	JACKSON AREA CONSTRUCTION	0.00	None
			Total Department 210 CONTRACTUAL - SP REV FUNDS	0.00	
Department: 603 REFERENDUM 2014					
60-603-529903	JACKSON AREA CONSTRUCTION	TRINE CONSTRUCTION CORP	JACKSON AREA CONSTRUCTION	0.00	None
			Total Department 603 REFERENDUM 2014	0.00	
			Total Fund 60 STREET IMPROVEMENT FUND	49.98	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529910	JACKSON AREA CONSTRUCTION	TRINE CONSTRUCTION CORP	JACKSON AREA CONSTRUCTION	832,316.27	None
			Total Department 210 CONTRACTUAL - SP REV FUNDS	832,316.27	
			Total Fund 68 STORMWATER BUYOUT FUND	832,316.27	
Fund: 82 WATER SUPPLY FUND					
Department: 202 EQUIP & SUPPLIES					
82-202-540102	JACKSON AREA CONSTRUCTION	TRINE CONSTRUCTION CORP	JACKSON AREA CONSTRUCTION	0.00	None
			Total Department 202 EQUIP & SUPPLIES	0.00	
			Total Fund 82 WATER SUPPLY FUND	0.00	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/26/2025 - 05/26/2025
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 BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		10-000-231145	P&Z DEPOSIT: MISCELLANEOUS	294.40	
		10-110-521102	LEGAL SERVICES-POLICE	852.50	
		10-110-565600	FIRE & POLICE COMMISSION	500.00	
		10-110-565700	HISTORIC PRESERVATION COMM	747.99	
		10-121-527001	MAINT OF OFFICE EQUIPMENT	4,212.33	
		10-121-529901	OTHER CONTRACTUAL SERVICES	1,889.87	
		10-140-529900	OTHER CONTRACTUAL SERVICES	1,285.00	
		10-180-521505	SHOP SERVICES	71.63	
		10-180-529900	OTHER CONTRACTUAL SERVICES	1,180.00	
		10-180-531000	MOTOR VEHICLE PARTS & ACCESS	72.94	
		10-201-520201	TRAINING & CONFERENCES	4,447.96	
		10-201-521001	TELEPHONE	1,005.92	
		10-201-531701	OFFICE SUPPLIES	1,121.58	
		10-201-539901	OTHER SUPPLIES	56.98	
		10-201-540101	CAPITAL OUTLAY	15.49	
		10-207-532009	K-9	817.53	
		10-208-529908	OTHER CONTRACTUAL SERVICES	152.10	
		10-208-530108	UNIFORMS	185.39	
		10-209-529909	OTHER CONTRACTUAL SERVICES	1,966.75	
		10-209-530109	UNIFORMS	1,544.50	
		10-209-539909	OTHER SUPPLIES	1,235.96	
		10-211-520201	TRAINING & CONFERENCES	145.84	
		10-211-529901	OTHER CONTRACTUAL SERVICES	380.27	
		10-211-531401	JANITORIAL SUPPLIES	450.20	
		10-211-531501	BUILDING MAINT SUPPLIES	404.37	
		10-211-531701	OFFICE SUPPLIES	77.98	
		10-211-539901	OTHER SUPPLIES	405.68	
		10-212-520222	TRAINING & CONFERENCES	141.73	
		10-212-529922	OTHER CONTRACTUAL SERVICES	127.67	
		10-212-539922	OTHER SUPPLIES	2,388.00	
		10-232-539902	OTHER SUPPLIES	49.68	
		10-255-539525	STREET SIGN MATERIALS	468.76	
		10-257-534227	ASPHALT MIX	320.00	
		11-202-540102	CAPITAL OUTLAY	31.44	
		35-201-520501	POSTAGE	148.29	
		35-201-529901	OTHER CONTRACTUAL SERVICES	275.00	
		35-201-531701	OFFICE SUPPLIES	53.80	
		35-216-529916	OTHER CONTRACTUAL SERVICES	690.00	
		35-235-529935	OTHER CONTRACTUAL SERVICES	1,500.00	
		35-236-529936	OTHER CONTRACTUAL SERVICES	1,498.00	
		60-202-521002	TELEPHONE	49.98	
		60-210-529910	OTHER CONTRACTUAL SERVICES	0.00	
		60-603-529903	OTHER CONTRACTUAL SERVICES	0.00	
		68-210-529910	OTHER CONTRACTUAL SERVICES	832,316.27	
		82-202-540102	CAPITAL OUTLAY	0.00	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	29,017.00	
		11	GENERAL FUND-CAPITAL	31.44	
		35	RECREATION FUND	4,165.09	

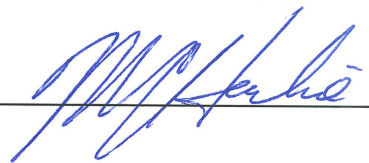
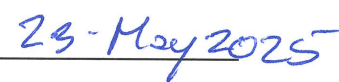
INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 05/26/2025 - 05/26/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		60	STREET IMPROVEMENT FUND	49.98	
		68	STORMWATER BUYOUT FUND	832,316.27	
		82	WATER SUPPLY FUND	0.00	
		Total For All Funds:		865,579.78	

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

Village Board of Trustees

May 19, 2025

7:00 PM

Village President Kevin Patrick

Village Clerk Rolf Laukant

Village Trustees Cari Alfano, Jorge Cordova, tina Konstatos, Jack Kozar, Deepa Kumar, Khalid Sabri

**MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
MAY 19, 2025**

Meeting Minutes - Village of Villa Park Board of Trustees

1. Call to Order – Roll Call.

President Patrick called the meeting to order and Clerk Laukant called the roll. Trustee Cordova (here) Trustee Konstatos (here), Trustee Kozar (here), Trustee Kumar (here), Trustee Alfano (here), and Village President Kevin Patrick (here). All present.

2. Pledge of Allegiance.

President Patrick led the Pledge of Allegiance, followed by a prayer.

3. Amendments to the Agenda.

President requested approval of Agenda. Motion to approve agenda made by Trustee Alfano and second by Trustee Kozar. Roll call vote was taken: Trustee Cordova (Yes), Trustee Konstatos (Yes), Trustee Kozar (Yes), Trustee Kumar (Yes), Trustee Alfano (Yes), and Village President Kevin Patrick (Yes). There were no nays. The motion carried (6-0).

4. Appointment of Village Board Trustee.

Appointment of Khalid Sabri as Village Board Trustee. Motion for the appointment by Trustee Alfano. Seconded by Trustee Kozar. Roll call vote was taken: Trustee Cordova (Yes), Trustee Konstatos (Yes), Trustee Kozar (Yes), Trustee Kumar (Yes), Trustee Alfano (Yes), and Village President Kevin Patrick (Yes). There were no nays. The motion to appoint carried (7-0). Khalid Sabri was sworn in as Village Board Trustee.

Presentations from the Medina Shriners of Addison, Illinois to Khalid Sabri and Kevin Patrick.

Remarks by Village President.

Village President Kevin Patrick discussed how the election win on April 1st created an opening for Trustee. He interviewed 11 applicants for the positions. Khalid Sabri was chosen.

5. Public Comments on Agenda Items.

Joe Amore congratulated President Patrick on the appointment of Khalid Sabri. No other public comments on agenda items.

6. Public Comments on Non-Agenda Items.

Al Stash spoke as a "cheerleader" for Villa Park, praising improvements to parks and recreation. Mentioned \$11.22 million in grants for park improvements. Highlighted various parks, including the recreation center, Lufkin Park, Lions Park, Iowa Community Center skate park, Westmore Park, North Terrace Park, Highridge Park baseball fields, and Cortesi Memorial Park. Discussed the Great Western Trail. Praised Greg Gola and the Parks and Recreation Department.

7. Proclamations.

7a. Proclamation recognizing Sterling Funeral Home for 70 years of service in Villa Park. Bob Van Staaldin, owner of Steuerle Funeral Home, was present.

7b. Proclamation recognizing June 8th as Race Amnity Day in Villa Park.

10. Consent Agenda.

10.a. Bill listings for May 5th, 2025 in the amount of \$170,927.14 and May 12th, 2025 \$767,34.70. Motion to approve the Consent Agenda by Trustee Kumar. Seconded by Trustee Konstatos. Roll call vote was taken: Trustee Cordova (Yes), Trustee Konstatos (Yes), Trustee Kozar (Yes), Trustee Kumar (Yes), Trustee Alfano (Yes), Trustee Sabri (Yes), and Village President Kevin Patrick (Yes). There were no nays. The motion carried.

11. Ordinance for First Reading.

12. Ordinance for Second Reading.

13. Ordinances.

14. Resolutions.

14a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Davis Concrete Construction Co., of Monee, Illinois, for Construction of the 2025 Sidewalk Improvements in an Amount of \$288,352.00.

Discussion regarding private work offered by the contractor to residents and permit requirements. *This Resolution authorizes the Village President to execute a contract for the construction of the 2025 Sidewalk Improvements. The project was publicly advertised and competitively bid, with a bid opening held on April 22, 2025. The village received seven bids, with the lowest responsible bid submitted by Davis Concrete Construction Co., of Monee, Illinois, in the amount of \$288,352.00. Staff recommends approval of a resolution to award a contract to Davis Concrete Construction Co. for the construction of the 2025 Sidewalk Improvements.*

Motion for the resolution by Trustee Kozar and seconded by Trustee Sabri. Discussion regarding private work offered by the contractor to residents and permit requirements. Roll call vote was taken: Trustee Cordova (Yes), Trustee Konstatos (Yes), Trustee Kozar (Yes), Trustee Kumar (Yes), Trustee Alfano (Yes), Trustee Sabri (Yes), and Village President Kevin Patrick (Yes). There were no nays. The motion carried (7-0).

14.b. A Resolution authorizing the purchase of AEDs and accessories from Second Chance Cardiac Solutions Incorporated (\$24,719.50). A Resolution of the Village of Villa Park, DuPage County, Illinois,

Authorizing the purchase of Automated External Defibrillators (AED's) and Accessories from Second Chance Cardia Solutions, Inc., at a cost not to exceed \$24,719.50.

Village Manager Harline provided details on the purchase.

This Resolution authorizes the Village Manager to purchase 13 Zoll 3 AEDs and accessories from Second Chance Cardiac Solutions, Inc. of Yorkville, IL, under the State of Illinois Joint Purchasing Agreement for \$24,719.50. The amount is under the \$25,000 threshold, but it is the second in a series of three purchases to furnish the Village with new life-saving equipment at the various places identified by the Village department heads as needing AEDs. Staff recommends approval of the resolution.

Motion for the resolution by Trustee Kumar and seconded by Trustee Alfano. Roll call vote was taken: Trustee Cordova (Yes), Trustee Konstatos (Yes), Trustee Kozar (Yes), Trustee Kumar (Yes), Trustee Alfano (Yes), Trustee Sabri (Yes), and Village President Kevin Patrick (Yes). There were no nays. The motion carried (7-0). Discussion requested by Trustee Cordova. Fire Chief Steve Stapleton explained the details of the AED purchase and the training program, including the simplicity of use, feedback features, increased availability throughout the village, and inclusion of stop-the-bleed kits.

15. Unfinished Business.

15.a. Discussion of the parental leave policy was continued. Staff HR Manager gave presentation. Attorney Wolf clarified some components and limitations.

15.b. Addition of updates by Trustee Alfano on budget printing and compliance (approved vs. proposed budget posting online) and an audit update for fiscal year 2024 was added to unfinished business. Attorney Wolf confirmed we are in compliance. HB3908, the firefighter paid family leave act was mentioned.

16. New Business.

16.a. Report on Motor Scooters by Chief Rivas. Discussion ensued. Attorney Wolf clarified State Law and further discussion on Summer Awareness Program. Attorney Wolf gave further advisement that scooters are currently not allowed. Consensus vote requested. Attorney Wolf clarified vote was to permit. President confirmed it is a consensus vote to bring back to Board. Trustee Cordova (Yes), Trustee Konstatos (No), Trustee Kozar (Yes), Trustee Kumar (Yes), Trustee Alfano (No), Trustee Sabri (Yes). Discussion clarifying vote count (4 yes, 2 no). President Patrick did not vote. This will be brought back up in front of the Board.

17. Village Commission Reports.

17.a. Community F.U.N. Commission

Acceptance of the Minutes of the F.U.N. Commission Meeting held on March 25, 2025.

17.b. Environmental Concerns Commission.

Acceptance of the Minutes of the Environmental Concerns Commission's Bike Pedestrian and Transit Meeting held on March 27, 2025.

Motion to accept reports by Trustee Konstatos, second by Trustee Kumar. Roll call vote was taken: Roll call vote was taken: Trustee Cordova (Yes), Trustee Konstatos (Yes), Trustee Kozar (Yes), Trustee Kumar (Yes), Trustee Alfano (Yes), Trustee Sabri (Yes), and Village President Kevin Patrick (Yes). There were no nays. The motion carried (7-0).

18. Village Clerk's Report. None.

19. Village Trustees' Report.

Trustee Konstatos gave a report.

Trustee Cordova gave a report.

Trustee Kozar gave no report.
Trustee Kumar gave a report.
Trustee Sabri gave a report.
Trustee Alfano gave a report.

19. Village President's Report.

President Patrick discussed Polar Plunge and Cop on a Roof. Cop on a rooftop raised over \$4,000. Looking forward to next year. VP VFW handing out poppies at Jewel Osco. Discussed 4th of July Parade coming up. President Patrick recognized Trustee Sabri's assistance with the planning. There are still openings to walk in the parade. President Patrick advised the July 4th parade is getting bigger each year and also thanked Manager Harline (for his work on Parade committee).

20. Village Manager's Report.

Manager Harline advised some of the items were already mentioned. Spring Sweep was discussed and he thanked the various departments and advised 368 cars came to the event. 16 bikes for Working Bikes and 30 flags for proper destruction with the VFW. He advised that parade sponsors are still needed. He specifically thanked Safari Land for their sponsorship for the 3rd year in a row. They gave a \$2500 sponsorship and will be assisting with presenting the prizes for the parade. He congratulated Trustee Sabri. A catalog will be coming soon for Trustees to review for shirts with VP logo.

21. Executive Session read by Village President.

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

(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity.

21.b. Pursuant to 5 ILCS 120/2:

(c)(5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

21.c. Pursuant to 5 ILCS 120/2:

(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Village President requested a motion to go into Executive Session. Trustee Kumar made the motion, Trustee Alfano seconded the motion. Trustee Cordova (Yes), Trustee Konstatos (Yes), Trustee Kozar (Yes), Trustee Kumar (Yes), Trustee Alfano (Yes), Trustee Sabri (Yes), and Village President Kevin Patrick (Yes). There were no nays, motion carried (7-0). Adjournment will be from Executive Session.

22. Adjournment.

No time of adjournment was given.

Respectfully submitted,

Rolf Laukant,
Village Clerk



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

Village Board of Trustees - Committee of the Whole

May 19, 2025

6:00 PM

Village President Kevin Patrick
Village Clerk Rolf Laukant

Village Trustees Cari Alfano, Jorge Cordova, Tina Konstatos, Jack Kozar, Deepa Kumar, Khalid Sabri

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE
BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
May 19, 2025**

1. Call to Order – Roll Call.

President Patrick called the meeting order and Clerk Laukant called the roll.

2. Pledge of Allegiance.

President Patrick led the Pledge of Allegiance.

3. Discussion.

3.a. Railroad Grade Separation.

Presentations by Barry Carta of Kroy Railway Group LLC and presentation by Kurt Brandt of LinqThingz.

Discussion ensued. Presentation on Railroad Grade Separation by Mike Guerra.

3.b. Parental Leave Policy.

Discussion ensued. Request on Motion to move item to next meeting Attorney Wolf clarified options. Request made to put this on Board Agenda as Unfinished Business.

4. Public Comments.

Joe Amore discussed Grade Separation Project presentations and Railroad Safety.

5. Adjournment.

Motion to adjourn requested by President Patrick. Motion made by Trustee Konstatos and seconded by Trustee Alfano. Trustee Cordova (yes), Trustee Konstatos (yes), Trustee Kozar (yes), Trustee Kumar (yes), Trustee Alfano and President Patrick (yes). No nays. Motion passed 6-0.

Meeting adjourned at 6:56p.m.

Respectfully submitted,

Rolf Laukant
Village Clerk

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

Special Meeting of the Village Board of Trustees

May 28, 2025

7:00 PM

Village President Patrick
Village Clerk Rolf Laukant
Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

**MINUTES OF THE FORMAL SPECIAL MEETING HELD IN VILLAGE HALL BY THE
PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
MAY 28, 2025**

Special Meeting Minutes - Village of Villa Park Board of Trustees

1. Call to Order – Roll Call.

President Patrick called the meeting to order and Clerk Laukant called the roll. Trustee Kozar, Trustee Alfano, Trustee Sabri, Trustee Konstatos, Trustee Kumar and Village President Kevin Patrick were present.

2. Pledge of Allegiance.

President Patrick led the Pledge of Allegiance, followed by a prayer.

President Patrick made a Motion to move item 6 to item 3. Motion made by Trustee Sabri, seconded by Trustee Kozar. Roll call vote Trustee Kumar (yes), Trustee Cordova (yes), Trustee Alfano (yes), Trustee Kozar (yes), Trustee Konstatos (yes), Trustee Sabri (yes), President Patrick (yes). Motion carried (7-0).

6. Public Comments.

Donna Noxon spoke against Resolution items 5a and 5b. Bob Wagner spoke against Resolutions 5a and 5b. Cindy Wood spoke about job openings and temp services. Christine Murphy and Jack Corkery spoke against Resolution items 5a and 5b. Cheryl Tucker spoke against Resolution 5a. and 5b. Resident from South Ardmore (name in audible) spoke against 5a and 5b. Resident, Leslie Seei sent a letter to be read in Public Comments, this letter was in support of 5a and 5b. Allan Leishman sent a letter to be read in Public Comments, this letter was against Resolutions 5a and 5b.

President Patrick requested a motion to move into Executive Session. Trustee Konstatos made motion. Trustee Kozar seconded. Roll call vote: Trustee Alfano (yes), Trustee Cordova (yes), Trustee Kumar (yes), Trustee Kozar (yes), Trustee Konstatos (yes), Trustee Sabri (yes), and President Patrick.

Board will reconvene from Executive Session to finish Special meeting.

3. Executive Session.

3a. 5 ILCS 120/2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, independent contractors, volunteers, or legal counsel.

4. Reconvene.

Roll call vote taken. Trustee Kumar (yes), Trustee Konstatos (yes), Trustee Sabri (yes), Trustee Alfano (yes), Trustee Kozar (yes), Trustee Cordova (yes) and President Patrick (yes). Attorney Wolf clarified having to say yes. Motion to move to Resolution 5a. Trustee Konstatos motioned, Trustee Kozar seconded. Discussion of the Board.

5. Resolutions.

5.a. Resolution of the Village of Villa Park, DuPage County, Illinois Removing Village Manager From Office. Trustee Kumar disagreed with the decision and inquired why the normal hiring process was not followed. Trustee Cordova disagreed with the decision and will be voting no for this resolution. President spoke of reasons for decision and advised this was a hard decision. Roll call vote: Trustee Cordova (no), Trustee Kumar (no), Trustee Konstatos (yes), Trustee Sabri (yes), Trustee Alfano (yes), Trustee Kozar (yes), President Patrick (yes). Motion passed (5-2).

5.b. Resolution of the Village of Villa Park, DuPage County, Illinois Appointing Village Manager To Office. Trustee Konstatos moved the motion, Trustee Kozar seconded. President Patrick asked if there was any discussion. President Patrick spoke on Chief Rivas's leadership, experience, professionalism and education. He spoke of strategic focus and moving forward. Roll vote: Trustee Kumar (no), Trustee Cordova (yes), Trustee Alfano (yes), Trustee Kozar (yes), Trustee Konstatos (yes), Trustee Sabri (yes) and President Patrick (yes). Motion passed (6-1).

6. Adjournment

Motion to adjourn made by Trustee Cordova, seconded by Trustee Kumar. Roll call vote: Trustee Sabri, Trustee Kozar, Trustee Konstatos, Trustee Alfano, Trustee Cordova, Trustee, Kumar, President Patrick. Village Manager Rivas spoke briefly. Voice vote to adjourn. (7-0 ayes).

Adjournment at 11:45 p.m.

Respectfully submitted,

Rolf Laukant,
Village Clerk

Ordinance No. _____

**AN ORDINANCE AMENDING SECTION 3-313(A) OF CHAPTER 3 OF THE
VILLA PARK MUNICIPAL CODE IN ORDER TO INCREASE BY ONE
THE MAXIMUM NUMBER OF LICENSES PERMITTED UNDER
THE CLASS D LIQUOR LICENSE CLASSIFICATION**

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

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

WHEREAS, the Village President, as the Local Liquor Control Commissioner, has approved the application of 7-Eleven, Inc., owner of 7-Eleven, located at 54 S. Villa Avenue, subject to the Village Board’s approval to increase the number of available liquor licenses under the Class D license classification for the sale at retail of alcoholic liquors, and only in the original packages, by persons engaged in the sale of foods and foodstuffs, commonly known as grocers or groceries and only as an incident to such drug or grocery business and not to be consumed on the premises.

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

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

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

Ordinance No: _____

Class

Maximum Number

D

8

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

Passed this _____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Published in pamphlet form:

_____, 2025



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: June 9, 2025

SUBJECT: An Ordinance Authorizing the Acquisition of a Certain Parcel of Real Estate within the Corporate Boundaries of the Municipality for Public Purposes and Authorizing the Village Manager and/or Village Attorneys to Make an Offer to the Record Owner of the Property

RECOMMENDED ACTION:

This is an Ordinance Authorizing the Acquisition of the property commonly known as 405 N Ardmore Ave owned by Hawthorneworld Villa Park, LP.

BACKGROUND:

In follow up to the Village Board's direction, this Ordinance, if approved, will authorize the Village's special counsel, Helm & Wagner, P.C., and the Village Manager to seek the acquisition of certain real property owned by Hawthorneworld Villa Park, LP ("Hawthorneworld"). The Ordinance authorizes the issuance of an offer to purchase fee simple title of the property that was intended for development by Hawthorneworld, which development never came to fruition. As set forth in the Ordinance, the Village's offer to purchase will be consistent with an appraisal opinion prepared by a third-party independent appraiser and will condition acceptance of the Village offer to formal subsequent approval by a majority vote of the Village President and Board of Trustees before it is accepted and binding upon the Village.

DISCUSSION:

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF A CERTAIN PARCEL
OF REAL ESTATE WITHIN THE CORPORATE BOUNDARIES OF THE
MUNICIPALITY FOR PUBLIC PURPOSES AND AUTHORIZING THE
VILLAGE MANAGER AND/OR VILLAGE ATTORNEYS TO MAKE
AN OFFER TO THE RECORD OWNER OF THE PROPERTY**

WHEREAS, the Village of Villa Park, DuPage County, Illinois, an Illinois Municipal Corporation (the “*Village*”) is a non-home rule unit of local government organized under the Constitution of the State of Illinois of 1970 and the laws of this State and as such has authority to promote the health, safety and welfare of the Village and its citizens; and

WHEREAS, the Village is authorized by the Illinois Municipal Code at 65 ILCS 5/11-61-1 to acquire private property that is useful, advantageous or desirable for municipal purposes or for the public welfare; and

WHEREAS, the Village has determined that it needs to acquire fee simple title to the real estate property for its lawful purposes legally described in Exhibit A attached hereto and incorporated herein (“Subject Property”); and

WHEREAS, the Village has consulted with an independent real estate appraiser to assist the Village with determining the Subject Property’s fair cash market value; and

WHEREAS, the Village has determined that the fee simple owner of the Subject Property is Hawthorneworld Villa Park, LP, an Illinois limited liability company, and the Village does hereby authorize its Village Manager or its legal representatives to make an offer to the record owner, which offer shall be generally consistent with the appraisal opinion from the independent appraiser retained by the Village for such purposes, and that such offer be made subject to right of approval by the Village, which approval if made to be by separate ordinance duly adopted by the Village President and Board of Trustees; and

WHEREAS, the Village Manager and/or Village attorneys be and are authorized to make the offer subject to approval within ten (10) days from the date the offer is served on the owner of record by certified mail, return receipt requested or by email, and said Village Manager and/or the Village attorneys are authorized to negotiate with the record owner.

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

Ordinance No. _____

Section 1: That the preamble of the Ordinance is hereby incorporated into the Section as if fully set out herein.

Section 2: That the Village confirms the need to acquire fee simple title to the real estate legally described in Exhibit A for proper legal purposes of the Village.

Section 3: That the law of firm of Helm & Wagner, P.C., and the Village Manager are hereby authorized and directed to make the offer for the Village to acquire fee simple title to the Subject Property and undertake any and all actions as may be required to acquire the Subject Property through negotiations consistent with the advice provided by the independent appraiser retained by the Village for said purpose.

Section 4: That any offer to be made by the Village to the Owner of the Subject Property shall condition acceptance of the Village offer to formal subsequent approval by a majority vote of the Village President and Board of Trustees before it be accepted and binding upon the Village.

Passed this _____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Published in pamphlet form:

_____, 2025

Ordinance No. _____

EXHIBIT A

Legal Description of Subject Property

EXHIBIT "A"
Legal Description

PARCEL 1:

LOTS 89 AND 90 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1A:

LOTS 91, 92 AND 93 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1B:

THE NORTH 41.50 FEET OF LOT 96 AND 97 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1C:

THE SOUTH 33.5 FEET OF THE NORTH 75.0 FEET OF LOTS 96 AND 97 IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1D:

LOT 96 (EXCEPT THE NORTH 75 FEET THEREOF) AND LOT 97 (EXCEPT THE NORTH 75 FEET THEREOF) IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION OF PART TO THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 1E:

THE PART OF LOT 95 DESCRIBED AS FOLLOWS: BEGINNING AND THE NORTHEAST CORNER OF LOT 95, THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 95 TO THE MID-POINT OF THE EAST LINE OF LOT 95, THENCE SOUTHWESTERLY TO THE MID POINT OF THE EAST FACE OF THE 1-1/2 STORY BRICK BUILDING AT IT EXISTED ON OCTOBER 31, 1977, THENCE WESTERLY ON A STRAIGHT LINE TO THE MIDDLE POINT OF THE WEST FACE OF SAID 1-1/2 STORY BRICK BUILDING, THENCE WESTERLY ON A STRAIGHT LINE TO MID POINT OF THE WEST LINE OF LOT 95, THENCE NORTH ON THE WEST LINE OF LOT 95 TO THE NORTHWEST CORNER OF LOT 95, THENCE EAST ALONG THE NORTH LINE OF LOT 95 TO THE POINT OF BEGINNING, ALL IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

EXHIBIT "A"
Legal Description

PARCEL 1F:

LOT 95, EXCEPT THAT PART OF LOT 95 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 95; THENCE SOUTHERLY 35 FEET ALONG THE EAST LINE OF LOT 95 TO THE MID-POINT OF THE EAST LINE OF LOT 95; THENCE SOUTH 83 DEGREES 51 MINUTES 58 SECONDS WEST 24.90 FEET MORE OR LESS, TO THE MID-POINT OF THE EAST FACE OF THE 1-1/2 STORY BRICK BUILDING AS IT EXISTED ON OCTOBER 31, 1977; THENCE NORTH 88 DEGREES 33 MINUTES 32 SECONDS WEST 43 FEET MORE OR LESS, TO THE MID-POINT OF THE WEST FACE OF SAID 1-1/2 STORY BRICK BUILDING; THENCE SOUTH 86 DEGREES 46 MINUTES 10 SECONDS WEST, 76.66 MORE OR LESS, TO THE MID-POINT OF THE WEST LINE OF LOT 95; THENCE NORTHERLY 35 FEET ALONG THE WEST LINE OF LOT 95 TO THE NORTHWEST CORNER OF LOT 95; THENCE EAST ALONG THE NORTH LINE OF LOT 95 TO THE POINT OF BEGINNING, ALL IN GEORGE M. COLLINS VILLA PARK, BEING A SUBDIVISION IN THE SOUTH HALF OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT NUMBER 172335, IN DUPAGE COUNTY ILLINOIS.

PARCEL 2:

LOT 94 IN GEORGE M. COLLINS' VILLA PARK, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1923 AS DOCUMENT 172335, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 THROUGH 11, BOTH INCLUSIVE, IN TOWNLEY'S VILLA PARK HIGHLANDS, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 28, 1925 AS DOCUMENT NUMBER 196958, IN DUPAGE COUNTY, ILLINOIS.



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: June 9, 2025
SUBJECT: Resolution Approving a Parental Leave Policy

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A PAID PARENTAL LEAVE POLICY
FOR EMPLOYEES OF THE VILLAGE OF VILLA PARK**

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, the Village is empowered to create policies and procedures to provide for effective government within the Village; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the best interest of the Village to adopt a Paid Parental Leave Policy applicable to employees of the Village.

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

Section 1: The “Paid Parental Leave Policy” attached hereto as Exhibit A is hereby adopted and approved.

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

Passed this _____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Resolution No. _____

Exhibit A

Paid Parental Leave Policy



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: June 9, 2025

SUBJECT: Resolution Approving a Collective Bargaining Agreement with the Fraternal Order of Police-Sergeants.

RECOMMENDED ACTION:

This resolution would authorize the Village President and Village Manager to execute a collective bargaining agreement between the Village of Villa Park, Illinois and the Illinois Fraternal Order of Police, Labor Council. Staff recommends approval of the resolution.

BACKGROUND:

DISCUSSION:

Resolution No. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
ON BEHALF OF THE VILLA PARK POLICE SERGEANTS**

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 certain successor collective bargaining agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council, on behalf of the Villa Park Police Sergeants, a copy of which collective bargaining agreement is attached hereto as Exhibit “A,” is hereby approved.

Section 2: The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the collective bargaining agreement, subject to the prior execution of said collective bargaining agreement by representatives of the Illinois Fraternal Order of Police Labor Council, on behalf of the Villa Park Police Sergeants.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

ADOPTED this _____ day of _____, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PASSED AND APPROVED this _____ day of _____, 2025.

VILLAGE OF VILLA PARK

Kevin Patrick, Village President

ATTEST:

Rolf Laukant, Village Clerk

Resolution No. _____

Exhibit A

**Agreement between the Village of Villa Park and the
Illinois Fraternal Order of Police Labor Council,
on behalf of the Villa Park Police Sergeants**

TENTATIVE AGREEMENTS

THE VILLAGE OF VILLA PARK

AND

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

COLLECTIVE BARGAINING AGREEMENT

(Sergeants)

May 1, 2025 to April 30, 2028

1. **Section 4.6 Court Time.** Amend as follows:

Employees required to appear in court or placed on standby status to appear in court, or case preparation with the prosecuting attorney on behalf of the Village who would otherwise be off-duty will be paid overtime with a 4-hour minimum when the time does not continuously precede or follow an employee's regular working hours. If the court time abuts to the employee's regular working hours, the employee will receive overtime for time worked. Court time hours actually worked shall be included in the Section 4.4 calculation for purposes of determining overtime payments. The minimum starts at the time of the court notice unless travel time is required in which the employee will receive travel time of 30 minutes. Additional travel time can be approved by a supervisor when the travel time exceeds 30 minutes.

2. **Strike Section 4.10 Standby Time**

3. **Section 4.12 Overtime Special Detail Hiring.** Amend as follows:

Overtime special detail hiring is considered to be that hiring involving special details in job assignments other than hiring which occurs to maintain established shift minimums. Overtime Special Detail Hiring shall be determined by police management based upon management's assessment of departmental needs to appropriately hire for a special detail(s), including the individual or unique requirements of each detail or job assignment in need of hiring.

Employees working special detail on July Fourth for the parade or other holiday related events shall receive double time pay.

4. **Section 7.1 Holidays.** Amend as follows:

The following are paid holidays for eligible employees:

New Year's Day	Day after Thanksgiving Day
<u>Presidents' Day</u>	Christmas Eve
Memorial Day	Christmas Day
July 4th	2 Floating Holidays
Labor Day	2 Personal Days
Thanksgiving Day	

5. **Section 11.3 Jury Duty.** Amend as follows:

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required to report for jury duty just prior to or immediately following the employee's regular midnight or afternoon shift, he shall have that shift off with pay. An employee shall immediately

notify the Police Chief or the Chief's designee if he is required to report for jury duty. ~~If an employee is compensated by the Village for performing jury duty, such employee must sign over to the Village any check received for performance of such jury duty. To be excused from work without loss of pay for jury duty, an employee is required to provide the Chief or designee proof of service at jury duty, which may include any check received jury duty or proof of attendance from the court.~~

6. **Section 11.4 ~~Funeral Leave~~Bereavement Leave.** Retitle and amend as follows:

Bargaining unit employees may be granted up to three (3) working days leave with pay in the event of the death of an employee's immediate family member. Immediate family shall ~~be defined as an employee's spouse, child, stepchild, mother, father, stepparent, son-in-law, daughter-in-law, sister, or brother, parent-in-law, grandparent, grandparent-in-law, grandchild, or person who lives in the employee's household. One (1) working day will be granted with pay on the day of the funeral to attend the funeral or memorial service of a grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, or member of the employee's immediate family who lives in the employee's household. Such paid leave cannot be taken more than six (6) months after the date of the funeral death of the employee's immediate family member. Remaining leave time available pursuant to the Illinois Family Bereavement Leave Act and the Child Extended Bereavement Leave Act may be taken as unpaid leave. An employee must notify the employee's immediate supervisor of the need for bereavement leave prior to the start of the absence.~~

7. **Section 11.8 Family Leave (New Section).** Add as follows:

In the event that the Village provides paid paternity leave, maternity leave, leave upon the adoption of a child, or after a traumatic loss of a pregnancy to non-union employees or another bargaining unit of the Village, then the employees shall be provided the same benefit.

8. **Section 11.9 Waiver of Paid Leave for All Workers Act (New Section).** Add as follows:

In consideration of the Village providing vacation, sick, and other paid leave, bargaining unit members hereby waive the paid leave provided by the Paid Leave for All Workers Act (820 ILCS 192/et seq.) and all provisions of said Act.

9. **Section 13.2 Longevity.** Amend as follows:

After completion of seven consecutive years of service with the Village, and in each year thereafter, employees shall earn and receive an annual longevity bonus of one thousand seven hundred fifty-four dollars (\$1754.00) per year. Longevity payments shall be made by the Village in ~~two one~~ installments ~~on a pro-rata basis, one on or about June-May 1 and the other on or about December 1~~ of each year. Eligible employees shall receive the full longevity bonus based on the number of years completed as of April 30 of the current year.

10. Section 13.4 Reimbursement for Expenses. Amend as follows:

~~When an employee of the Village is on Village business and shall be required to be outside the Village limits, pursuant to said duty, such as training, pick up and/or delivery of prisoners, out of state travel on Village business, said employee shall be reimbursed expenses for meals in the following manner: (a) up to a maximum of \$25.00 per full day for meals; (b) if an employee is required to use a personal vehicle, they shall be allowed the IRS rate per mile for travel (c) if any employee is required to utilize overnight lodging, he shall be eligible for reimbursement with a maximum rate of \$50.00 per night. In order for an employee to be eligible for the above reimbursements, including meals, mileage and lodging, the employee shall provide the Village with written receipts for lodging and said employee shall have received previous written approval from the Chief or the Chief's designee before incurring said expenses. The reimbursable expenses shall be paid to the employee on the next scheduled bill listing.~~

The Village Travel and Training Policy, as amended, shall be applicable the employees.

11. Section 14.1 Uniform Allowance.

The Village agrees to establish one (1) payment for the purchase of departmental authorized uniforms and equipment per year. Covered employees will be entitled to a uniform allowance for the purchase of uniform and equipment as set forth below:

May 1, 2025 \$1,000.00

Any employee who leaves the department shall return all uniform or equipment items purchased by the department within the last five (5) years upon separation, and the employee's final paycheck may be deducted by the cost of missing items or items in need of repair. This provision applies to officers who were hired on or after March 1, 2014 up until and including the date this May 1, 2025 through April 30, 2028 agreement is signed by both parties.

The Village further agrees to replace bulletproof vests for all officers after five (5) years of use, or upon reaching expiration of the useful life of the vests and or vest covers, where manufacturers recommendations and independent research demonstrate a useful life in excess of five (5) years, whichever is later.

12. Section 17.1 Personnel Files. Amend as follows

The Village agrees to abide by the lawful requirements of the "~~Access To~~ Personnel Records Review Act," 820 ILCS 40/1 et seq. of the Illinois Compiled Statutes.

13. Section 22.1 Termination~~In 2025~~. Retitle and amend as follows:

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, ~~2025~~2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy (70) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

14. **Appendix A - Wages.** Amend as follows:

Employee Wage Percentage Increases

~~May 01, 2022 - 3.25%~~

~~May 01, 2023 - 3.25%~~

~~May 01, 2024 - 3.25%~~

May 01, 2025 - 3.25% COLA plus equity adjustment set forth below

May 01, 2026 – 5.50% (3.25% COLA plus equity adjustment of 2.25%)

May 01, 2027 - 3.50%

SERGEANTS

Annual:

	<u>Current</u>	<u>5/1/2025</u> <u>3.25% COLA</u> <u>plus equity</u> <u>adjustment</u> <u>3.75%</u>	<u>5/1/2026</u> <u>5.5%</u> <u>(3.25% COLA</u> <u>plus equity</u> <u>adjustment of</u> <u>2.25%)</u>	<u>5/1/2027</u> <u>3.5%</u>
<u>Step 1 (at promotion)</u>	<u>\$111,240.74</u>	<u>\$121,252.41</u>		
<u>Step 2 (after 1 year)</u>	<u>\$124,040.20</u>	<u>\$132,102.81</u>	<u>\$139,368.47</u>	<u>\$ 144,246.36</u>
<u>Step 3 (after 2 years)</u>	<u>\$128,309.49</u>	<u>\$136,970.38</u>	<u>\$144,503.75</u>	<u>\$ 149,561.38</u>
<u>Step 4 (after 3 years)</u>	<u>\$132,606.50</u>	<u>\$141,888.95</u>	<u>\$149,692.84</u>	<u>\$ 154,932.08</u>

Hourly:

	<u>Current</u>	<u>5/1/2025</u> <u>3.25% COLA</u> <u>plus equity</u> <u>adjustment</u>	<u>5/1/2026</u> <u>5.5%</u> <u>(3.25% COLA</u> <u>plus equity</u> <u>adjustment of</u> <u>2.25%)</u>	<u>5/1/2027</u> <u>3.5%</u>
<u>Step 1 (at promotion)</u>	<u>\$53.4811</u>	<u>\$58.2944</u>		
<u>Step 2 (after 1 year)</u>	<u>\$59.6347</u>	<u>\$63.5110</u>	<u>\$67.0041</u>	<u>\$69.3492</u>
<u>Step 3 (after 2 years)</u>	<u>\$61.6873</u>	<u>\$65.8511</u>	<u>\$69.4730</u>	<u>\$71.9045</u>
<u>Step 4 (after 3 years)</u>	<u>\$63.7531</u>	<u>\$68.2158</u>	<u>\$71.9677</u>	<u>\$74.4865</u>

A Sergeant at Step 1 on April 30, 2026 shall advance to Step 3 on May 1, 2026.

A Sergeant at Step 2 on April 30, 2026 shall advance to Step 4 on May 1, 2026.

For the FOP

Jan tik

For the Village of Villa Park

Michael King

ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF VILLA PARK

Lieutenants and Sergeants



May 1, 2022 – April 30, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



Collective Bargaining Agreement

Between

VILLAGE OF VILLA PARK

And

Illinois Fraternal Order of Police Labor Council

Effective

May 1, ~~2022~~ 2025 to April 30, ~~2025~~ 2028

!

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union"), is in recognition of the Union's status as the representative of the Village's full-time sworn sergeants and lieutenants and has as its basic purpose the promotion of harmonious relations between the Village and the Union; the establishment of all equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees, therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION

Section 1.1 Recognition.

Pursuant to Illinois Labor Relation Board case # S-RC-18-054, The Village recognizes the Union as the exclusive representative of all employees included in the following bargaining unit, found appropriate for purposes of collective bargaining with regard to rates of pay, wages, hours of employment, and other conditions of employment:

Included: All full-time sworn personnel employed by the Police Department of the Village of Villa Park in the rank or title of Sergeant and Lieutenant.

Excluded: All other employees of the Village of Villa Park.

Section 1.2 Probationary Period.

The probationary period shall be twelve (12) months in duration for Sergeants and Lieutenants. Time absent from duty in excess of thirty days annually shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is subject to being returned to the officer's former rank, without cause and with no recourse to the grievance procedure or any other forum.

Section 1.3 Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.4 Seniority.

Unless stated otherwise in this Agreement, Village seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service with the Village since the last date of hire. Seniority shall not include periods of unpaid leave time. Rank seniority shall be defined as length of time in the rank of Sergeant or Lieutenant.

Section 1.5 THIS SECTION DELETED MAY 1,2022 CONTRACT

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights.

Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Villa Park Fire and Police Commission, the Village retains all traditional rights to manage and direct the affairs of the village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies and missions of the village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate, promote or demote employees; to establish performance standards; to discipline, suspend and/or

discharge non-probationary employees for just cause; to change or eliminate existing equipment or facilities or introduce new ones without having to negotiate over the effects of such change. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees. which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2 Policy Manual and Regulations.

The Village may adopt, change or modify the Police Department Policy Manual. The Village agrees to post or make available in the department a copy of the current Police Department Policy Manual. Whenever the Police Department changes the Policy Manual provisions applicable to employees, the Union will be given at least five (5) business days prior notice, absent an emergency or other need for immediate action as determined by the Chief of Police, before the effective date of the policy change in order that the Union may discuss such policy change with the Village within that five (5) business day period before they become effective if the Union so requests. The Police Department Policy Manual shall not conflict with any specific provision of this Agreement.

ARTICLE III UNION SECURITY

Section 3.1 Dues Checkoff.

While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective Checkoff authorization form. The Village will honor all executed Checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to an address provided by the union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employees any amounts paid to the union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time by providing written notice to the Village with a copy to the Union. Dues shall be withheld and remitted to the Union unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VI of this Agreement (No Strike-No lockout).

The actual dues amount to be deducted shall be certified to the Village by the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Village forty-five (45) days notice of any such change in the amount of uniform dues to be deducted.

Section 3.2 Union Indemnification.

The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not

taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employees any such amount.

ARTICLE IV HOURS OF WORK AND OVERTIME

Section 4.1 Application of Article.

This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period or year.

Section 4.2 (a) Normal Work Week and Work Day.

Except as provided elsewhere in this Agreement, the normal workweek shall be established by the Village from time to time. The normal workday will consist of an eight and a half (8.5) consecutive hour shift, including an on-duty thirty (30) minute lunch break each day subject to emergency work duties. If an employee's lunch is seriously interrupted by emergency work duties, the employee shall be allowed to take additional time off for lunch to account for the employee's thirty (30) minute lunch period, work permitting. In addition, employees shall be allowed to take two fifteen (15) minute breaks each day with permission of the Police Chief or the Chief's designee.

Section 4.2 (b) Normal Shift Hours.

The normal shift hours will be as follows:

Day Shift: 6:30 a.m. — 3:00 p.m.

Afternoon Shift: 2:30 p.m. — 11:00 p.m.

Evening Shift: 10:30 p.m. 7:00 a.m.

Section 4.3 Change In Normal Work Week and Work Day.

While the eight and one-half (8.5) hour day is in effect, Supervisors will continue to schedule two (2) days off per seven (7) day work period and will have an additional bank of seventeen (17) "Off Days" beginning January 1 of each year. "Off Days Bank" must be used by the end of the calendar year. The "Off Days Bank" cannot be converted to any other earned time and cannot be paid out for cash with the exception of separation. Payout at separation will be prorated on a calendar year basis. The bank of "Off Days" are to be scheduled at a time when another Supervisor is scheduled to work on their designated shift so as not to incur any overtime expense. If unused days cannot be scheduled without incurring overtime, then those days will be forfeited with the exception of extenuating circumstances. In these extenuating circumstances, the Supervisor may request approval from the Chief of Police or the Chief's designee to carry over unused days. The "Off Days Bank" cannot be converted to any other earned time and cannot be paid out for cash with

The shifts, work days and hours to which employees are assigned shall be based upon the twenty-eight (28) day departmental work schedule. Employees may continue to schedule work days, days off and shifts by seniority in rank, subject to the right of the Police Chief or the Chief's designee to assign employees to a particular shift based on a special skill set of the individual supervisor and the operational needs of the department, both as determined by the Chief of Police. Section 8.3 of this agreement limits day off choices during the vacation of supervisors.

Notwithstanding the above, the Chief of Police shall have the discretion to temporarily or permanently move employees to and from different shifts, shift assignments or shift rotations based upon the Chief's assessment of the needs of the department.

Employees may temporarily trade shifts, with the approval of the Chief of Police or the Chief's designee, subject to criteria established by the Chief of Police or the Chief's designee.

Notwithstanding the above, the Chief of Police reserves the right to establish the number, site, and times of shifts. Should it be necessary in the interest of efficient operations to establish schedules departing from the

normal twenty-eight (28) day rotation, work day or work week, the Village will, absent emergency as determined by the Chief and where practicable, attempt to give at least 48 hours' notice to the affected employee.

Section 4.4 Overtime Pay.

Employees shall be paid one and one-half times their regular rate of pay for all hours worked beyond the regular number of scheduled hours that may occur in their twenty-eight (28) day departmental work schedule (instead of after 160 hours in the twenty-eight (28) day work schedule) provided the employee is in paid status for all regularly scheduled hours of work.

Section 4.5 Compensatory Time.

Compensatory time at a time and one-half (1-1/2) rate may be earned at such times and in such time blocks as are mutually agreed upon between the involved employee and the employee's supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive one and one-half (1-1/2) times the employee's rate of pay for overtime worked in accordance with the provisions of Section 4.4

Employees may accumulate up to two hundred forty (240) hours of compensatory time during a fiscal year. All such time in excess of 140 hours must be taken or sold prior to the end of each fiscal year. The remaining time at the end of the fiscal year shall become non-sellable compensatory time. Any current non-sellable compensatory time shall remain non-sellable during the term of this Agreement, except upon separation from the Department. Upon separation, an employee shall be paid all accumulated compensatory time at the employee's then current rate of pay. Compensatory time submitted for payment shall be submitted on a quarterly basis, in December, April, July and October. Compensatory time off may, upon approval of the Chief or the Chief's designee be taken at straight-time amounts (8.5 hours charge for each day taken) if another employee does not need to be called in to maintain departmental manpower requirements. However, if another employee must be called in or held over to maintain manpower requirements, and the Chief or the Chief's designee still approves a compensatory time off request, such time off shall be charged at an overtime rate of 1.5 hours charged for each 1 hour taken.

Compensatory time off may only be taken in 30 minute increments, except upon written approval of the Chief or the Chief's designee. Employees assigned to the detective division shall earn 8 hours of non-sellable compensatory time off per month in those months that such employee is on call in the detective division. The parties agree that the Chief of Police or the Chief's designee shall not deny compensatory time or any request for compensatory time off except to maintain safe manpower levels.

Benefit Time — Employees will continue to earn benefit time at the rate of eight (8) hours for each day of benefit time (vacation, floating holidays, personal days, holidays and sick days). In order to be absent for a day, an employee must utilize 8.5 hours of the appropriate applicable benefit time. Employees may carryover from one calendar year to the next vacation of less than 8.5 hours.

Section 4.6 Court Time.

~~Employees who would otherwise be off duty shall be paid their regular straight-time hourly rate of pay for all hours worked, excluding lunch, when authorized by a superior to appear in court on behalf of the Village in the capacity of a commissioned employee or when preparing for an off-duty appearance on behalf of the Village when in the presence of a prosecuting attorney, with a two (2) hour minimum. Court time hours actually worked shall be included in the Section 4.4 calculation for purposes of determining overtime payments.~~

Employees required to appear in court or placed on standby status to appear in court, or case preparation with the prosecuting attorney on behalf of the Village who would otherwise be off-duty will be paid overtime with a 4-hour minimum when the time does not continuously precede or follow an employee's regular working hours. If the court time abuts to the employee's regular working hours, the employee will receive overtime for time worked. Court time hours actually worked shall be included in the Section 4.4 calculation for purposes of determining overtime payments. The minimum starts at the time of the court

notice unless travel time is required in which the employee will receive travel time of 30 minutes. Additional travel time can be approved by a supervisor when the travel time exceeds 30 minutes.

Section 4.7 Call-Back Pay.

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. A callback shall be compensated at time and one half (1-1/2) an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two hour minimum, except that if the employee is called back to rectify the employee's own error, such call back time shall be paid at straight time rates and shall not be counted toward overtime hours under Section 4.4.

Section 4.8 Required Overtime.

The Chief of Police or the Chief's designees shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Chief or the Chief's designee as a general role shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work though specific individuals may be directed to perform specific overtime assignments.

Section 4.9 No Pyramiding.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 4.10 Standby Time:

~~Employees who would otherwise be off duty shall be paid time and one-half their then regular hourly rate of pay for all hours on standby, when authorized by a superior, with a two (2) hour minimum.~~

Section 4.11 Part-Time Employees.

Part-time employees shall not be considered, under any circumstances, for the replacement of a full-time employee. Should a shift go below its required minimum, a full-time employee shall be hired or ordered to fill the shortage. Part Time Employees shall not be counted in the minimum shift strengths.

Section 4.12 Overtime Special Detail Hiring.

Overtime special detail hiring is considered to be that hiring involving special details in job assignments other than hiring which occurs to maintain established shift minimums. Overtime Special Detail Hiring shall be determined by police management based upon management's assessment of departmental needs to appropriately hire for a special detail(s), including the individual or unique requirements of each detail or job assignment in need of hiring.

Employees working special detail on July Fourth for the parade or other holiday related events shall receive double time pay.

Section 4.13 THIS SECTION DELETED MAY 1, 2016 CONTRACT

Section 4.14 Supervisor Overtime

The job classification and assignment of Supervisors within the bargaining group shall not be filled by employees outside of the bargaining group except as sated in the following paragraph.

At least one supervisor is required to be working on each shift. A supervisory shift shortage created due to court coverage, training assignments and meetings, may be filled by another supervisor of equal or greater rank limited to regular business hours of the village.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1 Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation or misapplication of an express provision of this Agreement. except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the jurisdiction of the Board of Fire and Police Commissioners of the Village of Villa Park shall not be considered a grievance under this Agreement. This grievance procedure shall supersede any other Village grievance procedure.

Section 5.2 Procedure.

A grievance filed against the Village shall be processed in the following manner:

- STEP 1: Any employee who has a grievance shall submit the grievance in writing to the Deputy Chief, depending upon the employee's assignment, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the matter giving rise to the grievance. The Deputy Chief shall render a written response to the grievance within five (5) business days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the employee, or the Union if a union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within five (5) business days after receipt of the Village's answer in Step 1, or within five (5) business days of the time when such an answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or the Chief's designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within five (5) days with the grievant and an authorized Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or the Chief's designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within five (5) business days following their meeting.
- STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or the Manager's designee and the Police Chief or other appropriate individuals as desired by the Village Manager shall meet with the grievant, the steward involved, and an outside, no employee representative of the Union if desired by the employee within five (5) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within five (5) business days following the meeting.

Section 5.3 Arbitration.

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the Village's written answer as provided to the Union at Step 3:

- A. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the

Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator.

- B. The arbitrator shall be notified of the selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and village representatives. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel,
- C. The arbitrator shall submit the decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- D. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- E. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union: provided, however, that each party" shall be responsible for compensating its own representatives and witnesses.

Section 5.4 Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village or Village Fire and Police Commission under law and applicable court decision. Any decision or award of the arbitrator rendered within the limitation of this Section 5.4 shall be binding upon the Union and employees covered by this Agreement, and binding upon the Village.

Section 5.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Village. If a grievance is not presented by the employee or the union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered withdrawn on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 5.6 Time Off.

The grievant and one Union representative, or a union representative if a Union grievance, shall receive paid time off to participate in the Step 2 or 3 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE VI NO-STRIKE CLAUSE

Section 6.1 No Strike.

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or

policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village with normal appeal and hearing rights to the Board of Fire and Police Commissioners of the Village of Villa Park. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 6.2 No Lock Out.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3 Penalty.

Any officer who violates the provisions of Section 6.1 shall be subject to immediate discipline. Any action taken by the Village against an officer who violates Section 6.1 shall not be considered a violation of this Agreement. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4 Judicial Restraint.

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VII HOLIDAYS

Section 7.1 Holidays

The following are paid holidays for eligible employees:

New Year's Day

Day after Thanksgiving Day

President's Day

Christmas Eve

Memorial Day

Christmas Day

July 4th

2 Floating Holidays

Labor Day

2 Personal Days

Section 7.2 Holiday Pay.

An employee who would be eligible for this benefit, by nature of the assignment, will receive these holidays in the employee's account on or about January 1, each year, to be used similar to vacation days.

Section 7.3 Holidays Worked.

Employees who work on a holiday shall receive eight (8) hours pay for the day and, in addition shall receive another day off, with pay, as their holiday, to be taken upon prior request and approval of the Department.

Section 7.4 Floating Holidays/Personal Days.

Floating holidays and personal days must be taken within the calendar year earned or they are lost except if an employee is incapable of using such days because the employee is off work on worker's compensation disability. Advance approval must be obtained from the Department before a floating holiday or personal day is taken.

ARTICLE VIII VACATIONS

Section 8.1 Eligibility and Allowances.

All employees shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, but cannot use

vacation time until the year after it is earned. Vacation allowances shall be earned yearly, based on the following schedule:

Length of Continuous Service Per Year		Vacation Hours
1 year	80 hours	
8 years	120 hours	
15 years	160 hours	
20 years	200 hours	

Section 8.2 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on each day of the employee's vacation.

Section 8.3 Scheduling.

Employees shall select vacation by rank and seniority in their rank. Only one (1) supervisor per shift may be on vacation at any one time. On or about January 1st the Chief of Police or the Chief's designee shall post a schedule for vacation selections during the upcoming calendar year. Employees shall schedule at least half of their vacation time. In circumstances where there are an odd number of weeks, the employee shall schedule half plus one (1) week of vacation. Employees may only select two (2) weeks at a time. After all employees have had the opportunity to make their selections, employees may then schedule additional vacation time, utilizing the order listed previously. Employees may not pick more than one week which contains a designated Village holiday (see Section 7.1 for designated Village holidays) during the initial vacation selection. The vacation selections shall be submitted to the Chief of Police or the Chief's designee for approval on or before January 30th, and the selections shall be reviewed and, if necessary, modified by the Chief of Police and a vacation schedule posted on or before February 15th. Thereafter, vacation requests shall be handled on a first requested, first received basis, subject to the overriding scheduling needs of the Village. All vacation days held by an employee after the selection process may be taken in 1/2 day or one (1) full day, or week blocks, with the approval of the Chief of Police or the Chief's designee. If an employee chooses one (1) week blocks of vacation after the initial selection, then the employee shall not be required to pay demand time if a shortage exists. Vacation may not be carried over to the next calendar year and any unused vacation days shall be forfeited without compensation, except an employee incapable of using such days because the employee is off work on extended worker's compensation or extended sick leave, may request approval from the Village Manager to carry over vacation.

Section 8.3 ADDED LANGUAGE EFFECTIVE MAY 1, 2016

When one (1) supervisor of a patrol shift schedules a week block of vacation (defined as Sunday through Saturday) the working supervisor of that shift will not schedule more than two (2) regular off days during this period. When a village designated holiday(s) occurs during a scheduled vacation week, the working supervisor will not schedule their regular day off on the designated holiday(s).

Section 8.4 Calculating Length of Vacation for New Employees and in Year of Severance.

Vacation shall be earned on a pro-rata basis during an employee's first year of promotion and in the employee's year of severance. For example, should an employee be promoted during May then the following January that employee shall have earned 8/12ths of vacation time. The same shall be true of terminating employment. Employees shall earn credit for vacation on a pro-rata basis as per the example above and shall be paid for such unused time upon severance.

Section 8.5 Village Emergency.

In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Village President, Village Manager or the Police Chief, or their designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken. and/or recall any sergeant or lieutenant from vacation in progress.

ARTICLE IX LAYOFF AND RECALL

Section 9.1 Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs, whether in a rank or assignment, are necessary, employees covered by this Agreement will be laid off in accordance with State statute as it may from time to time be amended.

Section 9.2 Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Chief of Police or the Chief's designee of the intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and the responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to timely respond to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled and requires additional training, the Village shall provide that training at the Village's expense.

ARTICLE X SICK LEAVE

Section 10.1 Purpose

Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against a full day's loss of pay due to illness of the employee or in the employee's immediate family (defined as spouse, child, parents or parents-in-law). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or acting pursuant to reasonable instructions for care. Sick days shall be taken in a minimum of four (4) hour increments.

Section 10.2 Sick Days Earned

Employees who begin with the Village shall have no sick leave until they have completed one (1) year of service. Upon the completion of one (1) year of service, and for each year thereafter, the employee shall be credited with twelve (12) eight (8) hour sick days which may be used as described below. Sick leave days/hours accrued but unused may be accumulated from year to year.

Section 10.3 Request for Sick Leave

Employees requesting sick leave must call their supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. An employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse. Where the employee is absent for five (5) or more consecutive days due to illness, the employee must bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 10.4 Sick Leave Buy Back

Upon separation from employment in good standing, all bargaining unit employees shall receive compensation at fifty percent (50%) of the employee's regular hourly rate of pay for all sick days accumulated but not used to a maximum of: one hundred-fifty days (not to exceed 1200 hours) effective May 1, 2010, and effective May 1, 2011 to a maximum of one hundred-sixty days (not to exceed 1280 hours).

ARTICLE XI ADDITIONAL LEAVES OF ABSENCE

Section 11.1 Discretionary Leaves.

The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 11.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the employee's immediate supervisor and it shall be in writing.

Section 11.3 Jury Duty.

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required to report for jury duty just prior to or immediately following the employee's regular midnight or afternoon shift, he shall have that shift off with pay. An employee shall immediately notify the Police Chief or the Chief's designee if he is required to report for jury duty. ~~If an employee is compensated by the Village for performing jury duty, such employee must sign over to the Village any check received for performance of such jury duty.~~ **To be excused from work without loss of pay for jury duty, an employee is required to provide the Chief or designee proof of service at jury duty, which may include any check received for jury duty or proof of attendance from the court.**

Section 11.4 Funeral Leave. Bereavement Leave

Bargaining unit employees may be granted up to three (3) working days leave with pay in the event of the death of an **employee's immediate family member. Immediate family shall be defined as an employee's spouse, child, stepchild, mother, father, stepparent, son-in-law, daughter-in-law, sister, or brother, parent-in-law, grandparent, grandparent-in-law, grandchild, or person who lives in the employee's household.** ~~One (1) working day will be granted with pay on the day of the funeral to attend the funeral or memorial service of a grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, or member of the employee's immediate family who lives in the employee's household. Such paid leave cannot be taken more than six (6) months after the date of the funeral.~~ **death of the employee's immediate family member. Remaining leave time available pursuant to the Illinois Family Bereavement Leave Act and the Child Extended Bereavement Leave Act may be taken as unpaid leave. An employee must notify the employee's immediate supervisor of the need for bereavement leave prior to the start of the absence.**

Section 11.5 Leave for Illness, Injury or Disability.

In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers compensation an employee shall accrue seniority for the first twelve (12) months of leave.

To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or The Chief's designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

Section 11.6 Benefits While on Leave.

Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have the employee's seniority continued

after the period of the leave. Upon the employee's return, the Village will place the employee in the employee's previous job, if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to the employee's seniority except for the leave, the employee shall go directly on layoff

During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

Section 11.7 Non-Employment Elsewhere..

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline.

Section 11.8 Family Leave (New Section). Add as follows:

In the event that the Village provides paid paternity leave, maternity leave, leave upon the adoption of a child, or after a traumatic loss of a pregnancy to non-union employees or another bargaining unit of the Village, then the employees shall be provided the same benefit.

Section 11.9 Waiver of Paid Leave for All Workers Act (New Section). Add as follows:

In consideration of the Village providing vacation, sick, and other paid leave, bargaining unit members hereby waive the paid leave provided by the Paid Leave for All Workers Act (820 ILCS 192/et seq.) and all provisions of said Act.

ARTICLE XII EMPLOYEE WELLNESS AND FITNESS

Section 12.1 Committee to Establish Physical Fitness Requirements.

A committee shall be established consisting of the Police Chief or the Chief's designee, the Human Resources Manager, and two employees for the purposes of establishing physical fitness requirements for employees and establishing the methods of testing and/or enforcement of said requirements.

Employee wellness plans provide a good return for both employers and employees in the form of decreased absenteeism, increased employee productivity and reduced healthcare costs overall.

In order for the Village to develop a culture of wellness, it shall be mandatory for all employees to participate in the Village-sponsored wellness program.

ARTICLE XIII WAGES

Section 13.1 Wages.

Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix A.

Section 13.2 Longevity.

After completion of seven consecutive years of service with the Village, and in each year thereafter, employees shall earn and receive an annual longevity bonus of one thousand seven hundred fifty-four dollars

(\$1754.00) per year. Longevity payments shall be made by the Village in two one installment on a pro-rata basis, one on or about May 1 and the other on or about November 1 of each year. Eligible employees shall receive the full longevity bonus based on the number of years completed as of April 30 of the current year.

Section 13.3 Tuition Reimbursement.

The Village may, upon prior request, decide to reimburse a portion of an employee's college tuition costs where the tuition involves course work directly related to work performed by the employee and which have a beneficial relationship to the performance of the employee's duties. In order to be considered for tuition reimbursement, an employee must submit a written request for reimbursement to the Village Manager and receive written approval of the request before taking the course work in question. Thereafter, to obtain payment the employee must submit proper forms, proof of completion, proof of payment and a receipt for all expenses the Village previously agreed to reimburse, as well as a grade report indicating a grade of "C" or better.

Section 13.4 Reimbursement for Expenses.

~~When an employee of the Village is on Village business and shall be required to be outside the Village limits, pursuant to said duty, such as training, pick-up and/or delivery of prisoners, out of state travel on Village business, said employee shall be reimbursed expenses for meals in the following manner: (a) up to a maximum of \$25.00 per full day for meals; (b) if an employee is required to use a personal vehicle, they shall be allowed the IRS rate per mile for travel (c) if any employee is required to utilize overnight lodging, he shall be eligible for reimbursement with a maximum rate of \$50.00 per night. In order for an employee to be eligible for the above reimbursements, including meals, mileage and lodging, the employee shall provide the Village with written receipts for lodging and said employee shall have received previous written approval from the Chief or the Chief's designee before incurring said expenses. The reimbursable expenses shall be paid to the employee on the next scheduled bill listing.~~

The Village Travel and Training Policy, as amended, shall be applicable to the employees.

ARTICLE XIV UNIFORM AND EQUIPMENT ALLOWANCE

Section 14.1 Uniform Allowance.

The Village agrees to establish one (1) payment for the purchase of departmental authorized uniforms and equipment per year. Covered employees will be entitled to a uniform allowance for the purchase of uniform and equipment as set forth below:

May 1, 2025 \$1,000.00

Any employee who leaves the department shall return all uniform or equipment items purchased by the department within the last five (5) years upon separation, and the employee's final paycheck may be deducted by the cost of missing items or items in need of repair. This provision applies to officers who were hired on or after March 1, 2014 up until and including the date this May 1, 2025 through April 30, 2028 agreement is signed by both parties.

The Village further agrees to replace bulletproof vests for all officers after five (5) years of use, or upon reaching expiration of the useful life of the vests and or vest covers, where manufacturers recommendations and independent research demonstrate a useful life in excess of five (5) years, whichever is later.

~~Effective May 1, 2016, covered employees will be entitled to an annual uniform allowance of one thousand dollars (\$1,000.00) for purchase of uniform and equipment. Uniform or equipment items destroyed or damaged in the line of duty may be replaced by the Village without cost to the employee or deduction from the employee's uniform allowance amount. Uniform allowance payments shall be made retroactively, within thirty (30) days of~~

~~the execution of this Agreement by both parties, for all employees employed on the date this Agreement is executed by both parties or the issuance of an interest arbitration award, whichever is sooner.~~

Section 14.2 Retirement or Separation from Service.

If an employee elects to retire or separate from service during the fiscal year, their uniform allowance will be pro-rated accordingly. If the allowance has been paid prior to retirement or separation, the employee shall reimburse the Village the appropriate pro rata amount either by cash payment or by deduction from their last paycheck. Proration shall be based upon the number of days from beginning of the fiscal year until the end of the fiscal year,

ARTICLE XV INSURANCE

Section 15.1 Insurance Benefits.

The Village shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits and dental benefits as existed prior to the signing of this Agreement. Further, the Village shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by Village insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee, for the life of this Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of, health care benefits, so long as the new coverage and benefits are reasonably similar to those which predated this Agreement.

In recognition of the desirability of maintaining a uniform health insurance policy or plan Village-wide with respect to employee insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications, or improvements with respect to any of the health insurance benefits (including cost sharing and cost containment changes) that are applicable to all other eligible full-time Village employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other eligible full-time Village employees.

Section 15.2 Insurance Cost.

Employee contributions for insurance premiums shall be as follows, absent any changes applicable to all other eligible full-time Village employees that would likewise apply to bargaining unit employees pursuant to the amendment to Section 15.1 noted above:

HMO	
Year	%Contribution
5/1/2022-25	18%
5/1/2023-26	18%
5/1/2024-27	18%

PPO	
Year	%Contribution
5/1/2022-25	18%
5/1/2023-26	18%
5/1/2024-27	18%

The percentage contribution will be effective the first payroll following approval of this agreement by both parties.

Section 15.3 Cost Containment.

The Village strictly reserves its rights to institute cost containment provisions similar to those applicable to most other Village employees. Examples of such cost containment provisions include, but are not limited to, the following:

- (a) Hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;
- (b) Authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;
- (c) Hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;
- (d) The Village may require mandatory second opinions for elective surgery, preadmission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 15.4 Insurance Meetings.

The Village and the Union agree to meet up to twice each year, upon written request of either party, to discuss insurance levels, costs and/or coverage issues. Such meetings shall be of reasonable length and shall not be considered time worked for employee compensation purposes.

Section 15.5 Life Insurance.

The Village shall provide, at no cost to the employee, life insurance coverage-equal to their current annual wages, excluding overtime and longevity.

Section 15.6 Tobacco Use-

A tobacco free environment helps create a safe and healthy workplace. Smoking and secondhand smoke are known to cause serious lung diseases. No use of tobacco products including cigarettes and "spit tobacco" or e-cigarettes is permitted while on duty and employed, at any time. The section shall not apply to the use of a prescribed or over-the-counter smoking cessation aid used to control nicotine withdrawal symptoms associated with quitting smoking.

Section 15.7 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier (s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure to be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, Village employee, or beneficiary of any Village employee.

Section 15.8 Retiree Insurance.

The Village and the Union have agreed that the Village shall provide sworn police officers who were employed on May 28, 1992, a supplemental insurance payment of \$125.00 per month under certain specific conditions and none other. NOW, THEREFORE, it is agreed that: Each eligible employee listed on Appendix B who is employed by the Village on May 28, 1992, shall be entitled to receive a \$125.00 per month supplemental payment upon the employee's retirement, other than for disability, after attaining both age fifty (5) with at least twenty (20) years of creditable service as a sworn police officer with the Villa Park Police Department.

- (1) The \$125.00 per month supplemental payment shall be paid until the earlier of the eligible employee's attainment of age 65 or death.
- (2) The \$125.00 per month supplemental payment shall only be paid for each month that the eligible employee is receiving a pension from the Villa Park Fire and Police Pension Fund for retirement, other than for disability.

(3) If the eligible employee is a participant in the Village offered medical coverage the \$125.00 per month supplemental payment shall be used to offset the amount the eligible employee would otherwise be required to pay for the medical coverage premium.

(4) If the eligible employee is not a participant in the medical plan that the Village offers its employees, the \$125.00 supplemental payment shall be paid to the eligible employee in cash less withholding of applicable taxes.

(5) This Agreement shall terminate when all of the eligible employees listed on Appendix B have terminated employment, died, or attained age 65, whichever is the last to occur.

Section 15.9 Section 125 Plan.

The Village will implement an IRC Section 125 Plan whereby employees will be able to pay the employee premium contributions for Village-provided health, dental and vision insurance with pre-tax earnings. The Village will maintain the IRC Section 125 Plan in effect as long as it continues to be permitted under substantially similar regulations and conditions which were in effect on the effective date of this Agreement.

ARTICLE XVI OUTSIDE EMPLOYMENT

Section 16.1 Outside Employment.

Employees shall be subject to the Police Department Policy Manual on outside employment as it may from time to time be amended.

ARTICLE XVII EMPLOYEE STATUTORY RIGHTS

Section 17.1 Personnel Files.

The Village agrees to abide by the lawful requirements of the "Access To Personnel Records Review Act," 820 FLCS 40/et seq, of the Illinois Compiled Statutes.

Section 17.2 Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 17.3 Access to Grievance Procedure.

The parties agree that an alleged violation of Sections 17.1 and 17.2 of this Article may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the Union.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

Section 18.1 Ratification and Amendment.

This Agreement shall become effective when ratified by the Village Board and the Union and signed by authorized representative thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.2 Animal Calls.

Except in extenuating circumstances, sergeants and lieutenants shall not be required to apprehend or transport animals when there is a Community Service officer available to perform the task.

Section 18.3 No Solicitation.

The Union agrees that no bargaining unit employee will, either directly or indirectly, solicit any person or entity for contributions on behalf of the Union, Villa Park Police Department and the Village of Villa Park.

Section 18.4 Drug and Alcohol.

Employees shall be subject to drug and alcohol testing in accordance with the Police Department Policy Manual as it may from time to time be amended.

ARTICLE XIX FIRE AND POLICE COMMISSION

Section 19.1 Fire and Police Commission Authority Not Diminished.

The parties recognize that the Village of Villa Park Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish any such authority.

ARTICLE XX SAVINGS CLAUSE

Section 20.1 Savings Clause.

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specifically specified in the board, court, or agency decision; and upon issuance of such a decision, the Village and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXI ENTIRE AGREEMENT

Section 21.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and, cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article U. The parties acknowledge that during the negotiations, which, resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining during the term of this Agreement.

ARTICLE XXII TERMINATION

Section 22.1 Termination in 2025

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2025, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy (70) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this day of 202225 after receiving official approval by
the President and Board of Trustees and ratification by the Union's members

VILLAGE OF VILLA PARK

ILLINOIS FOP LABOR COUNCIL

ILLINOIS FOP LABOR COUNCIL

APPENDIX A Wages
Employee Wage Percentage Increases

1. **Appendix A - Wages.** Amend as follows:

Employee Wage Percentage Increases
May 01, 2025- 3.25% COLA plus equity adjustment set forth below
May 01, 2026 – 5.50% (3.25% COLA plus equity adjustment of 2.25%)
May 01, 2027 -3.50%

SERGEANTS

Annual:

	Current	5/1/2025 3.25% COLA plus equity adjustment 3.75%	5/1/2026 5.5% (3.25% COLA plus equity adjustment of 2.25%)	5/1/2027 3.5%
Step 1 (at promotion)	\$111,240.74	\$121,252.41		
Step 2 (after 1 year)	\$124,040.20	\$132,102.81	\$139,368.47	\$ 144,246.36
Step 3 (after 2 years)	\$128,309.49	\$136,970.38	\$144,503.75	\$ 149,561.38
Step 4 (after 3 years)	\$132,606.50	\$141,888.95	\$149,692.84	\$ 154,932.08

Hourly:

	Current	5/1/2025 3.25% COLA plus equity adjustment	5/1/2026 5.5% (3.25% COLA plus equity adjustment of 2.25%)	5/1/2027 3.5%
Step 1 (at promotion)	\$53.4811	\$58.2944		
Step 2 (after 1 year)	\$59.6347	\$63.5110	\$67.0041	\$69.3492
Step 3 (after 2 years)	\$61.6873	\$65.8511	\$69.4730	\$71.9045
Step 4 (after 3 years)	\$63.7531	\$68.2158	\$71.9677	\$74.4865

A Sergeant at Step 1 on April 30, 2026 shall advance to Step 3 on May 1, 2026.

A Sergeant at Step 2 on April 30, 2026 shall advance to Step 4 on May 1, 2026.

APPENDIX B Retiree Insurance

1353 KING/MICHAEL J.	SERGEANT S4	10.20.09.***	27-Dec 64
1355 MARTINSON/KENNETH R.	SERGEANT S4	10.20.09.***	04-Mar-66
1352 JOHANSEN/LANCE M.	SERGEANT S4	10.20.09.***	15-Aug-66
1352 HALL JR/NORMAN R.	SERGEANT S4	10.20.09.***	18-Mar-71
1324 SUBJECT/ANDREW D	SERGEANT S2	10.20.09.***	02-June-72
1305 DEFILIPPIS/BENJAMIN J	SERGEANT S1	10.20.09.***	31-May-77
1320 NORTH/RALPH F.	PATROLMAN P6	10.20.09.***	01-Jun-62
1323 SITLLWELL, JR/ARTHUR H	PATROLMAN P6	10.20.09.***	01-May-70
1326 WENSHUTONIS/THOMAS E.	PATROLMAN P6	10.20.09.***	15-Jan-73
1304 DEEVEY/ROBERT M.	PATROLMAN P6	10.20.08.***	26-Aug-74
1306 SCHROEDER/SCOTT G...	PATROLMAN P6	10.20.08.***	31-Mar-77
1311 ESPOSITO/GENARO J	PATROLMAN P6	10.20.09.***	14-Aug-78
1316 HUMPHRIS/JACK	PATROLMAN P6	10.20.09.***	05-Jan-81
1321 OROWSKUIA/JAMES J	PATROLMAN P6	10.20.09.***	05-Jan-81
1325 SZKOLKA/JOHN M	PATROLMAN P6	10.20.09.***	22-Sep-81
1317 JOHNSON/MARK W.	PATROLMAN P6	10.20.09.***	28-Sep-21
1312 FISHER/RAYMOND R.	PATROLMAN P6	10.20.09.***	05-Apr-82
1328 ZORICH/EDWARD@RD W.	PATROLMAN P6	10.20.08.***	12-Sep-83
1308 BUDIG/ROBERT H.	PATROLMAN P6	10.20.09.***	07-Oct-85
1318 JOHNSON/TYSON A.	PATROLMAN P6	10.20.09.***	06-Apr-87
1327 WHITAKER/DAVID L.	PATROLMAN P6	10.20.09.***	06-Apr-87
1307 BERNARDO/JAMES A.	PATROLMAN P5	10.20.09.***	6-Jul-87
1314 HARVEY/ROBERT A.	PATROLMAN P5	10.20.09.***	06-Jul-87
1319 MCNAMARAVJP-YES J.	PATROLMAN P5	10.20.09.***	04-Jan-88
1322 SHERRY/JAMES A.	PATROLMAN P5	** **.09.***	11-Apr-88
1315 SHEIDELMEIER JR/JOHN G.	PATROLMAN P4	10.20.09.***	10-Oct-88
1521 SUBJECT/DAVID G	PATROLMAN P2	10.20.09.***	22-Oct-90
1540 LAY/MICHAEL A	PATROLMAN P2	10.20.09.101	07-Jan-91
1704 BREGMAN/MARC S	PATROLMAN P1	10.20.09.***	08-Jul-91
1726 CICERO/GREGORY T	PATROLMAN P1	10.20.09.***	30-Sep-91
1736 GUY/LARRY R	PATROLMAN P1	10.20.09.101	14-Oct-91

APPENDIX CDUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, (please print name) _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I hereby authorize my Employer, _____ (insert Employer's name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Cell Phone Number: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____ Today's Date: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX D - GRIEVANCE FORM

(use additional sheets where necessary)

Lodge/Unit No.:

Year:

Grievance No.:



Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____, and any other appropriate remedies. _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

Lodge/Unit No.:

Year:

Grievance No.:

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative

Signature Position

Person to Whom Response Given

Date



ILLINOIS FOP LABOR COUNCIL

and

VILLAGE OF VILLA PARK Lieutenants and Sergeants



May 1, 2022 – April 30, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



Collective Bargaining Agreement

Between

VILLAGE OF VILLA PARK

And

Illinois Fraternal Order of Police Labor Council

Effective

May 1, ~~2022~~ **2025** to April 30, ~~2025~~ **2028**

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF VILLA PARK, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union"), is in recognition of the Union's status as the representative of the Village's full-time sworn sergeants and lieutenants and has as its basic purpose the promotion of harmonious relations between the Village and the Union; the establishment of all equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to the bargaining unit employees, therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION

Section 1.1 Recognition.

Pursuant to Illinois Labor Relation Board case # S-RC-18-054, The Village recognizes the Union as the exclusive representative of all employees included in the following bargaining unit, found appropriate for purposes of collective bargaining with regard to rates of pay, wages, hours of employment, and other conditions of employment:

Included: All full-time sworn personnel employed by the Police Department of the Village of Villa Park in the rank or title of Sergeant and Lieutenant.

Excluded: All other employees of the Village of Villa Park.

Section 1.2 Probationary Period.

The probationary period shall be twelve (12) months in duration for Sergeants and Lieutenants. Time absent from duty in excess of thirty days annually shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is subject to being returned to the officer's former rank, without cause and with no recourse to the grievance procedure or any other forum.

Section 1.3 Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

Section 1.4 Seniority.

Unless stated otherwise in this Agreement, Village seniority for the purpose of this Agreement shall be defined as a peace officer's length of continuous full-time service with the Village since the last date of hire. Seniority shall not include periods of unpaid leave time. Rank seniority shall be defined as length of time in the rank of Sergeant or Lieutenant.

Section 1.5 THIS SECTION DELETED MAY 1,2022 CONTRACT

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights.

Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Villa Park Fire and Police Commission, the Village retains all traditional rights to manage and direct the affairs of the village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies and missions of the village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate, promote or demote employees; to establish performance standards; to discipline, suspend and/or

discharge non-probationary employees for just cause; to change or eliminate existing equipment or facilities or introduce new ones without having to negotiate over the effects of such change. The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Manager, Police Chief or their authorized designees. which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2 Policy Manual and Regulations.

The Village may adopt, change or modify the Police Department Policy Manual. The Village agrees to post or make available in the department a copy of the current Police Department Policy Manual. Whenever the Police Department changes the Policy Manual provisions applicable to employees, the Union will be given at least five (5) business days prior notice, absent an emergency or other need for immediate action as determined by the Chief of Police, before the effective date of the policy change in order that the Union may discuss such policy change with the Village within that five (5) business day period before they become effective if the Union so requests. The Police Department Policy Manual shall not conflict with any specific provision of this Agreement.

ARTICLE III UNION SECURITY

Section 3.1 Dues Checkoff.

While this Agreement is in effect, the Village will deduct from each employee's paycheck once each month the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawful, voluntary, effective Checkoff authorization form. The Village will honor all executed Checkoff authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the Village to and address provided by the union together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Union agrees to refund to the employees any amounts paid to the union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time by providing written notice to the Village with a copy to the Union. Dues shall be withheld and remitted to the Union unless or until such time as the Village receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the village's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VI of this Agreement (No Strike-No lockout).

The actual dues amount to be deducted shall be certified to the Village by the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount which will be the regular monthly dues once each calendar year during the life of this Agreement. The Union will give the Village forty-five (45) days notice of any such change in the amount of uniform dues to be deducted.

Section 3.2 Union Indemnification.

The Union shall indemnify, defend and hold harmless the Village and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs for counsel selected or approved by the Union that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employees any such amount.

ARTICLE IV HOURS OF WORK AND OVERTIME

Section 4.1 Application of Article.

This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, work period or year.

Section 4.2 (a) Normal Work Week and Work Day.

Except as provided elsewhere in this Agreement, the normal workweek shall be established by the Village from time to time. The normal workday will consist of an eight and a half (8.5) consecutive hour shift, including an on-duty thirty (30) minute lunch break each day subject to emergency work duties. If an employee's lunch is seriously interrupted by emergency work duties, the employee shall be allowed to take additional time off for lunch to account for the employee's thirty (30) minute lunch period, work permitting. In addition, employees shall be allowed to take two fifteen (15) minute breaks each day with permission of the Police Chief or the Chief's designee.

Section 4.2 (b) Normal Shift Hours.

The normal shift hours will be as follows:

Day Shift: 6:30 a.m. — 3:00 p.m.

Afternoon Shift: 2:30 p.m. — 11:00 p.m.

Evening Shift: 10:30 p.m. 7:00 a.m.

Section 4.3 Change In Normal Work Week and Work Day.

While the eight and one-half (8.5) hour day is in effect, Supervisors will continue to schedule two (2) days off per seven (7) day work period and will have an additional bank of seventeen (17) "Off Days" beginning January 1 of each year. "Off Days Bank" must be used by the end of the calendar year. The "Off Days Bank" cannot be converted to any other earned time and cannot be paid out for cash with the exception of separation. Payout at separation will be prorated on a calendar year basis. The bank of "Off Days" are to be scheduled at a time when another Supervisor is scheduled to work on their designated shift so as not to incur any overtime expense. If unused days cannot be scheduled without incurring overtime, then those days will be forfeited with the exception of extenuating circumstances. In these extenuating circumstances, the Supervisor may request approval from the Chief of Police or the Chief's designee to carry over unused days. The "Off Days Bank" cannot be converted to any other earned time and cannot be paid out for cash with

The shifts, work days and hours to which employees are assigned shall be based upon the twenty-eight (28) day departmental work schedule. Employees may continue to schedule work days, days off and shifts by seniority in rank, subject to the right of the Police Chief or the Chief's designee to assign employees to a particular shift based on a special skill set of the individual supervisor and the operational needs of the department, both as determined by the Chief of Police. Section 8.3 of this agreement limits day off choices during the vacation of supervisors.

Notwithstanding the above, the Chief of Police shall have the discretion to temporarily or permanently move employees to and from different shifts, shift assignments or shift rotations based upon the Chief's assessment of the needs of the department.

Employees may temporarily trade shifts, with the approval of the Chief of Police or the Chief's designee, subject to criteria established by the Chief of Police or the Chief's designee.

Notwithstanding the above, the Chief of Police reserves the right to establish the number, site, and times of shifts. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal twenty-eight (28) day rotation, work day or work week, the Village will, absent emergency as determined by the Chief and where practicable, attempt to give at least 48 hours' notice to the affected employee.

Section 4.4 Overtime Pay.

Employees shall be paid one and one-half times their regular rate of pay for all hours worked beyond the regular number of scheduled hours that may occur in their twenty-eight (28) day departmental work schedule (instead of after 160 hours in the twenty-eight (28) day work schedule) provided the employee is in paid status for all regularly scheduled hours of work.

Section 4.5 Compensatory Time.

Compensatory time at a time and one-half (1-1/2) rate may be earned at such times and in such time blocks as are mutually agreed upon between the involved employee and the employee's supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive one and one-half (1-1/2) times the employee's rate of pay for overtime worked in accordance with the provisions of Section 4.4

Employees may accumulate up to two hundred forty (240) hours of compensatory time during a fiscal year. All such time in excess of 140 hours must be taken or sold prior to the end of each fiscal year. The remaining time at the end of the fiscal year shall become non-sellable compensatory time. Any current non-sellable compensatory time shall remain non-sellable during the term of this Agreement, except upon separation from the Department. Upon separation, an employee shall be paid all accumulated compensatory time at the employee's then current rate of pay. Compensatory time submitted for payment shall be submitted on a quarterly basis, in December, April, July and October. Compensatory time off may, upon approval of the Chief or the Chief's designee be taken at straight-time amounts (8.5 hours charge for each day taken) if another employee does not need to be called in to maintain departmental manpower requirements. However, if another employee must be called in or held over to maintain manpower requirements, and the Chief or the Chief's designee still approves a compensatory time off request, such time off shall be charged at an overtime rate of 1.5 hours charged for each 1 hour taken.

Compensatory time off may only be taken in 30 minute increments, except upon written approval of the Chief or the Chief's designee. Employees assigned to the detective division shall earn 8 hours of non-sellable compensatory time off per month in those months that such employee is on call in the detective division. The parties agree that the Chief of Police or the Chief's designee shall not deny compensatory time or any request for compensatory time off except to maintain safe manpower levels.

Benefit Time — Employees will continue to earn benefit time at the rate of eight (8) hours for each day of benefit time (vacation, floating holidays, personal days, holidays and sick days). In order to be absent for a day, an employee must utilize 8.5 hours of the appropriate applicable benefit time. Employees may carryover from one calendar year to the next vacation of less than 8.5 hours.

Section 4.6 Court Time.

~~Employees who would otherwise be off-duty shall be paid their regular straight-time hourly rate of pay for all hours worked, excluding lunch, when authorized by a superior to appear in court on behalf of the Village in the capacity of a commissioned employee or when preparing for an off-duty appearance on behalf of the Village when in the presence of a prosecuting attorney, with a two (2) hour minimum. Court time hours actually worked shall be included in the Section 4.4 calculation for purposes of determining overtime payments.~~

Employees required to appear in court or placed on standby status to appear in court, or case preparation with the prosecuting attorney on behalf of the Village who would otherwise be off-duty will be paid overtime with a 4-hour minimum when the time does not continuously precede or follow an employee's regular working hours. If the court time abuts to the employee's regular working hours, the employee will receive overtime for time worked. Court time hours actually worked shall be included in the Section 4.4 calculation for purposes of determining overtime payments. The minimum starts at the time of the court notice unless travel time is required in which the employee will receive travel time of 30 minutes. Additional travel time can be approved by a supervisor when the travel time exceeds 30 minutes.

Section 4.7 Call-Back Pay.

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. A callback shall be compensated at time and one half (1-1/2) an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two hour minimum, except that if the employee is called back to rectify the employee's own error, such call back time shall be paid at straight time rates and shall not be counted toward overtime hours under Section 4.4.

Section 4.8 Required Overtime.

The Chief of Police or the Chief's designees shall have the right to require overtime work and employees may not refuse overtime assignments. In non-emergency situations, the Chief or the Chief's designee as a general role shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work though specific individuals may be directed to perform specific overtime assignments.

Section 4.9 No Pyramiding.

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 4.10 Standby Time.

~~Employees who would otherwise be off duty shall be paid time and one half their then regular hourly rate of pay for all hours on standby, when authorized by a superior, with a two (2) hour minimum.~~

Section 4.11 Part-Time Employees.

Part-time employees shall not be considered, under any circumstances, for the replacement of a full-time employee. Should a shift go below its required minimum, a full-time employee shall be hired or ordered to fill the shortage. Part Time Employees shall not be counted in the minimum shift strengths.

Section 4.12 Overtime Special Detail Hiring.

Overtime special detail hiring is considered to be that hiring involving special details in job assignments other than hiring which occurs to maintain established shift minimums. Overtime Special Detail Hiring shall be determined by police management based upon management's assessment of departmental needs to appropriately hire for a special detail(s), including the individual or unique requirements of each detail or job assignment in need of hiring.

Employees working special detail on July Fourth for the parade or other holiday related events shall receive double time pay.

Section 4.13 THIS SECTION DELETED MAY 1, 2016 CONTRACT

Section 4.14 Supervisor Overtime

The job classification and assignment of Supervisors within the bargaining group shall not be filled by employees outside of the bargaining group except as sated in the following paragraph.

At least one supervisor is required to be working on each shift. A supervisory shift shortage created due to court coverage, training assignments and meetings, may be filled by another supervisor of equal or greater rank limited to regular business hours of the village.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1 Definition.

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation or misapplication of an express provision of this Agreement. except that any dispute or difference of opinion concerning the imposition of discipline which is subject to the jurisdiction

of the Board of Fire and Police Commissioners of the Village of Villa Park shall not be considered a grievance under this Agreement. This grievance procedure shall supersede any other Village grievance procedure.

Section 5.2 Procedure.

A grievance filed against the Village shall be processed in the following manner:

- STEP 1: Any employee who has a grievance shall submit the grievance in writing to the Deputy Chief, depending upon the employee's assignment, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the occurrence of the matter giving rise to the grievance. The Deputy Chief shall render a written response to the grievance within five (5) business days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the employee, or the Union if a union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within five (5) business days after receipt of the Village's answer in Step 1, or within five (5) business days of the time when such an answer would have been due. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or the Chief's designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within five (5) days with the grievant and an authorized Union representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or the Chief's designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within five (5) business days following their meeting.
- STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or the Manager's designee and the Police Chief or other appropriate individuals as desired by the Village Manager shall meet with the grievant, the steward involved, and an outside, no employee representative of the Union if desired by the employee within five (5) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within five (5) business days following the meeting.

Section 5.3 Arbitration.

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within thirty (30) calendar days of receipt of the Village's written answer as provided to the Union at Step 3:

- A. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three names; the other party shall then strike three names. The person remaining shall be the arbitrator.

- B. The arbitrator shall be notified of the selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and village representatives. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel,
- C. The arbitrator shall submit the decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- D. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- E. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union: provided, however, that each party" shall be responsible for compensating its own representatives and witnesses.

Section 5.4 Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the questions of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of the Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is in any way contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village or Village Fire and Police Commission under law and applicable court decision. Any decision or award of the arbitrator rendered within the limitation of this Section 5.4 shall be binding upon the Union and employees covered by this Agreement, and binding upon the Village.

Section 5.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays. Sundays or holidays recognized by the Village. If a grievance is not presented by the employee or the union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered withdrawn on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 5.6 Time Off.

The grievant and one Union representative, or a union representative if a Union grievance, shall receive paid time off to participate in the Step 2 or 3 meetings if the meetings are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

ARTICLE VI NO-STRIKE CLAUSE

Section 6.1 No Strike.

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village with normal appeal and hearing rights to the Board of Fire and Police Commissioners

of the Village of Villa Park. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 6.2 No Lock Out.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 6.3 Penalty.

Any officer who violates the provisions of Section 6.1 shall be subject to immediate discipline. Any action taken by the Village against an officer who violates Section 6.1 shall not be considered a violation of this Agreement. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4 Judicial Restraint.

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VII HOLIDAYS

Section 7.1 Holidays

The following are paid holidays for eligible employees:

New Year's Day	Day after Thanksgiving Day
<u>President's Day</u>	Christmas Eve
Memorial Day	Christmas Day
July 4th	2 Floating Holidays
Labor Day	2 Personal Days

Section 7.2 Holiday Pay.

An employee who would be eligible for this benefit, by nature of the assignment, will receive these holidays in the employee's account on or about January 1, each year, to be used similar to vacation days.

Section 7.3 Holidays Worked.

Employees who work on a holiday shall receive eight (8) hours pay for the day and, in addition shall receive another day off, with pay, as their holiday, to be taken upon prior request and approval of the Department.

Section 7.4 Floating Holidays/Personal Days.

Floating holidays and personal days must be taken within the calendar year earned or they are lost except if an employee is incapable of using such days because the employee is off work on worker's compensation disability. Advance approval must be obtained from the Department before a floating holiday or personal day is taken.

ARTICLE VIII VACATIONS

Section 8.1 Eligibility and Allowances.

All employees shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Employees shall start to earn vacation allowance as of their date of hire, but cannot use vacation time until the year after it is earned. Vacation allowances shall be earned yearly, based on the following schedule:

Length of Continuous	Vacation Hours
Service Per Year	

1 year	80 hours
8 years	120 hours
15 years	160 hours
20 years	200 hours

Section 8.2 Vacation Pay.

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on each day of the employee's vacation.

Section 8.3 Scheduling.

Employees shall select vacation by rank and seniority in their rank. Only one (1) supervisor per shift may be on vacation at any one time. On or about January 1st the Chief of Police or the Chief's designee shall post a schedule for vacation selections during the upcoming calendar year. Employees shall schedule at least half of their vacation time. In circumstances where there are an odd number of weeks, the employee shall schedule half plus one (1) week of vacation. Employees may only select two (2) weeks at a time. After all employees have had the opportunity to make their selections, employees may then schedule additional vacation time, utilizing the order listed previously. Employees may not pick more than one week which contains a designated Village holiday (see Section 7.1 for designated Village holidays) during the initial vacation selection. The vacation selections shall be submitted to the Chief of Police or the Chief's designee for approval on or before January 30th, and the selections shall be reviewed and, if necessary, modified by the Chief of Police and a vacation schedule posted on or before February 15th. Thereafter, vacation requests shall be handled on a first requested, first received basis, subject to the overriding scheduling needs of the Village. All vacation days held by an employee after the selection process may be taken in 1/2 day or one (1) full day, or week blocks, with the approval of the Chief of Police or the Chief's designee. If an employee chooses one (1) week blocks of vacation after the initial selection, then the employee shall not be required to pay demand time if a shortage exists. Vacation may not be carried over to the next calendar year and any unused vacation days shall be forfeited without compensation, except an employee incapable of using such days because the employee is off work on extended worker's compensation or extended sick leave, may request approval from the Village Manager to carry over vacation.

Section 8.3 ADDED LANGUAGE EFFECTIVE MAY 1, 2016

When one (1) supervisor of a patrol shift schedules a week block of vacation (defined as Sunday through Saturday) the working supervisor of that shift will not schedule more than two (2) regular off days during this period. When a village designated holiday(s) occurs during a scheduled vacation week, the working supervisor will not schedule their regular day off on the designated holiday(s).

Section 8.4 Calculating Length of Vacation for New Employees and in Year of Severance.

Vacation shall be earned on a pro-rata basis during an employee's first year of promotion and in the employee's year of severance. For example, should an employee be promoted during May then the following January that employee shall have earned 8/12ths of vacation time. The same shall be true of terminating employment. Employees shall earn credit for vacation on a pro-rata basis as per the example above and shall be paid for such unused time upon severance.

Section 8.5 Village Emergency.

In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Village President, Village Manager or the Police Chief, or their designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken. and/or recall any sergeant or lieutenant from vacation in progress.

ARTICLE IX LAYOFF AND RECALL

Section 9.1 Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs, whether in a rank or assignment, are necessary, employees covered by this Agreement will be laid off in accordance with State statute as it may from time to time be amended.

Section 9.2 Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Chief of Police or the Chief's designee of the intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and the responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to timely respond to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled and requires additional training, the Village shall provide that training at the Village's expense.

ARTICLE X SICK LEAVE

Section 10.1 Purpose

Sick leave shall be used for the purpose for which it was intended, that being to provide an employee protection against a full day's loss of pay due to illness of the employee or in the employee's immediate family (defined as spouse, child, parents or parents-in-law). Sick leave may not be converted into any other form of compensation, except upon separation from employment in good standing and as provided below. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor or acting pursuant to reasonable instructions for care. Sick days shall be taken in a minimum of four (4) hour increments.

Section 10.2 Sick Days Earned.

Employees who begin with the Village shall have no sick leave until they have completed one (1) year of service. Upon the completion of one (1) year of service, and for each year thereafter, the employee shall be credited with twelve (12) eight (8) hour sick days which may be used as described below. Sick leave days/hours accrued but unused may be accumulated from year to year.

Section 10.3 Request for Sick Leave.

Employees requesting sick leave must call their supervisor as soon as possible, but not less than one (1) hour prior to the start of the scheduled work day. An employee may be required to substantiate proof of illness where there is reason to suspect sick leave abuse. Where the employee is absent for five (5) or more consecutive days due to illness, the employee must bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work.

Section 10.4 Sick Leave Buy Back.

Upon separation from employment in good standing, all bargaining unit employees shall receive compensation at fifty percent (50%) of the employee's regular hourly rate of pay for all sick days accumulated but not used to a maximum of: one hundred-fifty days (not to exceed 1200 hours) effective May 1, 2010, and effective May 1, 2011 to a maximum of one hundred-sixty days (not to exceed 1280 hours).

ARTICLE XI ADDITIONAL LEAVES OF ABSENCE

Section 11.1 Discretionary Leaves.

The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 11.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the employee's immediate supervisor and it shall be in writing.

Section 11.3 Jury Duty.

An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required to report for jury duty just prior to or immediately following the employee's regular midnight or afternoon shift, he shall have that shift off with pay. An employee shall immediately notify the Police Chief or the Chief's designee if he is required to report for jury duty. ~~If an employee is compensated by the Village for performing jury duty, such employee must sign over to the Village any check received for performance of such jury duty.~~ **To be excused from work without loss of pay for jury duty, an employee is required to provide the Chief or designee proof of service at jury duty, which may include any check received for jury duty or proof of attendance from the court.**

Section 11.4 ~~Funeral Leave.~~ Bereavement Leave

Bargaining unit employees may be granted up to three (3) working days leave with pay in the event of the death of an **employee's immediate family member. Immediate family shall be defined as an employee's spouse, child, stepchild, mother, father, stepparent, son-in-law, daughter-in-law, sister, or brother, parent-in-law, grandparent, grandparent-in-law, grandchild, or person who lives in the employee's household.** ~~One (1) working day will be granted with pay on the day of the funeral to attend the funeral or memorial service of a grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, or member of the employee's immediate family who lives in the employee's household. Such paid leave cannot be~~ **taken more than six (6) months after the date of the funeral death of the employee's immediate family member. Remaining leave time available pursuant to the Illinois Family Bereavement Leave Act and the Child Extended Bereavement Leave Act may be taken as unpaid leave. An employee must notify the employee's immediate supervisor of the need for bereavement leave prior to the start of the absence.**

Section 11.5 Leave for Illness, Injury or Disability.

In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers compensation an employee shall accrue seniority for the first twelve (12) months of leave.

To qualify for such leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or The Chief's designee a physician's written statement showing the nature of the illness or injury or state of disability and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report.

Section 11.6 Benefits While on Leave.

Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have the employee's seniority continued after the period of the leave. Upon the employee's return, the Village will place the employee in the employee's previous job, if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening

in the employee's classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to the employee's seniority except for the leave, the employee shall go directly on layoff

During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

Section 11.7 Non-Employment Elsewhere..

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline.

Section 11.8 Family Leave (New Section). Add as follows:

In the event that the Village provides paid paternity leave, maternity leave, leave upon the adoption of a child, or after a traumatic loss of a pregnancy to non-union employees or another bargaining unit of the Village, then the employees shall be provided the same benefit.

Section 11.9 Waiver of Paid Leave for All Workers Act (New Section). Add as follows:

In consideration of the Village providing vacation, sick, and other paid leave, bargaining unit members hereby waive the paid leave provided by the Paid Leave for All Workers Act (820 ILCS 192/et seq.) and all provisions of said Act.

ARTICLE XII EMPLOYEE WELLNESS AND FITNESS

Section 12.1 Committee to Establish Physical Fitness Requirements.

A committee shall be established consisting of the Police Chief or the Chief's designee, the Human Resources Manager, and two employees for the purposes of establishing physical fitness requirements for employees and establishing the methods of testing and/or enforcement of said requirements.

Employee wellness plans provide a good return for both employers and employees in the form of decreased absenteeism, increased employee productivity and reduced healthcare costs overall.

In order for the Village to develop a culture of wellness, it shall be mandatory for all employees to participate in the Village-sponsored wellness program.

ARTICLE XIII WAGES

Section 13.1 Wages.

Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement as Appendix A.

Section 13.2 Longevity.

After completion of seven consecutive years of service with the Village, and in each year thereafter, employees shall earn and receive an annual longevity bonus of one thousand seven hundred fifty-four dollars (\$1754.00) per year. Longevity payments shall be made by the Village in ~~two~~ **one** installment ~~on a pro-rata basis,~~

one on or about May 1 and the other on or about November 1 of each year. **Eligible employees shall receive the full longevity bonus based on the number of years completed as of April 30 of the current year.**

Section 13.3 Tuition Reimbursement.

The Village may, upon prior request, decide to reimburse a portion of an employee's college tuition costs where the tuition involves course work directly related to work performed by the employee and which have a beneficial relationship to the performance of the employee's duties. In order to be considered for tuition reimbursement, an employee must submit a written request for reimbursement to the Village Manager and receive written approval of the request before taking the course work in question. Thereafter, to obtain payment the employee must submit proper forms, proof of completion, proof of payment and a receipt for all expenses the Village previously agreed to reimburse, as well as a grade report indicating a grade of "C" or better.

Section 13.4 Reimbursement for Expenses.

~~When an employee of the Village is on Village business and shall be required to be outside the Village limits, pursuant to said duty, such as training, pick-up and/or delivery of prisoners, out of state travel on Village business, said employee shall be reimbursed expenses for meals in the following manner: (a) up to a maximum of \$25.00 per full day for meals; (b) if an employee is required to use a personal vehicle, they shall be allowed the IRS rate per mile for travel (c) if any employee is required to utilize overnight lodging, he shall be eligible for reimbursement with a maximum rate of \$50.00 per night. In order for an employee to be eligible for the above reimbursements, including meals, mileage and lodging, the employee shall provide the Village with written receipts for lodging and said employee shall have received previous written approval from the Chief or the Chief's designee before incurring said expenses. The reimbursable expenses shall be paid to the employee on the next scheduled bill listing.~~

The Village Travel and Training Policy, as amended, shall be applicable to the employees.

ARTICLE XIV UNIFORM AND EQUIPMENT ALLOWANCE

Section 14.1 Uniform Allowance.

The Village agrees to establish one (1) payment for the purchase of departmental authorized uniforms and equipment per year. Covered employees will be entitled to a uniform allowance for the purchase of uniform and equipment as set forth below:

May 1, 2025 \$1,000.00

Any employee who leaves the department shall return all uniform or equipment items purchased by the department within the last five (5) years upon separation, and the employee's final paycheck may be deducted by the cost of missing items or items in need of repair. This provision applies to officers who were hired on or after March 1, 2014 up until and including the date this May 1, 2025 through April 30, 2028 agreement is signed by both parties.

The Village further agrees to replace bulletproof vests for all officers after five (5) years of use, or upon reaching expiration of the useful life of the vests and or vest covers, where manufacturers recommendations and independent research demonstrate a useful life in excess of five (5) years, whichever is later.

Effective May 1, 2016, covered employees will be entitled to an annual uniform allowance of one thousand dollars (\$1,000.00) for purchase of uniform and equipment. Uniform or equipment items destroyed or damaged in the line of duty may be replaced by the Village without cost to the employee or deduction from the employee's uniform allowance amount. Uniform allowance payments shall be made retroactively, within thirty (30) days of

~~the execution of this Agreement by both parties, for all employees employed on the date this Agreement is executed by both parties or the issuance of an interest arbitration award, whichever is sooner.~~

Section 14.2 Retirement or Separation from Service.

If an employee elects to retire or separate from service during the fiscal year, their uniform allowance will be pro-rated accordingly. If the allowance has been paid prior to retirement or separation, the employee shall reimburse the Village the appropriate pro rata amount either by cash payment or by deduction from their last paycheck. Proration shall be based upon the number of days from beginning of the fiscal year until the end of the fiscal year,

ARTICLE XV INSURANCE

Section 15.1 Insurance Benefits.

The Village shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance coverage and benefits and dental benefits as existed prior to the signing of this Agreement. Further, the Village shall make available to employees who retire during the life of this Agreement, and who at the time of retirement were covered by Village insurance, individual and dependent coverage (if the dependent was covered when the employee retired) at group rates, with such premiums to be paid by the retired employee, for the life of this Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure or to adopt a health maintenance organization or Preferred Provider Organization plan for the provision of, health care benefits, so long as the new coverage and benefits are reasonably similar to those which predated this Agreement.

In recognition of the desirability of maintaining a uniform health insurance policy or plan Village-wide with respect to employee insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications, or improvements with respect to any of the health insurance benefits (including cost sharing and cost containment changes) that are applicable to all other eligible full-time Village employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other eligible full-time Village employees.

Section 15.2 Insurance Cost.

Employee contributions for insurance premiums shall be as follows, absent any changes applicable to all other eligible full-time Village employees that would likewise apply to bargaining unit employees pursuant to the amendment to Section 15.1 noted above:

HMO	
Year	%Contribution
5/1/2022-25	18%
5/1/2023-26	18%
5/1/2024-27	18%

PPO	
Year	%Contribution
5/1/2022-25	18%
5/1/2023-26	18%
5/1/2024-27	18%

The percentage contribution will be effective the first payroll following approval of this agreement by both parties.

Section 15.3 Cost Containment.

The Village strictly reserves its rights to institute cost containment provisions similar to those applicable to most other Village employees. Examples of such cost containment provisions include, but are not limited to, the following:

- (a) Hospitalization must be pre-approved for non-emergency purposes or health benefits may be reduced;
- (b) Authorization for emergency admission must be obtained within 48 hours of the admission or benefits may be reduced;
- (c) Hospital benefits shall be paid only for the approved number of extended confinement days, unless other authority has been obtained;
- (d) The Village may require mandatory second opinions for elective surgery, preadmission and continued admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 15.4 Insurance Meetings.

The Village and the Union agree to meet up to twice each year, upon written request of either party, to discuss insurance levels, costs and/or coverage issues. Such meetings shall be of reasonable length and shall not be considered time worked for employee compensation purposes.

Section 15.5 Life Insurance.

The Village shall provide, at no cost to the employee, life insurance coverage-equal to their current annual wages, excluding overtime and longevity.

Section 15.6 Tobacco Use-

A tobacco free environment helps create a safe and healthy workplace. Smoking and secondhand smoke are known to cause serious lung diseases. No use of tobacco products including cigarettes and "spit tobacco" or e-cigarettes is permitted while on duty and employed, at any time. The section shall not apply to the use of a prescribed or over-the-counter smoking cessation aid used to control nicotine withdrawal symptoms associated with quitting smoking.

Section 15.7 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier (s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure to be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, Village employee. or beneficiary of any Village employee.

Section 15.8 Retiree Insurance.

The Village and the Union have agreed that the Village shall provide sworn police officers who were employed on May 28, 1992, a supplemental insurance payment of \$125.00 per month under certain specific conditions and none other. NOW, THEREFORE, it is agreed that: Each eligible employee listed on Appendix B who is employed by the Village on May 28, 1992, shall be entitled to receive a \$125.00 per month supplemental payment upon the employee's retirement, other than for disability, after attaining both age fifty (5) with at least twenty (20) years of creditable service as a sworn police officer with the Villa Park Police Department.

- (1) The \$125.00 per month supplemental payment shall be paid until the earlier of the eligible employee's attainment of age 65 or death.
- (2) The \$125.00 per month supplemental payment shall only be paid for each month that the eligible employee is receiving a pension from the Villa Park Fire and Police Pension Fund for retirement, other than for disability.

(3) If the eligible employee is a participant in the Village offered medical coverage the \$125.00 per month supplemental payment shall be used to offset the amount the eligible employee would otherwise be required to pay for the medical coverage premium.

(4) If the eligible employee is not a participant in the medical plan that the Village offers its employees, the \$125.00 supplemental payment shall be paid to the eligible employee in cash less withholding of applicable taxes.

(5) This Agreement shall terminate when all of the eligible employees listed on Appendix B have terminated employment, died, or attained age 65, whichever is the last to occur.

Section 15.9 Section 125 Plan.

The Village will implement an IRC Section 125 Plan whereby employees will be able to pay the employee premium contributions for Village-provided health, dental and vision insurance with pre-tax earnings. The Village will maintain the IRC Section 125 Plan in effect as long as it continues to be permitted under substantially similar regulations and conditions which were in effect on the effective date of this Agreement.

ARTICLE XVI OUTSIDE EMPLOYMENT

Section 16.1 Outside Employment.

Employees shall be subject to the Police Department Policy Manual on outside employment as it may from time to time be amended.

ARTICLE XVII EMPLOYEE STATUTORY RIGHTS

Section 17.1 Personnel Files.

The Village agrees to abide by the lawful requirements of the "Access To Personnel Records **Review** Act," 820 FLCS 40/1et sect, of the Illinois Compiled Statutes.

Section 17.2 Military Leave.

Military leave shall be granted in accordance with applicable law.

Section 17.3 Access to Grievance Procedure.

The parties agree that an alleged violation of Sections 17.1 and 17.2 of this Article may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the Union.

ARTICLE XVIII MISCELLANEOUS PROVISIONS

Section 18.1 Ratification and Amendment.

This Agreement shall become effective when ratified by the Village Board and the Union and signed by authorized representative thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.2 Animal Calls.

Except in extenuating circumstances, sergeants and lieutenants shall not be required to apprehend or transport animals when there is a Community Service officer available to perform the task.

Section 18.3 No Solicitation.

The Union agrees that no bargaining unit employee will, either directly or indirectly, solicit any person or entity for contributions on behalf of the Union, Villa Park Police Department and the Village of Villa Park.

Section 18.4 Drug and Alcohol.

Employees shall be subject to drug and alcohol testing in accordance with the Police Department Policy Manual as it may from time to time be amended.

ARTICLE XIX FIRE AND POLICE COMMISSION

Section 19.1 Fire and Police Commission Authority Not Diminished.

The parties recognize that the Village of Villa Park Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish any such authority.

ARTICLE XX SAVINGS CLAUSE

Section 20.1 Savings Clause.

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specifically specified in the board, court, or agency decision; and upon issuance of such a decision, the Village and the Union agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXI ENTIRE AGREEMENT

Section 21.1 Entire Agreement.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and, cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article U. The parties acknowledge that during the negotiations, which, resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining during the term of this Agreement.

ARTICLE XXII TERMINATION

Section 22.1 Termination ~~in 2025~~

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, ~~2025~~. **2028**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy (70) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Executed this ____ day of _____ 2022**25** after receiving official approval by the President and Board of Trustees and ratification by the Union's members

VILLAGE OF VILLA PARK

ILLINOIS FOP LABOR COUNCIL

ILLINOIS FOP LABOR COUNCIL

APPENDIX A Wages
Employee Wage Percentage Increases

1. **Appendix A - Wages.** Amend as follows:

Employee Wage Percentage Increases
May 01, 2025- 3.25% COLA plus equity adjustment set forth below
May 01, 2026 – 5.50% (3.25% COLA plus equity adjustment of 2.25%)
May 01, 2027 -3.50%

SERGEANTS

Annual:

	Current	5/1/2025 3.25% COLA plus equity adjustment 3.75%	5/1/2026 5.5% (3.25% COLA plus equity adjustment of 2.25%)	5/1/2027 3.5%
Step 1 (at promotion)	\$111,240.74	\$121,252.41		
Step 2 (after 1 year)	\$124,040.20	\$132,102.81	\$139,368.47	\$ 144,246.36
Step 3 (after 2 years)	\$128,309.49	\$136,970.38	\$144,503.75	\$ 149,561.38
Step 4 (after 3 years)	\$132,606.50	\$141,888.95	\$149,692.84	\$ 154,932.08

Hourly:

	Current	5/1/2025 3.25% COLA plus equity adjustment	5/1/2026 5.5% (3.25% COLA plus equity adjustment of 2.25%)	5/1/2027 3.5%
Step 1 (at promotion)	\$53.4811	\$58.2944		
Step 2 (after 1 year)	\$59.6347	\$63.5110	\$67.0041	\$69.3492
Step 3 (after 2 years)	\$61.6873	\$65.8511	\$69.4730	\$71.9045
Step 4 (after 3 years)	\$63.7531	\$68.2158	\$71.9677	\$74.4865

A Sergeant at Step 1 on April 30, 2026 shall advance to Step 3 on May 1, 2026.
A Sergeant at Step 2 on April 30, 2026 shall advance to Step 4 on May 1, 2026.

APPENDIX B Retiree Insurance

1353 KING/MICHAEL J.	SERGEANT S4	10.20.09.***	27-Dec 64
1355MARTINSON/KENNETH R.	SERGEANT S4	10.20.09.***	04-Mar-66
1352JOHANSEN/LANCE M.	SERGEANT S4	10.20.09.***	15-Aug-66
1352HALL JR/NORMAN R.	SERGEANT S4	10.20.09.***	18-Mar-71
1324SUBJECT/ANDREW D	SERGEANT S2	10.20.09.***	02-June-72
1305DEFILIPPIS/BENJAMIN J	SERGEANT S1	10.20.09.***	31-May-77
1320NORTH/RALPH F.	PATROLMAN P6	10.20.09.***	01-Jun-62
1323SITLLWELL, JR/ARTHUR H	PATROLMAN P6	10.20.09.***	01-May-70
1326WENSHUTONIS/THOMAS E.	PATROLMAN P6	10.20.09.***	15-Jan-73
1304DEEVEY/ROBERT M.	PATROLMAN P6	10.20.08.***	26-Aug-74
1306SCHROEDER/SCOTT G...	PATROLMAN P6	10.20.08.***	31-Mar-77
1311ESPOSITO/GENARO J	PATROLMAN P6	10.20.09.***	14-Aug-78
1316HUMPHRIS/JACK	PATROLMAN P6	10.20.09.***	05-Jan-81
1321OROWSKUIA/JAMES J	PATROLMAN P6	10.20.09.***	05-Jan-81
1325SZKOLKA/JOHN M	PATROLMAN P6	10.20.09.***	22-Sep-81
1317JOHNSON/MARK W.	PATROLMAN P6	10.20.09.***	28-Sep-21
1312FISHER/RAYMOND R.	PATROLMAN P6	10.20.09.***	05-Apr-82
1328ZORICH/EDWARD@RD W.	PATROLMAN P6	10.20.08.***	12-Sep-83
1308BUDIG/ROBERT H.	PATROLMAN P6	10.20.09.***	07-Oct-85
1318JOHNSON/TYSON A.	PATROLMAN P6	10.20.09.***	06-Apr-87
1327WHITAKER/DAVID L.	PATROLMAN P6	10.20.09.***	06-Apr-87
1307BERNARDO/JAMES A.	PATROLMAN P5	10.20.09.***	6-Jul-87
1314HARVEY/ROBERT A.	PATROLMAN P5	10.20.09.***	06-Jul-87
1319MCNAMARAVJP-YES J.	PATROLMAN P5	10.20.09.***	04-Jan-88
1322SHERRY/JAMES A.	PATROLMAN P5	**.09.***	11-Apr-88
1315SHEIDELMEIER JR/JOHN G.	PATROLMAN P4	10.20.09.***	10-Oct-88
1521SUBJECT/DAVID G	PATROLMAN P2	10.20.09.***	22-Oct-90
1540LAY/MICHAEL A	PATROLMAN P2	10.20.09.101	07-Jan-91
1704BREGMAN/MARC S	PATROLMAN P1	10.20.09.***	08-Jul-91
1726CICERO/GREGORY T	PATROLMAN P1	10.20.09.***	30-Sep-91
1736GUY/LARRY R	PATROLMAN P1	10.20.09.101	14-Oct-91

APPENDIX CDUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, (please print name) _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I hereby authorize my Employer, _____ (insert Employer's name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Cell Phone Number: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____ Today's Date: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX D - GRIEVANCE FORM

(use additional sheets where necessary)

Lodge/Unit No.:

Year:

Grievance No.:



Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts: _____

Remedy Sought: _____, and any other appropriate remedies.

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

Lodge/Unit No.:

Year:

Grievance No.:

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative

SignaturePosition

Person to Whom Response Given

Date





MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: June 9, 2025

SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 01 to the Contract with Superior Road Striping, Inc., dba High Star Traffic, of Bartlett, Illinois, for the 2024 Pavement Marking Program for a Net Deduction in the Amount of \$13,568.73.

RECOMMENDED ACTION:

The Village has a contract with Superior Road Striping, Inc. dba High Star Traffic, of Bartlett, Illinois, in the amount of \$85,461.25 for the 2024 Pavement Marking Program. Proposed final Change Order Number 01 consists of the final balancing of contract quantities as measured in the field. The net amount of the proposed final Change Order Number 01 is a deduction in the amount of \$13,568.73, for an adjusted contract amount of \$71,892.52. Staff recommends approval of this change order.

BACKGROUND:

The 2024 Pavement Marking Program consists of refreshing pavement markings on various Village streets to enhance the safety of motorized traffic. The village had previously approved a contract for this program with Superior Road Striping, Inc. dba High Star Traffic, of Bartlett, Illinois, in the amount of \$85,461.25. The project has now been completed and all final quantities have been measured and agreed upon, resulting in a net deduction to the contract of \$13,568.73.

The Village utilized the Suburban Purchasing Cooperative Thermoplastic Lane Marking Material & Labor (contract #229) awarded to High Star Traffic dba Superior Road Striping, Inc.

DISCUSSION:

The 2024 Pavement Marking Program is budgeted as part of the annual street maintenance program in Fund 60 Street Improvement.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING FINAL CHANGE ORDER NUMBER 01 TO THE CONTRACT WITH
SUPERIOR ROAD STRIPING, INC., DBA HIGH STAR TRAFFIC, OF BARTLETT,
ILLINOIS, FOR CONSTRUCTION OF THE 2024 PAVEMENT MARKING PROGRAM
FOR A NET DEDUCTION IN THE AMOUNT OF \$13,568.73**

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

WHEREAS, the Village had approved a contract in the amount of \$85,461.25 with Superior Road Striping, Inc., dba High Star Traffic, of Bartlett, Illinois, for a project commonly known as the 2024 Pavement Marking Program which contract amount requires a decrease from the original contract amount due to differences from estimated quantities to field measurements of pay items to complete the project resulting in a change order for a deduction in an amount of Thirteen Thousand Five Hundred Sixty-Eight and 73/100 Dollars (\$13,568.73); and

WHEREAS, change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order Number 01 (Final) attached hereto and made a part hereof.

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

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

Section 2: The Village hereby finds and declares that the final Change Order Number 01 to the 2024 Pavement Marking Program contract with Superior Road Striping, Inc. dba High Star Traffic, with total additions of One Thousand Fifty-One and 50/100 Dollars (\$1,051.50) and total deductions of Fourteen Thousand Six Hundred Twenty and 24/100 Dollars (\$14,620.24) for a net deduction of Thirteen Thousand Five Hundred Sixty-Eight and 73/100 Dollars (\$13,568.73), attached hereto as Exhibit A and made a part hereof, is required by circumstances not reasonably

Resolution No. _____

foreseeable at the time the contract was signed and is in the best interest of the Village.

Section 3: The corporate authorities find that the Change Order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of the subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the 2024 Pavement Marking Program which shall be open to the public.

Section 6: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2025 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Approved this _____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Resolution No. _____

EXHIBIT A

Change Order Number 01 (Final)

Resolution No. _____

Village of Villa Park						
Change Order Number					01 (Final)	
Project:		2024 Pavement Marking Program				
Contractor:		Superior Road Striping, Inc dba High Star Traffic				
Date of Contract Time Start:		09/09/2024				
Awarded Contract Amount:		\$85,461.25				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	THERMOPLASTIC PAVEMENT MARKING LETTER & SYMBOLS	SF	1,803.00	1,509.40	\$ 4.75	\$ (1,394.60)
02	THERMOPLASTIC PAVEMENT MARKING - 4" LINE	FT	35,606.00	32,976.00	\$ 0.70	\$ (1,841.00)
03	THERMOPLASTIC PAVEMENT MARKING - 6" LINE	FT	10,546.00	8,427.00	\$ 0.90	\$ (1,907.10)
04	THERMOPLASTIC PAVEMENT MARKING - 12" LINE	FT	4,302.00	4,581.00	\$ 2.00	\$ 558.00
05	THERMOPLASTIC PAVEMENT MARKING - 24" LINE	FT	1,862.00	1,680.00	\$ 4.75	\$ (864.50)
06	THERMOPLASTIC MARKING REMOVAL	SF	26,474.00	19,123.90	\$ 0.35	\$ (2,572.54)
07	URETHANE PAVEMENT MARKING LETTER & SYMBOLS	SF	866.00	377.20	\$ 5.00	\$ (2,444.00)
08	URETHANE PAVEMENT MARKING - 4" LINE	FT	3,112.00	2,930.00	\$ 0.65	\$ (118.30)
09	URETHANE PAVEMENT MARKING - 6" LINE	FT	4,341.00	3,551.00	\$ 1.00	\$ (790.00)
10	URETHANE PAVEMENT MARKING - 12" LINE	FT	466.00	285.00	\$ 2.00	\$ (362.00)
11	URETHANE PAVEMENT MARKING - 24" LINE	FT	448.00	363.00	\$ 5.00	\$ (425.00)
12	PAVEMENT MARKING REMOVAL - GRINDING	SF	5,432.00	0.00	\$ 0.35	\$ (1,901.20)
X13	URETHANE PAVEMENT MARKING - 8" LINE	FT	0.00	329.00	\$ 1.50	\$ 493.50
TOTAL ADDITIONS					\$	1,051.50
TOTAL DEDUCTIONS					\$	(14,620.24)
TOTAL CHANGE ORDER AMOUNT					\$	(13,568.73)
REASON FOR CHANGE ORDER:						
This final Change Order #1 consists of the balancing of contract quantities as measured in the field.						
CONTRACT AMOUNT			CONTRACT TIME (CALENDAR DAYS)			
				SUBSTANTIAL COMPLETION	FINAL COMPLETION	
AWARDED CONTRACT AMOUNT			\$ 85,461.25	ORIGINAL	N/A	N/A
PREVIOUS CHANGE ORDERS (+/-)			\$ -	PREVIOUS C.O.'S (+/-)	0	0
THIS CHANGE ORDER (+/-)			\$ (13,568.73)	THIS C.O. (+/-)	0	0
TOTAL CHANGE ORDERS (+/-)			\$ (13,568.73)	REVISED	0	0
ADJUSTED CONTRACT AMOUNT			\$ 71,892.52	ORIG. COMPLETION DATE	N/A	N/A
				REV. COMPLETION DATE	N/A	N/A
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.						

Superior Road Striping, Inc dba High Star Traffic
 CONTRACTOR

Village of Villa Park
 ENGINEER

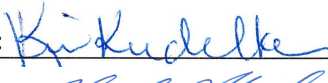
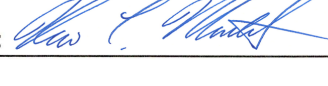
Village of Villa Park
 OWNER

BY: K. Kudelke 5/23/25
 DATE

BY: [Signature] 05-23-2025
 DATE

BY: _____
 DATE

Village of Villa Park							
Change Order Number				01 (Final)			
Project:		2024 Pavement Marking Program					
Contractor:		Superior Road Striping, Inc dba High Star Traffic					
Date of Contract Time Start:		09/09/2024					
Awarded Contract Amount:		\$85,461.25					
Changes Ordered Herewith:							
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE	
01	THERMOPLASTIC PAVEMENT MARKING LETTER & SYMBOLS	SF	1,803.00	1,509.40	\$ 4.75	\$ (1,394.60)	
02	THERMOPLASTIC PAVEMENT MARKING - 4" LINE	FT	35,606.00	32,976.00	\$ 0.70	\$ (1,841.00)	
03	THERMOPLASTIC PAVEMENT MARKING - 6" LINE	FT	10,546.00	8,427.00	\$ 0.90	\$ (1,907.10)	
04	THERMOPLASTIC PAVEMENT MARKING - 12" LINE	FT	4,302.00	4,581.00	\$ 2.00	\$ 558.00	
05	THERMOPLASTIC PAVEMENT MARKING - 24" LINE	FT	1,862.00	1,680.00	\$ 4.75	\$ (864.50)	
06	THERMOPLASTIC MARKING REMOVAL	SF	26,474.00	19,123.90	\$ 0.35	\$ (2,572.54)	
07	URETHANE PAVEMENT MARKING LETTER & SYMBOLS	SF	866.00	377.20	\$ 5.00	\$ (2,444.00)	
08	URETHANE PAVEMENT MARKING - 4" LINE	FT	3,112.00	2,930.00	\$ 0.65	\$ (118.30)	
09	URETHANE PAVEMENT MARKING - 6" LINE	FT	4,341.00	3,551.00	\$ 1.00	\$ (790.00)	
10	URETHANE PAVEMENT MARKING - 12" LINE	FT	466.00	285.00	\$ 2.00	\$ (362.00)	
11	URETHANE PAVEMENT MARKING - 24" LINE	FT	448.00	363.00	\$ 5.00	\$ (425.00)	
12	PAVEMENT MARKING REMOVAL - GRINDING	SF	5,432.00	0.00	\$ 0.35	\$ (1,901.20)	
X13	URETHANE PAVEMENT MARKING - 8" LINE	FT	0.00	329.00	\$ 1.50	\$ 493.50	
TOTAL ADDITIONS					\$	1,051.50	
TOTAL DEDUCTIONS					\$	(14,620.24)	
TOTAL CHANGE ORDER AMOUNT					\$	(13,568.73)	
REASON FOR CHANGE ORDER:							
This final Change Order #1 consists of the balancing of contract quantities as measured in the field.							
CONTRACT AMOUNT				CONTRACT TIME (CALENDAR DAYS)			
					SUBSTANTIAL COMPLETION	FINAL COMPLETION	
AWARDED CONTRACT AMOUNT		\$	85,461.25	ORIGINAL	N/A	N/A	
PREVIOUS CHANGE ORDERS (+/-)		\$	-	PREVIOUS C.O.'S (+/-)	0	0	
THIS CHANGE ORDER (+/-)		\$	(13,568.73)	THIS C.O. (+/-)	0	0	
TOTAL CHANGE ORDERS (+/-)		\$	(13,568.73)	REVISED	0	0	
ADJUSTED CONTRACT AMOUNT		\$	71,892.52	ORIG. COMPLETION DATE	N/A	N/A	
				REV. COMPLETION DATE	N/A	N/A	
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.							

Superior Road Striping, Inc dba High Star Traffic	BY: 	
CONTRACTOR		DATE
Village of Villa Park	BY: 	05-23-2025
ENGINEER		DATE
Village of Villa Park	BY:	
OWNER		DATE



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: June 9, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with SKC Construction, Inc., of West Dundee, Illinois, for 2025 Crack Seal and Seal Coating Services in an Amount Not to Exceed \$55,200.

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute a contract with SKC Construction, Inc. for the 2025 Crack Seal and Seal Coat Services. Inc. The project was a joint bid with several DuPage County municipalities in which the Village of Woodridge publicly advertised and competitively bid, with a bid opening held on February 18th, 2025. The villages received two bids, with the lowest responsible bid submitted by SKC Construction, Inc., of West Dundee, Illinois, in the amount of \$55,200 for the Village of Villa Park portion. Staff recommends approval of a resolution to award a contract to SKC Construction, Inc. for the 2025 Crack Seal and Seal Coating Services to crack seal various roadways in the Village.

BACKGROUND:

The Village joined the Village of Woodridge's 2025 crack filling and seal coating bid with several other municipalities, including Burr Ridge, Derian, Downers Grove, DuPage County, Elmhurst, Hanover Park, Lombard, Wheaton, and Wood Dale. The Village of Woodridge conducted the bid in February 2025 with SKC Construction, Inc. being the low bidder. Each community enters into separate contracts with SKC Construction for the work in their respective villages.

DISCUSSION:

The Village has not performed crack sealing for several years as the focus has been on resurfacing and rebuilding roadways. Crack sealing is recommended for roadways that are 5–10 years in age as that is the time when small cracks start to appear. The Village has identified several roadways in the Village that would benefit from crack sealing which will be incorporated into this contract. The Village has programed \$50,000 in the 2025 Budget Fund 60 Street Improvement for crack sealing, making the low bid within the acceptable range to approve.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPROVING A CONTRACT WITH SKC CONSTRUCTION, INC., OF
WEST DUNDEE, ILLINOIS, FOR THE 2025 CRACK SEALING AND SEAL COAT
SERVICES IN AN AMOUNT OF \$55,200.00**

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

WHEREAS, it is the opinion of a majority of the corporate authorities of the Village, that it is advisable, necessary and in the public interest that the Village construct certain road preservation improvements known as the 2025 Crack Sealing and Seal Coat Services; and

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

WHEREAS, the Villages of Burr Ridge, Darien, Downers Grove, DuPage County, Elmhurst, Hanover Park, Lombard, Villa Park, Wheaton, Wood Dale, and Woodridge (the “Municipalities”) issued a call for bids, Bid Number 2025-01, for crack sealing and seal coat services which, pursuant to Paragraph 27, the terms of the successful bid are offered pursuant to the Governmental Joint Purchasing Act for other municipalities to separately contract with the successful bidder; and

WHEREAS, the majority of the corporate authorities of the Village have determined that it is in the best interests of the Village to enter into an agreement with SKC Construction for the crack sealing of various roadways for the 2025 Crack Sealing and Seal Coat Services in the amount of Fifty-Five Thousand Two Hundred and 00/100 Dollars (\$55,200.00).

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

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village award a contract for the Project to SKC Construction at the prices set forth under the joint bid, Bid Number 2025-01, subject to the furnishing of the proper bonds and insurance.

Section 3: That the *Agreement between the Village of Villa Park, Illinois and SKC Construction, Inc., for crack sealing of various roadways for the 2025 Crack Sealing and Seal Coat Services* attached hereto as Exhibit “A”, be and the same is hereby approved in substantially the form as attached, and the Village President is hereby authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 4: The general prevailing rate of wages in DuPage County, Illinois, for each

Resolution No.: _____

craft or type of worker or mechanic needed to execute the agreement or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work. In addition, SKC Construction must comply with all rules and regulations of the Illinois Department of Transportation.

Section 5: That this resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this ____ day of _____ 2025, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this ____ day of _____ 2025.

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2025.

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

Resolution No.: _____

EXHIBIT A

Agreement between the Village of Villa Park, Illinois and SKC Construction, Inc., for the crack sealing of various roadways for the 2025 Crack Sealing and Seal Coat Services

Submitted Bid - Denier, Inc.						ESTIMATED QUANTITY BY MUNICIPALITY																						
						Burr Ridge 2025		Darien 2025		Downers Grove 2025		DuPage County 2025		Elmhurst 2025		Hanover Park 2025		Lombard 2025		Villa Park 2025		Wheaton 2025		Wood Dale 2025		Woodridge 2025		
Item No.	Items	Unit	Total Quantity	Unit Price	Total Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost			
A	CRACK SEALING ASPHALT PAVEMENT	POUND	83000	\$ 1.63	\$ 135,290.00	\$ -		23000	\$ 37,490.00	\$ -		\$ -	5000	\$ 8,150.00	\$ -		\$ -	\$ -		\$ -	24000	\$39,120.00	7000	\$11,410.00	24000	\$ 39,120.00	\$ 41,076.00	\$ 43,129.80
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	2500	\$ 2.96	\$ 7,400.00	\$ -		\$ -		\$ -		\$ -		\$ -		2500	\$ 7,400.00	\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	323500	\$ 1.50	\$485,250.00	41000	\$61,500.00	55000	\$ 82,500.00	30000	\$ 45,000.00	19000	\$28,500.00	\$ -	27500	\$41,250.00	62000	\$ 93,000.00	40000	\$60,000.00	10000	\$15,000.00	10000	\$15,000.00	29000	\$ 43,500.00	\$ 45,675.00	\$ 47,958.75
D	SEAL COAT BIKE PATH	SQ YD	15100	\$ 1.20	\$ 18,120.00	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	15100	\$ 18,120.00	\$ 19,026.00	\$ 19,977.30		
E	SEAL COAT PARKING LOT	SQ YD	77500	\$ 1.30	\$100,750.00	\$ -		\$ -	17500	\$ 22,750.00	\$ -		27000	\$35,100.00	\$ -		\$ -		\$ -	28000	\$36,400.00	5000	\$ 6,500.00	\$ -	\$ -	\$ -	\$ -	
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	37200	\$ 0.47	\$ 17,484.00	\$ -		\$ -	9200	\$ 4,324.00	\$ -		14000	\$ 6,580.00	\$ -		\$ -		\$ -	14000	\$ 6,580.00	\$ -		\$ -	\$ -	\$ -	\$ -	
G	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	\$ 3.17	\$ 190.20	\$ -		\$ -	60	\$ 190.20	\$ -		\$ -	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
H	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	960	\$ 2.45	\$ 2,352.00	\$ -		\$ -	60	\$ 147.00	\$ -		400	\$ 980.00	\$ -		\$ -		\$ -	500	\$ 1,225.00	\$ -		\$ -	\$ -	\$ -	\$ -	
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	\$500.00	\$ 500.00	\$ -		\$ -	\$ -	1	\$ 500.00	\$ -		\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	POUND	12000	\$ 2.40	\$ 28,800.00	\$ -		\$ -	12000	\$ 28,800.00	\$ -		\$ -	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
					\$ 796,136.20	\$61,500.00	\$119,990.00	\$101,211.20	\$29,000.00	\$50,810.00	\$41,250.00	\$100,400.00	\$60,000.00	\$98,325.00	\$32,910.00	\$100,740.00	\$105,777.00	\$111,065.85										
					\$ 796,136.20																\$105,777.00	\$111,065.85						

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
SKC CONSTRUCTION, INC.
for crack sealing of various roadways
FOR THE 2025 CRACK SEALING AND SEAL COAT SERVICES

THIS AGREEMENT is made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and SKC CONSTRUCTION of West Dundee, Illinois, hereinafter referred to as the “CONTRACTOR,” to provide labor and materials for the application of 40,000 pounds of fiber-asphalt crack sealing asphalt pavement on various roadways in the VILLAGE (the “Project”).

1. The WORK provided by the CONTRACTOR shall include all materials, equipment and labor necessary to complete the Project. The scope of work shall include:

1. The application of fiber-asphalt crack sealing asphalt pavement;

and as set forth in the SKC Construction, Inc. Bid Number 2025-01 for the 2025 Crack Sealing and Seal Coat Services, dated February 18, 2025, attached hereto and incorporated herein as Exhibit “A”.

2. The CONTRACTOR shall provide all labor, equipment, machinery, tools, supervision and insurance necessary to complete the WORK.

3. The CONTRACTOR shall commence the WORK under this AGREEMENT after the issuance of a notice to proceed by the Village. The Contractor shall complete the Project within forty-five (45) calendar days after the issuance the notice to proceed.

4. The VILLAGE, for and in consideration of the completion of the WORK enumerated herein, shall pay the CONTRACTOR the amount of Fifty-Five Thousand Two Hundred and 00/100 Dollars (\$55,200.00). Payments shall be made to the CONTRACTOR in the following manner:

- A. Payments for completion of the WORK shall be due and payable to the CONTRACTOR within thirty (30) days of receipt of an invoice from the CONTRACTOR and the approval thereof by the VILLAGE.
- B. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. The CONTRACTOR shall familiarize itself with all local conditions affecting the WORK. During the progress of the WORK, if latent physical conditions are

encountered at the site of the WORK differing materially from those indicated in the AGREEMENT, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the WORK provided for in the AGREEMENT are encountered at the site, the CONTRACTOR shall promptly notify the Village Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Village Manager will investigate the conditions, and if he determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any WORK under the AGREEMENT, an adjustment, excluding loss of anticipated profits, will be made and the AGREEMENT modified in writing accordingly. The Village Manager will notify the CONTRACTOR of his determination whether or not an adjustment of the AGREEMENT is warranted. No adjustment which results in a benefit to the CONTRACTOR will be allowed unless the CONTRACTOR has provided the required written notice. No adjustment will be allowed for any effects caused on unchanged work.

6. The CONTRACTOR will perform the WORK under this AGREEMENT in accordance with generally accepted and currently recognized practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area.

7. The CONTRACTOR shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance

The CONTRACTOR shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance of \$1,000,000 and Employers' Liability limits of \$1,000,000 per accident.
- (5) Umbrella Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$10,000,000 per person, per aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The CONTRACTOR'S insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The CONTRACTOR'S insurance shall contain a severability of interests' clause or language stating that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the CONTRACTOR shall be required to name the VILLAGE, its officials, agents, employees and volunteers as additional insureds.
- (f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

E. Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the VILLAGE its officials, agents, employees and volunteers for losses arising from work performed by CONTRACTOR.

F. Verification of Coverage:

The CONTRACTOR shall furnish the VILLAGE with certificates of insurance naming the VILLAGE, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the VILLAGE and are to be received and

approved by the member before any WORK commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The VILLAGE reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subcontractors:

The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability:

The CONTRACTOR assumes liability for all injury to or death of any person or persons including employees of the CONTRACTOR, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this AGREEMENT.

8. To the fullest extent permitted by law, the CONTRACTOR shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the CONTRACTOR arising or in consequence of the performance of the WORK by the CONTRACTOR. The CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE, its officials, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the VILLAGE, its officials, agents, employees and volunteers, due to the negligent or willful act or omission of the CONTRACTOR arising from or in consequence of the performance of the WORK by the CONTRACTOR. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith; and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the CONTRACTOR to indemnify the VILLAGE, its officials, agents, employees and volunteers, for their own negligent acts or omissions. The VILLAGE'S participation in its defense shall not remove the CONTRACTOR'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

9. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify,

keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

10. Before leaving the work area, all areas disturbed or occupied by the CONTRACTOR in connection with the WORK shall be cleaned.

11. It is the responsibility of the CONTRACTOR to familiarize itself and comply with the contents of the OSHA, codes and ordinances adopted by and in effect by Federal, State, County, the VILLAGE, and any other governmental agencies at any level having jurisdiction over this area and this type of work. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the CONTRACTOR. Any additional costs resulting from compliance with these codes and ordinances shall be considered incidental to and part of this AGREEMENT. The CONTRACTOR shall represent and warrant that it and all of its subcontractors will comply with all applicable local, state and federal laws and requirements concerning equal opportunities, including but not limited to the Illinois Human Rights Act. The CONTRACTOR shall be responsible for resolving any conflicts with employees that arise from the enforcement of these laws.

12. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or contracting time schedule adjustments, and the CONTRACTOR and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes. The VILLAGE will not accept any change orders based on the Contractor's failure to recognize unique reconditions.

13. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the CONTRACTOR. No part of the WORK herein specified shall be assigned without the written consent of the VILLAGE, and in no case shall such consent relieve the CONTRACTOR or its surety from the obligations herein entered into by the same, or change the terms of this AGREEMENT.

14. The CONTRACTOR is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONTRACTOR shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR.

15. Written notices between the VILLAGE and the CONTRACTOR shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

A. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue

Villa Park, Illinois 60181
Attn: Mr. Michael Rivas, Village Manager

If to the CONTRACTOR:

SKC CONSTRUCTION, INC.
P.O. Box 503
West Dundee, Illinois 60118
Attn: Mr. Jeffrey K. Bergquist, President

- B.** Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be sent only to the addresses described in this paragraph.

16. The VILLAGE shall have the right to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONTRACTOR.

17. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the CONTRACTOR.

18. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

19. 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.

20. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

21. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

22. All wages paid by the CONTRACTOR shall be in compliance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order,

or ruling shall govern. The prevailing wage rates for DuPage County posted on May 19, 2025, as attached hereto as Exhibit “B” and made a part hereof. If the Illinois Department of Labor revises the wage rates, the revised rate shall apply to this AGREEMENT and the CONTRACTOR will not be allowed additional compensation on account of said revisions. The CONTRACTOR shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. No additional notice of a change in wage rates is required. The CONTRACTOR shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

The CONTRACTOR and each subcontractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics and other workers employed by them on the project; the records shall include each worker’s name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day and the starting and ending times of work each day.

The CONTRACTOR and each subcontractor shall submit, no later than the 15th day of each calendar month, a certified payroll for the immediately preceding month to the Illinois Department of Labor. The Illinois Department of Labor maintains a Certified Transcript of Payroll portal for this purpose.

Upon two business days’ notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

23. The CONTRACTOR shall furnish a performance and payment bond with a good and sufficient surety in the amounts of Fifty-Five Thousand Two Hundred and 00/100 Dollars (\$55,200.00) as the penal sum. The surety shall be acceptable to the VILLAGE, shall waive notice of any changes and extensions of time, and shall submit said bonds in substantially the same form attached hereto marked as Exhibit “C” and made a part hereof.

24. The CONTRACTOR represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The CONTRACTOR further represents and warrants to the VILLAGE that the CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The CONTRACTOR hereby

agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

25. The CONTRACTOR warrants that he has not employed or retained any company or person, other than an employee working solely for the CONTRACTOR, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

26. The CONTRACTOR will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

27. It is agreed among the parties that the assurances contained in the executed Contractor Certifications, which is attached hereto and marked as Exhibit "D" are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into this AGREEMENT with the CONTRACTOR.

28. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

29. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2025.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

By _____
Kevin Patrick, Village President

ATTEST

By _____
Rolf Laukant, Village Clerk

Executed by the CONTRACTOR, this ____ day of _____, 2025.

SKC CONSTRUCTION, INC.
P.O. Box 503
West Dundee, Illinois 60118

By _____

EXHIBIT “A”
SKC Construction, Inc., Bid Number 2025-01
for the 2025 Crack Sealing and Seal Coat Services, dated February 18, 2025

EXHIBIT “B”
DuPage County Prevailing Wage Rates Posted on 5/19/2025

DuPage County Prevailing Wage Rates posted on 5/19/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol							
ASBESTOS ABT-GEN	AII	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	AII	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	AII	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	AII	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	AII	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	AII	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	AII	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	AII	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59	3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	AII	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	AII	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	AII	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	AII	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	AII	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19	7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	AII	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	AII	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	AII	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	AII	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	AII	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	AII	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	AII	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	AII	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	AII	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	AII	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00

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MILLWRIGHT	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	AII	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	AII	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	AII	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	AII	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	AII	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	AII	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	AII	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	AII	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	AII	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	AII	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	AII	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	AII	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00

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SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network),

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pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc,

DuPage County Prevailing Wage Rates posted on 5/19/2025

Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

DuPage County Prevailing Wage Rates posted on 5/19/2025

Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

EXHIBIT “C”
Performance and Payment Bond With a Sufficient Surety in the Amounts of Fifty-
Five Thousand Two Hundred and 00/100 Dollars (\$55,200.00) as the Penal Sum
(BLR 12321)

EXHIBIT “D”
CONTRACTOR CERTIFICATIONS

The following certifications of the CONTRACTOR are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into this AGREEMENT with the CONTRACTOR:

- 1.** The CONTRACTOR certifies that the CONTRACTOR, its shareholders holding more than five percent (5%) of the outstanding shares of the CONTRACTOR, its officers and directors are:
 - a.** not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b.** not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c.** not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d.** in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e.** in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the CONTRACTOR shall:
 - (1)** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2)** If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which

employees are hired in such a way that minorities and women are not underutilized.

- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONTRACTOR'S obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, the CONTRACTOR will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots,

drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

- (8) CONTRACTOR (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that CONTRACTOR will retain such certifications in its files.
 - (9) In the event of the CONTRACTOR'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONTRACTOR may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the CONTRACTOR may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

 - (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR'S workplace.
- (b) Specifying the actions that will be taken against employees for violations of such prohibition.
- (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the CONTRACTOR'S policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation

program by any employee who is so convicted, as required by 30 ILCS 580/5.

- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the CONTRACTOR.
- l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the CONTRACTOR acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the CONTRACTOR shall review its records and promptly produce to the VILLAGE any records in the CONTRACTOR'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to

the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the CONTRACTOR shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the CONTRACTOR, this ____ day of _____, 2025.

SKC CONSTRUCTION, INC.
P.O. Box 503
West Dundee, Illinois 60118

By _____
Title: _____

CALL FOR BIDS

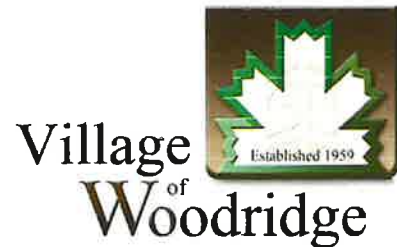
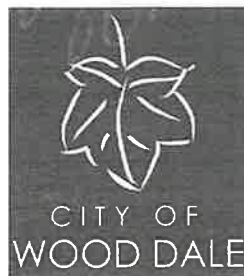
2025-01

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING AND SEAL COATING SERVICES

FOR THE LOCAL PUBLIC AGENCIES OF:

BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST, HANOVER PARK, LOMBARD, VILLA PARK, WHEATON, WOOD DALE, and WOODRIDGE



VILLAGE OF WOODRIDGE
PUBLIC WORKS DEPARTMENT
ONE PLAZA DRIVE
WOODRIDGE, IL 60517
(630) 719-4753

VILLAGE OF WOODRIDGE

ADDENDUM NO. 1

2025 MPI Crack Sealing and Seal Coating Services (#2025-01)

DATE: February 11, 2025

FROM: Village of Woodridge
Five Plaza Drive
Woodridge

BID OPENING: 10:00 AM CST on Tuesday, February 18, 2025

TO: All Prospective Bidders

All BIDDERS for the above contract shall carefully read the enclosed Addendum and consider its impact in the preparation of their bid proposal. This Addendum is provided to inform you of any changes or clarifications to the Crack Sealing and Seal Coating Services (Bid No. 2025-01)

Including this page, this Addendum is 2 pages – 1 this page and 1 Bidder's Acknowledgement of Receipt.

This Addendum shall be included with and is considered part of the BID DOCUMENT. Failure to return this form may result in disqualification of the BIDDER. Include this original in your bid.

Question 1: Are there plans that can be reviewed?

Answer: No, per page 5 item #4, the provided quantities are estimated quantities and can be changed by the LPA before construction.

Question 2: Was there a pre-bid meeting with an interested bidder list?

Answer: No, there was no pre-bid meeting. A plan holder list can be provided after the bid opening via email request to the Village.

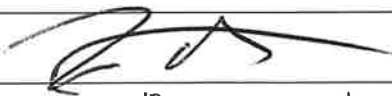
Question 3: How do I receive the bid documents?

Answer: Per the Legal Notice, you must provide an IDOT Certificate of Eligibility to receive the bid documents.

**VILLAGE OF WOODRIDGE
BIDDER'S ACKNOWLEDGMENT OF RECEIPT**

**ADDENDUM NO. 1
2025 MPI Crack Sealing and Seal Coating Services (#2025-01)**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name SKC CONSTRUCTION, INC.
By 
Print Name Kevin Bergquist
Position/Title Project Manager
Date 2-11-25

LEGAL NOTICE

The Village of Woodridge will be accepting sealed bids for the items listed below. Bids will be accepted at the Woodridge Village Hall, Five Plaza Drive, Woodridge, until 10:00 AM, Tuesday, February 18, 2025 at which time they will be opened and publicly read aloud.

BID NO: 2025-01
BID ON: CRACK SEALING AND SEAL COATING SERVICES FOR
THE LOCAL PUBLIC AGENCIES OF:

**BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST, HANOVER PARK,
LOMBARD, VILLA PARK, WHEATON, WOOD DALE, AND WOODRIDGE**

Scope of work includes: seal coating, routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Local Public Agencies' boundaries.

Plans and Specifications are available via email request sent to Matt Pocius from the Public Works Department at mpocius@woodridgeil.gov between the hours of 8:00AM – 4:30PM, Monday through Friday. Bidders must be prequalified with an IDOT Certificate of Eligibility and provide a copy of the certificate to obtain the bid documents. Questions or clarifications to this bid will be received by the Village until 11:00am on February 10, 2025. All questions should be emailed to mpocius@woodridgeil.gov. Any addenda issued to this bid, including answers to received questions, will be emailed to all plan holders by 4:00 PM on February 11, 2025.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Woodridge for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Board.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The municipalities of Burr Ridge, Darien, Downers Grove, Elmhurst, Hanover Park, Lombard, Villa Park, Wheaton, Wood Dale, Woodridge, and the County of DuPage each individually reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities and DuPage County, including the right to not award the contract. The quantities indicated in the specifications are based upon the best information available at the time of bidding; the constructed quantities may deviate from those indicated in the bid document.

Dated: January 28, 2025

SCHEDULE OF PRICES

SUBMISSION INFORMATION:

INVITATION: # 2025-01
 BID OPENING DATE: February 18, 2025
 TIME: 11:00 A.M. Local Time
 LOCATION: Village Hall
 Village of Woodridge
 Woodridge, IL 60517

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: SKC CONSTRUCTION, INC.
 Address: P.O. BOX 503
 City, State, Zip Code: WEST DUNDEE, IL 60118

Crack Sealing and Seal Coating Services per the specifications identified herein

I. BASE BID ITEMS – Year 1 – 2025 Construction

Item No.	Items	Unit	Quantity	Unit Price	Total Cost
A	CRACK SEALING ASPHALT PAVEMENT	POUND	83,000	1.67	138,610.00
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	2,500	3.00	7,500.00
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	323,500	1.38	446,430.00
D	SEAL COAT BIKE PATH	SQ YD	15,100	1.07	16,157.00
E	SEAL COAT PARKING LOT	SQ YD	77,500	1.19	92,225.00
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	37,200	0.42	15,624.00
G	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	10.00	600.00
H	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	960	3.90	3,744.00
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	500.00	500.00
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	POUND	12,000	2.46	29,520.00
TOTAL BASE BID =					750,910.00

I. Year 2 (optional) - 2026 Construction

The rates for services listed for the Year 2 (optional) - 2026 Construction will not increase more than 5 % over the "BASE BID ITEMS – Year 1 – 2025 Construction" contract period. At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2026 and concluding December 31, 2026.

II. Year 3 (optional) - 2027 Construction

The rates for services listed for the Year 3 (optional) - 2027 Construction will not increase more than 5 % over the "Year 2 (optional) – 2026 Construction contract period". At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2027 and concluding December 31, 2027.

III. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

IV.

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes ☒	No ☐	<u>1</u> %
City of Darien	Yes	Yes ☒	No ☐	<u>1</u> %
Village of Downers Grove	Yes	Yes ☒	No ☐	<u>1</u> %
County of DuPage	No	Yes ☒	No ☐	<u>1</u> %
City of Elmhurst	Yes	Yes ☒	No ☐	<u>1</u> %
Village of Hanover Park	Yes	Yes ☒	No ☐	<u>1</u> %
Village of Lombard	No	Yes ☒	No ☐	<u>1</u> %
Village of Villa Park	No	Yes ☒	No ☐	<u>1</u> %
City of Wheaton	Yes	Yes ☒	No ☐	<u>1</u> %
City of Wood Dale	Yes	Yes ☒	No ☐	<u>1</u> %
Village of Woodridge	No	Yes ☒	No ☐	<u>1</u> %

V. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item No.	Item	Unit	ADDITIONAL UNIT PRICE*
E	Seal Coat Parking Lot Parking Lot	SY	\$ <u>0.49</u>
F	Paint Pavement Marking – Line 4"	FT	\$ <u>0.30</u>
G	Paint Pavement Marking – Line 24"	FT	\$ <u>2.00</u>
H	Parking Lot Paint Pavement Marking – Letters & Symbols	SF	\$ <u>8.00</u>

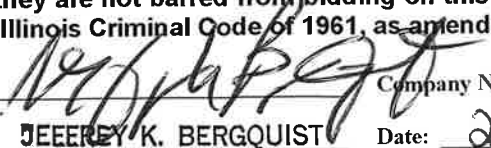
* = The additional unit price above is to be added to the corresponding item in Sections E., F., G. or H. if the LPA requires the Contractor to perform the work on a Saturday.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: SKC CONSTRUCTION, INC.
Typed/Printed Name: JEFFREY K. BERGQUIST Date: 2-7-25
Title: PRESIDENT Telephone Number: 847-214-9800
E-mail: Jbergquist@skcconstruction.net

1. INTENT

It is the intent of the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Hanover Park (HANOVER PARK), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of Wheaton (WHEATON), the City of Wood Dale (WOOD DALE), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the LPAs are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the LPAs via lower pricing. The Village of Woodridge is conducting the bidding process on behalf of the LPAs. Each LPA's municipal/county manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. BID PRICE

Please submit pricing for the base bid items and not-to-exceed percentage increases in unit prices from each prior year. The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality. The statement of quantities is based upon the best information available at the time of bidding, and the actual units constructed may deviate from those listed in the statement of quantities.

As optional pricing, the LPAs request fixed pricing percentage increases for year two (2) and year three (3) from each prior year for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, seal coating bike paths and parking lots, and parking lot pavement markings.

The Contractor shall identify the discount for each LPA if equipment staging is allowed at LPA facilities.

The LPAs reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the LPA.

3. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Woodridge to serve as a guarantee that the bidders shall enter into a contract with the LPAs to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Woodridge will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

4. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimated quantities. The LPAs do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the LPA's requirements whether for more or less than the estimated amount.

The LPAs reserve the right to increase and/or decrease quantities, add or delete locations or LPAs during the term of the Agreement, whatever is deemed to be in the best interest of the LPAs.

5. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each LPA on a total lump sum for its portion of the base bid. The LPAs reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the LPAs. The Village of Woodridge further reserves the right to reject any or all bids.

Each year, the individual LPAs shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual LPA per its scheduling with the Contractor regardless of whether all of the LPAs' corporate authorities have approved their awards to the Contractor for their respective work by the individual LPA's scheduled start date.

6. TERM

The term of this contract shall be one (1) year from the date of first award, with two (2) optional one (1) year renewals at the contract unit prices increases established as part of the initial term. At the end of the first-year term and again at the end of the second-year term, the term of the contract may be extended upon the Municipality's discretion within ninety (90) days following the expiration of the current term. The Contractor's unit prices will increase under the option renewals at the percentage rates inputted by the Bidder under the "SCHEDULE OF PRICES" section on page 2 allowed by this Call for Bids. For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a Municipality to appropriate funds in future contract years.

Work in each LPA shall begin in spring/summer 2025, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the LPAs per the schedule that each LPA coordinates with the Contractor.

The Contractor will begin services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for an LPA upon mutual written consent by the LPA and the Contractor.

7. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 7.1 A performance bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA as security for the faithful performance of the LPA's contract; and
- 7.2 A payment bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA.
- 7.3 Documents required by this section must be received and approved by the LPA before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

8. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the LPA's Corporate Authorities.

9. CONTACT WITH LPA PERSONNEL

All bidders are prohibited from making any contact with the respective LPAs' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the LPAs (collectively, "LPAs Personnel") with regard to the call for bids, other than in the manner and to the person(s) designated herein. The respective City/Village/County Manager or Administrator reserves the right to disqualify any bidder found to have contacted LPA Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with LPA Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

10. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each LPA's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the LPAs require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any LPA, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the LPA official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the LPA to take appropriate measures to ensure the fairness of the bidding process.

The Village of Woodridge requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all bidders acknowledge and accept that if any LPA discovers an undisclosed potential or actual conflict of interest, that LPA may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

11. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Woodridge is the only official source for bid packages and supporting materials. Registration with the Village of Woodridge is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Woodridge cannot ensure that bidders who obtain bid packages from sources other than the Village of Woodridge will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the LPAs' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Woodridge will NOT re-release the project absent extraordinary circumstances.

12. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the

construction, maintenance and extension of LPA streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the LPA will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

13. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the LPA no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE LPA. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The LPA reserves the right to check the pay stubs of the workers on the job. The LPA further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

14. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the LPA.

15. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or LPA corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

16. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

17. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but may not be limited to:

- Bid pricing
- Compliance with specifications
- Previous LPA Experience
- Submittal compliance
- References
- Not currently suspended from participation in any Local, State or Federal Projects

18. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit
- H) Campaign Disclosure Certificate

For DuPage County, an affidavit must be executed and submitted upon the completion of the project before final payment is processed.

19. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the LPA is required.

Notwithstanding written consent to subcontract approved by the LPAs, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

20. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship are to be used.

21. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Woodridge will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the LPAs.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the LPAs for the base bid (year one), years two (2) and/or three (3), the LPAs reserve the right to reject such bid at the discretion of the LPA.

22. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the LPAs, even though not specifically detailed or mentioned.

23. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Matt Pocius mpocius@woodridgeil.gov. Questions must be submitted **no later than 11:00 a.m. on February 10, 2025.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

24. CAMPAIGN DISCLOSURE –Please note this Section on Campaign Disclosures shall be specific to and shall only apply to the Village of Downers Grove.

- 24.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 24.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 24.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 24.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

25. RESERVATION OF RIGHTS

Each LPA reserves the right to accept the Bidder's Proposal that is, in their judgement, the best and most favorable to the interests of the LPA and the public; to reject the low price proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in LPA's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the LPAs shall not be considered an alteration of the bids.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and equipment covered by said Act.

27. RESPONSIVE BID

- 27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 27.2 Bidders shall promptly notify the Village of Woodridge of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the LPAs, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each LPA and the successful bidder. The bidder agrees that the Village of Woodridge shall not be responsible in any way for purchase orders or payments made by the other LPAs. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other LPAs during the extended term of this Agreement.

Bidder and the other LPAs may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other LPA.

The bidder shall provide the other LPAs with all documentation as required in the bid, and as otherwise required by the

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SKC Construction, Inc.
695 Church Road
Elgin, IL 60123

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609
Mailing Address for Notices
Same as Above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Village of Woodridge
Five Plaza Drive
Woodridge, IL 60517

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

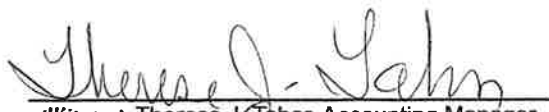
Crack Sealing & Seal Coating Services for Local Public Agencies Of: Burr Ridge, Darien, Downers Grove, DuPage County, Elmhurst, Hanover Park, Lombard, Villa Park, Wheaton, Wood Dale and Woodridge, Bid No. 2025-01

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of February, 2025

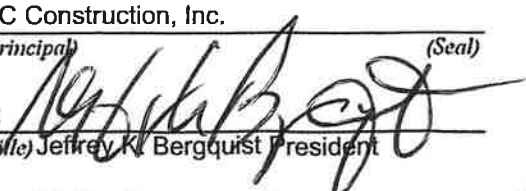

(Witness) Therese J. Tabor, Accounting Manager


(Witness) Jodie Sellers

SKC Construction, Inc.

(Principal)

(Seal)

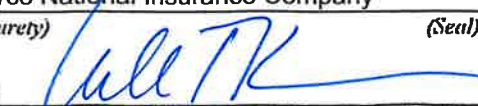
By: 

(Title) Jeffrey K. Bergquist President

Harco National Insurance Company

(Surety)

(Seal)

By: 

(Title) William T. Krumm Attorney-in-Fact



State of Illinois

County of Cook

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Cassandra L Stone Notary Public of Cook County, in the State of Illinois,

do hereby certify that William T. Krumm Attorney-in-Fact, of the Harco National Insurance

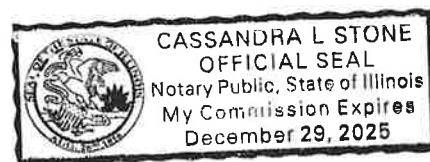
Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Harco National Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 18th day of February, 2025.

Notary Public

Cassandra L Stone

My Commission expires: December 29, 2025



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond
Principal SKC Construction, Inc.
Obligee Village of Woodridge

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

William T. Krumm

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

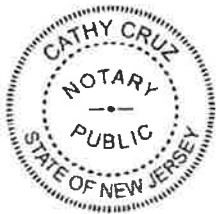
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of February, 2025

Irene Martins, Assistant Secretary

LPA, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other LPAs
- Certificate of insurance naming each additional LPA as an additional insured
- Certified payrolls to each additional LPA for work performed

29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
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29.5 **Umbrella Coverage** in the sum of \$2,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name **each LPA** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 **Each LPA** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states **each LPA** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language:** "The (LPA's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured

under the above referenced policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

29.7 Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, each LPA may purchase such insurance coverages and charge the expense thereof to the Contractor.

29.8 DuPage County Special Provision:

Article 107.27 Insurance. In addition to the requirements of this Article, the policies of insurance for Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability shall include an additional insured endorsement naming the County of DuPage, its officers and employees as additional insureds. The endorsements shall be on forms acceptable to the County of DuPage. This additional insured is to be on a primary and non-contributory basis and include a Waiver of Subrogation endorsement.

Employer's Liability insurance shall be in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

Limits of Umbrella Excess Liability (over primary) shall not be less than an amount that in combination with Commercial General Liability totals \$6,000,000 of liability insurance per occurrence. The Umbrella Excess Liability Policy shall include in the "Who is Insured" pages of the policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The contractor shall provide a copy of said section of the excess/umbrella liability policy upon request by the County of DuPage.

The Contractor shall require all subcontractors to maintain the same insurance coverage required of the contractor. The County of DuPage retains the right to obtain evidence of subcontractor insurance coverage at any time.

Replace the second sentence of the second paragraph (third to last paragraph) of this article with the following: "It is the duty of the Contractor to immediately notify the County of DuPage if any insurance required under this contract has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the County of DuPage of the required insurance coverage, the County of DuPage shall notify the Contractor that the Contractor can proceed with the work that is a part of this contract. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this contract, and the Contractor shall accept and bear all costs that may result from the cancellation of this contract due to Contractor's failure to provide and maintain the required insurance."

30. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Burr Ridge, the City of Darien, the Village of Downers Grove, the County of DuPage, the City of Elmhurst, the Village of Hanover Park, the Village of Lombard, the Village of Villa Park, the City of Wheaton, the City of Wood Dale, and the Village of Woodridge, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Contract. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of LPAs, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. CHANGE IN STATUS

The Contractor shall notify each LPA immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The LPAs shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. CHANGE ORDERS

The LPAs believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase**

of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the LPA prior to execution.

32.1 Change Orders shall comply with 720 ILCS 5/33E-9.

32.2 Detailed written Requests for Change Orders must be submitted to the LPA's Representative on the form provided by the LPA. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected LPA's Purchasing Manager or other authorized agent.

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

32.4 A written Change Order must be issued by the affected LPA's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices for each LPA detailing the services provided directly to the respective LPA. All services shall be invoiced based on unit pricing and quantities used. The LPAs shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the LPAs. Payment shall be made in accordance with the Local Government Prompt Payment Act.

The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice the LPA, nor shall an LPA pay the Contractor's subcontractors directly.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Burr Ridge
David Preissig, P.E.
Director of Public Works
451 Commerce Street
Burr Ridge, IL 60527

City of Darien
Dan Gombac
Director of Municipal Services
1041 S Frontage Rd
Darien, IL 60561

Village of Downers Grove
Stephanie Graves, P.E.
Engineering Manager
5101 Walnut Ave
Downers Grove, IL 60515

County of DuPage
Division of Transportation
Attn: Steven Mlynarczyk, P.E.
421 N County Farm Rd
Wheaton, IL 60187

City of Elmhurst
Kim McGrew, P.E.
Superintendent of Streets
209 N York St
Elmhurst, IL 60126

Village of Hanover Park
Karla Bastien, P.E.
Assistant Village Engineer
2041 Lake St
Hanover Park, IL 60133

Village of Lombard
Tom Dixon
Civil Engineering Technician
1051 S Hammerschmidt Ave
Lombard, IL 60148

Village of Villa Park
Michael Guerra, P.E.
Director of Public Works
11 W Home Ave
Villa Park, IL 60181

City of Wheaton
Nathan Plunkett
Street Superintendent
821 W Liberty Dr
Wheaton, IL 60187

City of Wood Dale
Alan Lange
Director of Public Works
790 N Central Ave
Wood Dale, IL 60191

Village of Woodridge
Matt Pocius
Civil Engineer
1 Plaza Dr
Woodridge, IL 60517

34. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Woodridge Call for Bids General Terms & Specifications and the Contractor's Bid Response.

35. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

36. NON-ENFORCEMENT BY THE LPAS

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the LPA, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

37. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the LPA.

38. TERMINATION

Each LPA reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the LPAs for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the LPAs shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. NON APPROPRIATIONS

The LPA reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council or County Board of the affected LPA.

40. LPA CONTRACTOR'S LICENSE

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the LPA in which the work is performed.

41. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the LPA. The LPA or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded,

fixed price contract.

G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
- ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

42. GUARANTEE

Contractor shall guarantee all work performed under this contract for a period of one (1) year. Said guarantee period shall begin upon final acceptance of all improvements by the LPA.

43. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The LPA is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the LPA to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the LPA copies of any and all such documents when directed to do so by the LPA. All such documents shall be delivered to the LPA Clerk's Office no later than five (5) working days after the date of the LPA's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the LPA to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the LPA.

44. COMPETENCY OF BIDDER

If requested in writing by a Government Agency, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

45. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the LPA and the issuance of LPA purchase order. For DuPage County, a Notice to Proceed is required.

46. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

47. ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the ENGINEER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the ENGINEER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the ENGINEER if such is the case.

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the LPA must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

48. PERMITS

The Contractor is responsible for obtaining all permits needed for working in the municipality, county, state, or railroad rights-of-way. This includes any permit for the movement of overweight or oversize vehicles. The cost for obtaining permits is incidental to the contract.

49. VENDOR ETHICS DISCLOSURE STATEMENT—Please note this Section on Vendor Ethics Disclosure Statement shall be specific to and shall only apply to DuPage County.

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to DuPage County shall be required to submit with its bid submission, an executed Required Vendor Ethics Disclosure Statement, attached hereto.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

6.0. **DRUG FREE WORK PLACE**

6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

6.1.1 Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

6.1.2 Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

- 7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 PATRIOT ACT COMPLIANCE

- 8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

1. SCOPE OF WORK

The Village of Woodridge requests bids for roadway crack sealing and bike path and parking lot seal coating services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, installation of the compound within routed and cleaned cracks, and seal coating of bike paths and parking lots, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Hanover Park (HANOVER PARK), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of Wheaton (WHEATON), the City of Wood Dale (WOOD DALE), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)"). The successful bidder ("Contractor") will provide seal coating per the Illinois Department of Transportation (IDOT) specifications offered in section 403 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2022) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2024), as amended by the attached **Appendix B**, as well as crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2022) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2024), as amended by the attached **Appendix B**.

2. PROJECT DELIVERABLES / QUANTITIES

The Contractor shall seal coat, route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the LPAs per the specifications shown in **Appendix B**. Per **Appendix B**, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2022) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2024)." On the request of the LPAs, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing.

FOR A BREAKDOWN OF QUANTITIES BY MUNICIPALITY, SEE ATTACHED APPENDIX C.

3. SWEEPING AND COLLECTION OF DEBRIS

The Contractor shall mechanically sweep all streets with a street sweeper or equipment agreeable to the Engineer within 48 hours after it has been crack sealed. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent areas must present an appearance that is satisfactory to the Engineer. This work will not be paid for separately and shall be included in the cost of the overall contract work.

4. INFORMATION TO BE PROVIDED BY THE LPA

For each year of the contract, each LPA will supply the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each LPA will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated quantity for each location.

5. SCHEDULING OF WORK

Each year, the LPAs shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each LPA; however, it shall complete the total volume of crack sealing services required by each LPA within the term specified herein.

The Contractor shall provide crack sealing services for the LPAs within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The LPAs may prohibit the Contractor from working on weekends or holidays. For DuPage County, the local ordinance will be the municipality where the work is being performed.

6. CONTRACTOR'S PERSONNEL

While working for the LPAs, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

7. CONTRACTOR'S EQUIPMENT

Each LPA may provide the Contractor space at its Public Works or other LPA facility to store equipment while the Contractor is providing the LPA crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each LPA if space is provided. Access to facilities shall be established with the successful bidder.

8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the LPAs. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the LPAs, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers and traffic control devices used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

9. DELIVERY OF SERVICES/GOODS

The Contractor shall deliver services at the locations specified by each LPA on the map and list of locations that the LPA provides to the Contractor.

10. TERM

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each LPA per the schedule that each LPA coordinates with the Contractor. The Contractor will begin providing services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a LPA if the extension is mutually agreed by the LPA and the Contractor.

11. ADVANCE NOTICE TO RESIDENTS

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the LPAs) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the LPAs. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The LPAs, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be crack sealed and/or seal coated. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing or seal coating), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the LPA.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

12. PRICING

Bidders will provide pricing for this contract per pound of crack sealant, or per square yard of seal coat, to be provided (installed per the specifications contained herein). A bidder's per-pound or per-square yard pricing will include all of its costs, including its costs for materials, installation services, sweeping/clean-up, the providing of advance notice about these services to residences, and any other incidental items of work included in this contract.

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

See Attached record of past experiences

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone _____

Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

SKC CONSTRUCTION, INC.

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	PAINT PAVEMENT MARKING (\$)
UNITED AIRLINES P.O. BOX 66140 CHICAGO, IL 60666 2024 ORD TERMINAL STRIPING CHARLES ROGERS 773-601-3742	2024	\$319	PAINT PAVEMENT MARKING									\$319
1999 BROADWAY, #4250 DENVER, CO 80202 UAL ORD GLSM LITE ATIF RIZVI 630-709-9603	2024	\$217	PAINT PAVEMENT MARKING									\$217
BNP ASSOCIATES, INC. 1999 BROADWAY, #4250 DENVER, CO 80202 DTW UAL STRIPING ATIF RIZVI 630-709-9603	2024	\$73	PAINT PAVEMENT MARKING									\$73
BNP ASSOCIATES, INC. 1999 BROADWAY, #4250 DENVER, CO 80202 MSY UAL C5-C11 ATIF RIZVI 630-709-9603	2024	\$93	PAINT PAVEMENT MARKING									\$93
BNP ASSOCIATES, INC. 1999 BROADWAY, #4250 DENVER, CO 80202 UAL ORD MISC. B, C, & E GATES ATIF RIZVI 630-709-9603	2024	\$71	PAINT PAVEMENT MARKING									\$71
UNITED STATES POSTAL SERVICE 9760 FRANKLIN AVE. FRANKLIN PARK, IL 60131 VARIOUS POST OFFICE LOTS BRENDAN FAHEY 847-455-2465	2024	\$45	PAINT PAVEMENT MARKING									\$45
Sub-Total		\$818										\$818
Sub-Total (pg 6)		\$3,093										\$3,093
Total(s)		\$3,911										\$3,911

Record of Past Experience

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Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg- Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	COVER & SEAL COATS (\$)
ORNELAS CONSTRUCTION CO. 12520 W. HORSESHOE DRIVE NEW LENOX, IL 60451 SPIRIT AIRWAYS G&L GATE SWAP MIKE MEYER 815-462-7600	2024	\$88	PAINT PAVEMENT MARKING									\$88
UNITED AIRLINES P.O. BOX 66140 CHICAGO, IL 60666 UAL T1 LOWER C GATE MODIFICATION ROBERT HEATHERINGTON 773-601-3301	2024	\$149	PAINT PAVEMENT MARKING									\$149
CITY OF NAPERVILLE 40 S. EAGLE STREET NAPERVILLE, IL 60540 2024 MICRO-SUF PVT. MAINTENANCE MetzgerR@naperville.il.us	2024	\$56	COVER & SEAL COATS									\$56
UNITED STATES POSTAL SERVICE 9760 FRANKLIN AVE. FRANKLIN PARK, IL 60131 VARIOUS POST OFFICE LOTS BRENDAN FAHEY 847-455-2465	24	\$40	COVER & SEAL COATS									\$40
ELMHURST PUBLIC LIBRARY 125 S. PROSPECT AVE. ELMHURST, IL 60126 2024 SEALCOAT PROJECT kim.mcgregor@elmhurst.org	2024	\$11	COVER & SEAL COATS									\$11
GRAFTON TOWNSHIP 10109 VINE STREET HUNTLEY, IL 60142 2024 SEALCOAT PROJECT highwaycom@graffontownship.us	2024	\$15	COVER & SEAL COATS									\$15
Sub-Total		\$359										\$359

Record of Past Experience

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Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
KANE COUNTY DIV. OF TRANS. 41W011 BURLINGTON ROAD ST. CHARLES, IL 60175 2024 HMA CRACK SEAL PROJECT DAVID BOESCH 630-444-3149	2024	\$220	CLEAN & SEAL CRACKS/JOINTS									\$220
IL DEPT OF TRANSPORTATION #62T66 2300 S. DIRKSEN PKWY. SPRINGFIELD, IL 62704 J.Montesinos@cortierconsulting.com	2024	\$128	CLEAN & SEAL CRACKS/JOINTS									\$128
IL DEPT OF TRANSPORTATION #62T26 2300 S. DIRKSEN PKWY. SPRINGFIELD, IL 62704 Jeremy.Martinson@illinois.gov	2024	\$94	CLEAN & SEAL CRACKS/JOINTS									\$94
CITY OF SYCAMORE 475 N. CROSS ST. SYCAMORE, IL 60178 2024 CRACKSEAL PROJECT MARK BUSHNELL 815-895-4557	2024	\$99	CLEAN & SEAL CRACKS/JOINTS									\$99
VILLAGE OF FRANKFORT 432 W. NEBRASKA STREET FRANKFORT, IL 60123 2024 ROADWAY MAINTENANCE PROJ. dsurges@austin-tyler.com	2024	\$103	CLEAN & SEAL CRACKS/JOINTS									\$103
IL DEPT OF TRANSPORTATION #68H26 201 W. Center Court SCHAUMBURG, IL 60196 Michael.Sloniker@illinois.gov	2024	\$302	CLEAN & SEAL CRACKS/JOINTS									\$302
Sub-Total		\$946										\$946

Record of Past Experience

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Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg- Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
VILLAGE OF ALSIP 4500 W. 123RD STREET ALSIP, IL 60803 2024 CRACKFILL PROGRAM Geoff Aggen <gaggen@ireltd.com>	2024	\$85	CLEAN & SEAL CRACKS/JOINTS									\$85
CITY OF DARIEN 1702 PLAINFIELD ROAD DARIEN, IL 60561 2024 CRACK FILLING PROGRAM dfell@darienil.gov	2024	\$99	CLEAN & SEAL CRACKS/JOINTS									\$99
IL DEPT OF TRANSPORTATION #66N40 2300 S. DIRKSEN PKWY. SPRINGFIELD, IL 62704 Gregory.Craner@illinois.gov	2024	\$101	CLEAN & SEAL CRACKS/JOINTS									\$101
WINNEBAGO COUNTY HWY DEPT. 424 N. SPRINGFIELD AVE. ROCKFORD, IL 61101 Winnebago County--Perryville Rd. vpatel@hwy.wincoil.gov	2024	\$275	CLEAN & SEAL CRACKS/JOINTS									\$275
VILLAGE OF ADDISON 1 FRIENDSHIP PLAZA ADDISON, IL 60101 2024 Cracksealing Bituminous Pvt. ahendrey@addison-il.org	2024	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
VILLAGE OF PLAINFIELD 14400 COIL PLUS DRIVE PLAINFIELD, IL 60544 2024 CRACKFILL PROGRAM aschatke@goplainfield.com	2024	\$79	CLEAN & SEAL CRACKS/JOINTS									\$79
Sub-Total		\$689										\$689

Record of Past Experience

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Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

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Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
VILLAGE OF LOMBARD 255 E. WILSON AVE. LOMBARD, IL 60148 2024 CRACK SEAL PROGRAM DixonT@villageoflombard.org	2024	\$99	CLEAN & SEAL CRACKS/JOINTS									\$99
VILLAGE OF TINLEY PARK 16250 S. OAK PARK AVE. TINLEY PARK, IL 60477 2024 CRACK FILLING PROGRAM dmilanowicz@tinleypark.org	2024	\$111	CLEAN & SEAL CRACKS/JOINTS									\$111
VILLAGE OF OAK PARK 123 MADISON STREET OAK PARK, IL 60302 2024 PAVEMENT PRESERVATION cjmONTALBANO@rwdco.com	2024	\$63	CLEAN & SEAL CRACKS/JOINTS									\$63
VILLAGE OF GLEN ELLYN 535 DUANE STREET GLEN ELLYN, IL 60137 2024 CRACK SEAL PROJECT emckenna@glenellyn.org	2024	\$40	CLEAN & SEAL CRACKS/JOINTS									\$40
CITY OF WHEATON 303 W. WESLEY ST. WHEATON, IL 60187 2024 MPI CRACK SEALING PROGRAM Nathan.Plunkett@wheaton.il.us	2024	\$55	CLEAN & SEAL CRACKS/JOINTS									\$55
VILLAGE OF FLOSSMOOR 2800 FLOSSMOOR ROAD FLOSSMOOR, IL 60422 2024 CRACK FILL PROJECT jbrunke@flossmoor.org	2024	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
Sub-Total		\$418										\$418

Record of Past Experience

New Applications - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
DOWNERS GROVE TOWNSHIP 4340 PRINCE STREET DOWNERS GROVE, IL 60515 2024 CRACK FILLING PROGRAM kim.hernandez@dgtdownership.com	2024	\$50	CLEAN & SEAL CRACKS/JOINTS									\$50
CITY OF ST. CHARLES 2 E. MAIN STREET ST. CHARLES, IL 60174 2024 CRACKFILL PROGRAM accounts.payable@stcharlesil.gov	2024	\$82	CLEAN & SEAL CRACKS/JOINTS									\$82
LAKE COUNTY DIV. OF TRANS. 600 W. WINCHESTER ROAD LIBERTYVILLE, IL 60048 2024 CRACK SEAL PROJECT jmunno@lakecountyil.gov	2024	\$149	CLEAN & SEAL CRACKS/JOINTS									\$149
VILLAGE OF PALATINE 200 E. WOOD STREET PALATINE, IL 60067 2024 CRACK SEALING PROJECT jmalik@palatine.il.us	2024	\$46	CLEAN & SEAL CRACKS/JOINTS									\$46
VILLAGE OF BURR RIDGE 7660 COUNTY LINE ROAD BURR RIDGE, IL 60527 2024 CRACKSEAL PROJECT JAMES MEDEMA jmedema@burr-ridge.gov	2024	\$59	CLEAN & SEAL CRACKS/JOINTS									\$59
VILLAGE OF STREAMWOOD 565 S. BARTLETT ROAD STREAMWOOD, IL 60107 2024 ROAD PROGRAM rachael@schroederasphalt.com	2024	\$69	CLEAN & SEAL CRACKS/JOINTS									\$69
Sub-Total		\$455										\$455

Record of Past Experience

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Renewal Applications - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. Do not include work performed by subcontractors.

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total In (1000's) (\$)	Earth- work (\$)	PCC Paving (\$)	Bit. Plant Mix (\$)	BAM (\$)	Agg. Bases & Surf. (\$)	Struct. (\$)	Drain. (\$)	Elect. (\$)	Misc. Conc. (\$)	CRACK SEAL (\$)
VILLAGE OF RIVER FOREST 400 PARK AVE. RIVER FOREST, IL 60305 2024 CRACK SEALING PROJECT BKodanis@vrf.us	2024	\$47	CLEAN & SEAL CRACKS/JOINTS									\$47
VILLAGE OF GLENDALE HEIGHTS 300 CIVIC CENTER PLAZA GLENDALE HEIGHTS, IL 60139 2024 CRACK FILL PROGRAM mike_maritato@glendaleheights.org	2024	\$179	CLEAN & SEAL CRACKS/JOINTS									\$179
												\$0
												\$0
Sub-Total		\$226										\$226

DISQUALIFICATION OF CERTAIN BIDDERS

(i)

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

JEFFREY K. BERGQUIST
PRESIDENT

(Signature of Bidder if the Bidder is an individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 7th day of February, 2025

THERESE JEANINE TABOR
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Jeffrey K Bergquist, being first duly sworn,
deposes and says that he is President
(Partner, Officer, Owner, Etc.)
SKC CONSTRUCTION, INC.
of _____
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

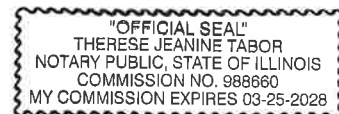
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

JEFFREY K. BERGQUIST
PRESIDENT

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 7th day of February, 2025

Therese Jeanine Tabor
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

SKC CONSTRUCTION, INC.

hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Local Public Agency identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Woodridge may disqualify the bid or the affected Local Public Agency may void any award and acceptance that the Local Public Agency has made.

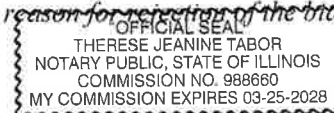
JEEEREY K. BERGQUIST
PRESIDENT


(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 7th day of February, 2025


Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



TAX COMPLIANCE AFFIDAVIT

Jeffrey K. Bergquist, being first duly sworn, deposes and says that (s)he is
President of SKC CONSTRUCTION, INC.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

**JEFFREY K. BERGQUIST
PRESIDENT**

[Signature]
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 7th day of February, 2025

[Signature]
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

Jeffrey H. Bergquist, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is President of SKC CONSTRUCTION, INC.
(Partner, Officer, Owner, Etc.) (Contractor)

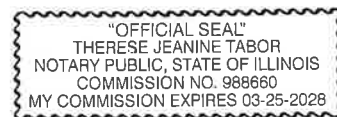
the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

[Signature]
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 7th day of February, 2025

[Signature]
Notary Public



Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2-7-25

Bid/Contract/PO #: 2025-01

Company Name: SKC CONSTRUCTION, INC.	Company Contact: Jeffrey K. Bergquist
Contact Phone: 847-214-9800	Contact Email: J.Bergquist@skcconstruction.net

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

JEFFREY K. BERGQUIST
PRESIDENT

Title

Date

2-7-25

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

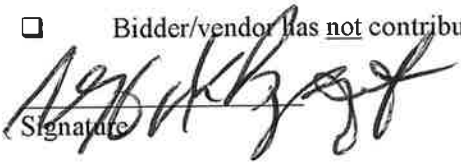
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☐ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

JEEREY K. BERGQUIST
Print Name PRESIDENT

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

APPENDIX A
AGREEMENT ACCEPTANCE

RFB #2025-01
CRACK SEALING SERVICES

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of *[insert Local Public Agency name]* ("Owner") this _____ day of _____, 20__.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: _____
Title: _____

CRACK SEALING ASPHALT PAVEMENT

Description: This work shall be done in accordance with Section 451 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. Unless otherwise directed by the Engineer, crack routing shall be ½ in. wide by ½ in. deep.

Unless otherwise directed by the Engineer, the crack seal material placement configuration along joint between edge of pavement and curb shall be reservoir with flush fill. Other primary working cracks shall be reservoir with 2 in "band aid" effect.

Method of Measurement. Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contract unit price per **POUND** for **CRACK SEALING ASPHALT PAVEMENT**.

CRACK AND JOINT SEALING PCC PAVEMENT

Description: This work shall be done in accordance with Section 452 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

Work shall be to seal or reseal only those joints or cracks as marked by the Engineer. It is anticipated that all previously sealed joints and cracks are existing in an acceptable configuration so that no additional sawing or routing to widen the opening will be necessary unless needed to facilitate removal of existing sealer material. Only when it is determined that joints or random cracks are not wide enough, minimum 3/8", or deep enough to accept sealer material will it be necessary to route or saw the joint per the specifications.

Prior to resealing, existing old sealants, etc. shall be removed by hand or mechanical methods as approved by the Engineer. Removal methods shall not cause undo damage or spalling along the existing joint or crack. Sufficient old sealant shall be removed so that no loose material remains and new sealant is assured of adhering to the joint or crack wall. All placement of new sealant shall be in a flush or slightly recessed configuration in the joint or crack reservoir.

Method of Measurement. Joint or Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contract unit price per **POUND** for **CRACK AND JOINT SEALING PCC PAVEMENT**. Where necessary, work to furnish and install backer rod per the specifications shall be considered **INCIDENTAL**.

FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Description: This work shall consist of all work necessary for furnishing and placing fiber modified asphalt in accordance with the following.

Materials: Materials shall conform to the following:

Bituminous Material (Crack Filler). The bituminous material for crack filler shall be a fiber-modified asphalt binder meeting one of the following.

- a. Jobsite-Mixed Filler. Fiber-modified asphalt crack filler mixed at the jobsite shall contain the following materials and be proportioned according to the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22.
2. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13-16
Crimps	None
Tensile Strength, Minimum, psi (MPa)	40,000 (275)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

3. Percent Fibers. The fiber-asphalt mixture shall contain of a minimum of 8.0% by weight of fibers.
4. Heating Temperature. The fiber-asphalt filler shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C). The temperature shall never exceed 290 °F (143 °C).

- b. Pre-Mixed Filler. Fiber-modified asphalt crack filler that is pre-mixed and packaged shall consist of fibers, asphalt binder, and other modifiers. The filler and its components shall be accepted on certification from the manufacturer that it meets the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 64-22.
2. Fibers. Fibers shall be short cut polyester fibers meeting the properties listed below.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, Minimum, psi (MPa)	70,000 (482)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

3. Percent Fibers. The fiber-asphalt mixture shall contain 5.0 ± 0.5% by weight of fibers.

The crack filler, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 mm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

Equipment: Equipment shall be according to the following:

Oil Kettle. The crack filler shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2-in. (50-mm) hot asphalt pump and a recirculating pump to circulate the oil bath. The kettle shall be capable of operating at temperatures between 248 and 293 °F (120 and 145 °C).

Construction Requirements: The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air compressor equipped with a lance using compressed air. The cleaning operations shall be kept close to the filling operations to

prevent debris being carried back into the joints and cracks before filling.

The fiber-asphalt filler shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The fiber-asphalt shall be applied taking care to not use excessive material in either thickness or location.

The Engineer will determine the extent that fine cracks are filled. Care shall be taken to not place filler on top of pavement markings, manholes and drainage castings.

The ambient temperature during filling shall be above 40 °F (4 °C) and below 85 °F (29 °C). The filler must cure before being opened to traffic. In order to more quickly open the road to traffic, the Contractor may use fine sand, mineral filler, or Portland cement to dust the filler at no additional cost to the LPA.

Method of Measurement: Crack filling will be measured for payment in pounds of fiber-asphalt used.

Basis of Payment: This work will be paid for at the contract unit price per **POUND** for **FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**. Cleaning of cracks will not be paid for separately.

SEAL COAT

This work shall be in accordance with applicable portions of Sections 403 and 1004 of the Standard Specifications and the following provisions.

Preparation of Pavement:

All areas to be sealed shall be thoroughly cleaned. All hardened accumulations of grease, gum, clay or other foreign matter shall be loosened by scraping and wire brushing. The surface is to be blown clean to remove loosened debris, sand, loose aggregates, dust and any other foreign matter. Spot flushing may be necessary to remove other substances. Oil and grease shall be scraped and/or burned off. Any existing thermoplastic markings shall be removed prior to seal coat application. Oil deeply impregnated in the surface shall be sealed with shellac, "Petro-Seal" primer or other suitable sealer(s) prior to applying sealcoat.

Once the pavement area has been properly prepared, including traffic control, cleaning, patching, crack filling etc. the Contractor shall begin seal coating operations.

Materials:

Two (2) coats of Polymer Modified MasterSeal mineral reinforced asphalt emulsion from Sealmaster Corporation or approved equal by the engineer shall be used. The sealer material furnished under this specification shall be certified by the manufacturer to meet composition and performance requirement, one coat squeegee, and one coat spray.

Sand shall be clean, dry silica free from foreign matter. It shall have an AFS rating of 50 to 90 with no more than 2% retained on a No. 30 U.S. sieve or coarser, no more than 14% passing a No. 140 U.S. sieve, and no more than 3% passing a No. 200 U.S. sieve. Examples: Wedron #730, Ottawa #F-80, Manley #85, or equivalent. The rate of sand per unit of sealer material shall be in accordance with the manufacturer's specifications.

Polymer Modified MasterSeal mineral reinforced asphalt emulsion or approved equal shall be applied according to the manufacturer's specifications. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

Basis of Payment: This work shall be measured and paid for at the contact unit price per **SQUARE YARD** for **SEAL COAT BIKE PATH** or **SEAL COAT PARKING LOT**, which price shall be payment in full for all work specified herein.

PARKING LOT PAINT PAVEMENT MARKING

Description: This work shall be done in accordance with Section 780 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. The parking lot paint pavement markings are to be completed after the parking lots have been seal coated. The pavement markings shall be completed as soon as possible after completing the seal coating, per manufacturer's specifications, to keep parking lot closure and disruptions to a minimum, unless directed otherwise by the Engineer.

Basis of Payment: This work shall be paid for at the contact unit price per **FOOT** for **PARKING LOT PAINT PAVEMENT MARKING – LINE 4"** or per **SQUARE FOOT** for **PARKING LOT PAINT PAVEMENT MARKING - LETTERS & SYMBOLS**.

TRAFFIC CONTROL AND PROTECTION – DUPAGE COUNTY -Please note this Special Provision shall be specific to and shall only apply to DuPage County.

In addition to Section 8 of the Technical Terms and Conditions, "Lane/Roadways Closure", Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details, notes, and Highway Standards contained in the plans, and the Special Provisions contained herein. This special provision shall only apply for work performed on DuPage County Highways.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the DuPage County Division of Transportation at least 72 hours in advance of beginning work.

STANDARDS:

- 000001 Standard Symbols, Abbreviations, and Patterns
- 701301 Lane Closure, 2L, 2W, Short Time Operations
- 701306 Lane Closure, 2L, 2W, Slow Moving Operation, Day Only, for speeds ≥ 45 MPH
- 701311 Lane Closure. 2L, 2W, Moving Operations, Day Only
- 701426 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds ≥ 45 MPH
- 701427 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds ≤ 40 MPH
- 701901 Traffic Control Devices

Method of Measurement. Traffic control will not be measured by location or per Standard.

Basis of Payment. The cost of Traffic Control and Protection will be paid for at the **CONTRACT LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION-DUPAGE COUNTY** which price shall include all equipment, labor and materials necessary to complete the work as specified.

HOT-APPLIED MASTIC PAVEMENT REPAIR

Description: This work shall consist of the pavement preparation and application of pre-packaged, pourable, aggregate-filled, polymer-modified hot-applied mastic, including cleaning, filling, and leveling. This product shall be in compliance with ASTM D8260 Type I.

All surfaces shall be cleaned and free of dust, dirt, oil, grease, and loose material prior to application of the mastic material. Surfaces are to be cleaned with clean, dry, oil-free compressed air at ninety pounds per square inch (90 psi) minimum. The surface of the prepared pavement repair area shall be completely dry at the time of mastic application.

<u>Property</u>	<u>Requirement</u>
POLYMER MODIFIED BINDER	
Cone Penetration, 77°F (25°C) (ASTM D5329)	60 max
Cone Penetration, 122°F (50°C) (ASTM D5329)	120 max
Softening Point, (ASTM D36)	200°F (93°C) min
Flexibility, 1" (25.4 mm), 180°, 10 sec) (ASTM D3111 modified)	Pass at 32°F (0°C)
AGGREGATE	
Abrasion Resistance (ASTM C131)	35% max
BLENDED PRODUCT	
Flexibility, 32°F (0°C) (ASTM D5329)	Pass
Adhesion, 77°F (25°C) (ASTM D5329)	25 PSI (172 KPA) min
Specific Gravity	1.7-2.0
Minimum Application Temperature	375°F (190°C) *
Maximum Application Temperature	400°F (204°C)
*Refer to installation instructions if working on sloped pavements or repairing larger defects	
<u>Test</u>	<u>ASTM D8620 Type I Specification Limits</u>
Mastic Resilience (ASTM D8260)	50% minimum
Effects of Rapid Deformation (ASTM D2794) (-7°C)	3 passing specimens no chipping, cracking, or separation 8 N-m
Crack Bridging (ASTM C1305 modified) (-7°C)	Pass 3 cycles
Mastic Stability (ASTM D8260) (70°C)	40.0 mm maximum

Mastic material shall be applied when pavement temperature is above forty degrees Fahrenheit (40° F). A heat lance is to be used to heat the surface such that no direct flame is applied to the pavement, as recommended by the manufacturer, without overheating the surface. Mastic material shall be installed within ten (10) minutes of warming the pavement repair area.

Mastic material shall be heated to the appropriate installation temperature using a full sweep horizontal agitator that is able to maintain a uniformly mixed product. Material shall be heated in a thermostatically controlled, hot oil jacketed heating system with an effective means of dispensing product. A heated hand squeegee shall be used to level and smooth the mastic until the material has formed a durable, well-bonded, level repair. Mastic shall be applied to the joint or crack from the bottom-up in lifts appropriate to the specific application. Multiple lifts may be required to level deeper repair areas. Fill the final lift after prior lifts have sufficiently cooled.

Contractor shall be trained and approved by the mastic manufacturer. Work area shall be under traffic control until material has cooled and solidified.

Basis of Payment: This work shall be paid for at the contract unit price per **POUND** for **HOT-APPLIED MASTIC PAVEMENT REPAIR**, which price shall be payment in full for the work as specified herein.

APPENDIX C - Quantity Breakdown per Municipality

Appendix C - Total Estimated Quantities for 2025			ESTIMATED QUANTITIES PER MUNICIPALITY											
Item No.	Items	Unit	Total Quantity	Burr Ridge 2025	Darien 2025	Downers Grove 2025	DuPage County 2025	Elmhurst 2025	Hanover Park 2025	Lombard 2025	Villa Park 2025	Wheaton 2025	Wood Dale 2025	Woodridge 2025
A	CRACK SEALING ASPHALT PAVEMENT	POUND	83,000	-	23,000	-	-	5,000	-	-	-	24,000	7,000	24,000
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	2,500	-	-	-	-	-	-	2,500	-	-	-	-
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	323,500	41,000	55,000	30,000	19,000	-	27,500	62,000	40,000	10,000	10,000	29,000
D	SEAL COAT BIKE PATH	SQ YD	15,100	-	-	-	-	-	-	-	-	-	-	15,100
E	SEAL COAT PARKING LOT	SQ YD	77,500	-	-	17,500	-	27,000	-	-	-	28,000	5,000	-
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	37,200	-	-	9,200	-	14,000	-	-	-	14,000	-	-
G	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	-	-	60	-	-	-	-	-	-	-	-
H	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	960	-	-	60	-	400	-	-	-	500	-	-
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	-	-	-	1	-	-	-	-	-	-	-
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	POUND	12,000	-	-	12,000	-	-	-	-	-	-	-	-

Route	<u>Various</u>
County	<u>DuPage</u>
Local Agency	<u>Village of Villa Park</u>
Project	<u>2025 Crack Sealing</u>

We , _____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of _____ ,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

Village Clerk

Village of Villa Park
(Awarding Authority)

(Chairman/Mayor/President)

Street	From	To	Length *	CS Y/N *
ADAMS ST	CORNELL AVE	SUMMIT AVE	838.646565	Yes
ADAMS ST	ARDMORE AVE	CORNELL AVE	487.625821	Yes
ADAMS ST	WISCONSIN AVE	MICHIGAN AVE	441.604915	Yes
ADDISON RD	NORTH END	PAVEMENT CHANGE	357.112023	Yes
ARDMORE AVE	PAVEMENT CHANGE	WILDFIRE DR	535.243947	Yes
ARDMORE AVE	PAVEMENT CHANGE	ROOSEVELT RD	341.257475	Yes
ARDMORE AVE	ROOSEVELT RD	CANTERBURY LN	790.598832	Yes
ARDMORE AVE	NORTH END	PAVEMENT CHANGE	169.535345	Yes
ARDMORE AVE	WILDFIRE DR	NORTH AVE	413.043317	Yes
ARDMORE AVE FRT RD E	ARDMORE AVE	NORTH END	429.831626	Yes
ARDMORE AVE FRT RD W	SCHILLER ST	SOUTH END	498.350407	Yes
ARMITAGE AVE	PRINCETON AVE	ARDMORE AVE	442.792158	Yes
ARMITAGE AVE	YALE AVE	PRINCETON AVE	431.119798	Yes
BEVERLY AVE	PLYMOUTH ST	VERMONT ST	607.334795	Yes
BEVERLY AVE	VERMONT ST	TERRACE ST	462.314066	Yes
BIERMANN AVE	SUNSET DR	PLYMOUTH ST	663.86137	Yes
CENTRAL BLVD	CORTESI AVE	VILLA AVE	261.691207	Yes
CENTRAL BLVD	MYRTLE AVE	CORTESI AVE	201.545704	Yes
CENTRAL BLVD	ILLINOIS AVE	SUMMIT AVE	477.954513	Yes
CENTRAL BLVD	CORNELL AVE	ILLINOIS AVE	458.624077	Yes
CHATHAM AVE	NORTH END	NORTH AVE	660.878533	Yes
DIVISION ST	THIRD AVE	ADDISON RD	359.088152	Yes
DIVISION ST	SECOND AVE	THIRD AVE	336.926828	Yes
DIVISION ST	BIERMANN AVE	SECOND AVE	347.202276	Yes
DOUGLAS AVE	SUNSET DR	PLYMOUTH ST	483.061052	Yes
ELLSWORTH AVE	HILL ST	MANOR LN	462.828421	Yes
ELLSWORTH AVE	PLYMOUTH ST	VERMONT ST	545.336857	Yes
EUCLID AVE	ELM ST	SAINT CHARLES RD	718.192555	Yes
EUCLID AVE	DIVISION ST	ELM ST	509.395223	Yes
FAIRFIELD AVE	MONTEREY AVE	EAST END	717.628185	Yes
GRANT AVE	FRANK ST	TERRY LN	491.847507	Yes
HARRISON ST	SUMMIT AVE	CORNELL AVE	440.472676	Yes
HARRISON ST	CORNELL AVE	ORCHARD HILL CT	415.702208	Yes
HARRISON ST	ORCHARD HILL CT	ARDMORE AVE	475.380777	Yes
HARVARD AVE	NORTH AVE	WILDFIRE DR	418.123774	Yes
HARVARD AVE	NORTH AVE	SOUTH END	539.669863	Yes
HIGH RIDGE RD	VILLAGE LIMIT	ARDMORE AVE	2394.647103	Yes
HILL ST	ARDMORE AVE	PAVEMENT CHANGE	200.691366	Yes
HOLLY CT	BIERMANN AVE	SECOND AVE	326.835589	Yes
HOLLY CT	WESTMORE AVE	BIERMANN AVE	326.492645	Yes
IL ROUTE 83 FRONTAGE RD	NORTH END	WASHINGTON ST	315.386338	Yes
IL ROUTE 83 FRONTAGE RD	MADISON ST	MONROE ST	495.709713	Yes
IL ROUTE 83 FRONTAGE RD	MONROE ST	VAN BUREN ST	1844.828803	Yes

IL ROUTE 83 FRONTAGE RD	WASHINGTON ST	MADISON ST	1299.128894	Yes
IL ROUTE 83 FRONTAGE RD	VAN BUREN ST	VILLAGE LIMIT	658.094059	Yes
KENILWORTH AVE	WISCONSIN AVE	MICHIGAN AVE	443.372933	Yes
KENILWORTH AVE	MICHIGAN AVE	HARVARD AVE	443.38591	Yes
KENILWORTH AVE	HARVARD AVE	YALE AVE	458.075164	Yes
KENILWORTH AVE	YALE AVE	PRINCETON AVE	443.523827	Yes
KENILWORTH AVE	PRINCETON AVE	ARDMORE AVE	443.368106	Yes
KRAMER AVE	NORTH AVE	VILLAGE LIMIT	289.102851	Yes
LINCOLN AVE	NORTH AVE	ROY DR	623.358031	Yes
MADISON ST	IL ROUTE 83	EAST END	638.164437	Yes
MICHIGAN AVE	NORTH AVE	SOUTH END	398.639594	Yes
MICHIGAN AVE	ELM ST	SAINT CHARLES RD	1010.866516	Yes
MICHIGAN AVE	DIVISION ST	ELM ST	799.652708	Yes
MICHIGAN AVE	KENILWORTH AVE	SCHOOL ST	1158.25071	Yes
MICHIGAN AVE	SCHOOL ST	CENTRAL BLVD	741.240522	Yes
MICHIGAN AVE	MADISON ST	ADAMS ST	874.860667	Yes
MICHIGAN AVE	WASHINGTON ST	MADISON ST	1245.298082	Yes
OVALTINE CT	VILLA AVE	EAST END	166.950221	Yes
PLYMOUTH ST	CHATHAM AVE	DOUGLAS AVE	339.642455	Yes
PLYMOUTH ST	BEVERLY AVE	CHATHAM AVE	338.759636	Yes
PLYMOUTH ST	ARDMORE AVE	BEVERLY AVE	356.023022	Yes
PLYMOUTH ST	ELLSWORTH AVE	FULTON AVE	339.175585	Yes
PLYMOUTH ST	DOUGLAS AVE	ELLSWORTH AVE	339.366073	Yes
PLYMOUTH ST	GERARD AVE	HAMILTON AVE	339.625601	Yes
PLYMOUTH ST	FULTON AVE	GERARD AVE	340.30718	Yes
PRINCETON AVE	NORTH AVE	SCHILLER ST	459.375653	Yes
PRINCETON AVE	KENILWORTH AVE	SCHOOL ST	980.065415	Yes
PRINCETON AVE	SCHOOL ST	CENTRAL BLVD	466.060444	Yes
RIDGE RD	THIRD AVE	ADDISON RD	349.694991	Yes
RIDGE RD	MICHIGAN AVE	HARVARD AVE	332.035952	Yes
RIDGE RD	WISCONSIN AVE	MICHIGAN AVE	329.544855	Yes
RIDGE RD	IOWA AVE	WISCONSIN AVE	324.60621	Yes
RIDGE RD	ADDISON RD	IOWA AVE	341.832592	Yes
SCHILLER ST	ARDMORE AVE	PRINCETON AVE	450.069381	Yes
SCHILLER ST	PRINCETON AVE	YALE AVE	438.534702	Yes
SCHILLER ST	WEST END	VILLA AVE	1286.784931	Yes
SUMMIT AVE	VILLAGE LIMIT	ROOSEVELT RD	601.532485	Yes
SUMMIT AVE	VILLAGE LIMIT	VILLAGE LIMIT	129.818411	Yes
SUNSET DR	WESTWOOD AVE	LINCOLN AVE	226.234063	Yes
SUNSET DR	HARVARD AVE	MICHIGAN AVE	328.098097	Yes
TERRACE ST	PRINCETON AVE	YALE AVE	447.278996	Yes
VAN BUREN ST	ARDMORE AVE	CORNELL AVE	834.850886	Yes
VERMONT ST	HAMILTON AVE	VILLA AVE	308.915208	Yes
VERMONT ST	GERARD AVE	HAMILTON AVE	341.216132	Yes

VERMONT ST	FULTON AVE	GERARD AVE	339.49171 Yes
VERMONT ST	ELLSWORTH AVE	FULTON AVE	339.501529 Yes
VERMONT ST	DOUGLAS AVE	ELLSWORTH AVE	339.503171 Yes
VERMONT ST	CHATHAM AVE	DOUGLAS AVE	342.258611 Yes
VERMONT ST	BEVERLY AVE	CHATHAM AVE	338.905357 Yes
WASHINGTON ST	HARVARD AVE	YALE AVE	469.384207 Yes
WASHINGTON ST	MICHIGAN AVE	HARVARD AVE	440.095388 Yes
WASHINGTON ST	ADDISON AVE	WISCONSIN AVE	442.188023 Yes
WASHINGTON ST	WISCONSIN AVE	MICHIGAN AVE	449.92684 Yes
WESTMORE AVE	VERMONT ST	PLEASANT AVE	309.243795 Yes
WESTMORE AVE	TERRACE ST	TERRACE ST	176.862573 Yes
WISCONSIN AVE	DIVISION ST	ELM ST	734.346412 Yes
WISCONSIN AVE	ELM ST	SAINT CHARLES RD	1010.083108 Yes
YALE AVE	ARMITAGE AVE	BELDEN AVE	658.612518 Yes
YALE AVE	BELDEN AVE	SIDNEY AVE	666.563036 Yes
YALE AVE	WILDFIRE DR	NORTH AVE	411.925471 Yes
YALE AVE	NORTH AVE	SCHILLER ST	459.714349 Yes
YALE AVE	SCHILLER ST	SOUTH END	245.095096 Yes
YALE AVE	PLYMOUTH ST	SUNSET DR	503.301142 Yes
YALE AVE	NORTH END	DIVISION ST	175.418381 Yes
YALE AVE	SAINT CHARLES RD	SOUTH END	165.526376 Yes
YALE AVE	KENILWORTH AVE	SCHOOL ST	1038.962968 Yes
YALE AVE	SUNSET DR	RIDGE RD	556.236075 Yes



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: June 9, 2025

SUBJECT: Resolution Amending Employee Leasing Agreement Between MGT Impact Solutions, LLC and the Village of Villa Park (Interim Human Resources Manager)

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT
TO AN EMPLOYEE LEASING AGREEMENT BETWEEN
MGT IMPACT SOLUTIONS, LLC AND THE VILLAGE OF VILLA PARK
(Interim Human Resources Manager)**

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

WHEREAS, on April 28, 2025, the Village adopted a resolution approving and ratifying an employee leasing agreement between MGT Impact Solutions, LLC to continue the engagement of Elizabeth (Liz) Scott with the Village as an Interim Assistant Village Manager; and

WHEREAS, the Village Manager and Village Board have determined that it is advisable, necessary and in the best interest of the Village to amend an employee leasing agreement between MGT Impact Solutions, LLC, so that Elizabeth (Liz) Scott is assigned to the position of Interim Human Resources Manager instead of the position of Interim Assistant Village Manager.

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

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

Section 2: The corporate authorities of the Village of Villa Park hereby approve the *Amendment to Exhibit A (Assigned Employee – Elizabeth Scott)* appended to the Employee Leasing Agreement between the MGT Impact Solutions, LLC, related to the engagement of Elizabeth (Liz) Scott as an Interim Human Resources Manager, a copy of which is attached to the Resolution as Exhibit “A”, and the Village Manager is authorized to execute the *Amendment to Exhibit A (Assigned Employee – Elizabeth Scott)*, in substantially the form attached hereto, on behalf of the

Resolution No. _____

Village of Villa Park.

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

ADOPTED this ____ day of _____ 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2025.

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2025.

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

Resolution No. _____

EXHIBIT “A”

Amendment to Exhibit A (Assigned Employee – Elizabeth Scott)

AMENDMENT TO EXHIBIT A

Assigned Employee – Elizabeth Scott

As of June 9, 2025 ("Effective Date"), **MGT Impact Solutions, LLC** ("MGT") and the Village of Villa Park, IL ("Client") execute this Exhibit A pursuant to the Employee Leasing Agreement between the Parties dated September 21, 2024 ("Agreement"). This Exhibit A repeals and replaces any prior Exhibit A related to the assignment of the Assigned Employee with the Village.

ASSIGNED EMPLOYEE: Elizabeth Scott

POSITION/ASSIGNMENT: Interim Human Resources Manager

POSITION TERM: June 9, 2025–August 29, 2025. Upon mutual agreement of both parties, the term can be extended up to January 2, 2026. Either party may terminate the agreement at any time by providing thirty (30) days advance written notice.

BASE COMPENSATION: Employee will be compensated on a salary basis. The weekly bill rate is \$3,770 (based on 40 hours/week at \$94.25/hour). Specific hours of work will be determined between the client and employee. Compensation assumes employee will receive pay for holidays on the same schedule earned by Village Hall employees.

OTHER-PAID TIME OFF: State required paid leave (Illinois Paid Leave for all Workers Act) is included in the fee for service. Employee will coordinate any leave requests with the client. Time off for paid leave shall be administered in accordance with state law.

MGT IMPACT SOLUTIONS, LLC

CLIENT: Village of Villa Park, IL

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

By:_____

By:_____

Date:_____

Date:_____

RULES OF ORDER & PROCEDURES FOR THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, ILLINOIS

The following Rules of Order and Procedures were adopted by the Board of Trustees of Villa Park Illinois by Resolution, as amended effective March 24, 2025.

I. Preparation of Village Board Agenda

A. The official order of business for agenda items is established by Section 2-406 of the Municipal Code of Village Park (referred to for the rest of this policy as "the Code" or the Municipal Code.")

1. The Board shall adopt an agenda as part of any regular or special meeting.
2. The ~~Agenda~~ agenda of the Board of Trustees should be approved and any proposed amendments made by a majority vote of the corporate authorities in attendance at the meeting during the segment of the meeting entitled shall not be amended during the meeting before the Section of the Agenda named "Amendments to the Agenda". Once the agenda is approved, if no amendments are offered during "Amendments to the Agenda," no further amendments may be made to the agenda without a motion that is seconded and approved by a two-thirds majority of the ~~Board~~ corporate authorities in attendance at the meeting. The presiding officer is not allowed to remove or add items at any time by another process.
3. The Board may adopt an agenda at a workshop or work session where no formal business will be conducted.

B. Placing items on the agenda of the Board of Trustees (referred to for the rest of this policy as "the Board"), one of the following procedures shall be followed:

1. The Village Manager with the input from President of the Board of Trustees creates the agenda and may add items as needed for the agenda of the Board of Trustees. [See Municipal Code 2-503(5)].
2. If a Trustee believes an item needs consideration by the Board, that Trustee may contact the Village President or Village Manager and request that the item be placed on the next available agenda. The Village President and Village Manager shall determine if the urgency of the item is such that it needs to be added to the next agenda in which case, they shall add the item to the agenda as an ordinance, resolution or they may place the topic under New Business for discussion.
3. During the New Business section of the agenda any member of the Board of Trustees may make a motion to add an item to the agenda of the next regular

meeting of the Board. If the motion is given a second and there is an affirmative vote of the Board of Trustees, the item will be included on the next agenda.

4. Items may be brought back to the floor under Unfinished Business at the request of a Trustee and with the permission of the Chair if it continues a topic discussed previously, and there was no resolution of the topic. No resolution or ordinance may be passed, but a consensus of the topic may be taken.
5. If two or more Trustees submit in writing to the Village Manager, Village Clerk and Village President a request for a specific item to be placed on the agenda in a timely fashion, it shall be added to the next agenda. An item for New Business must be submitted at least five days prior to the meeting to be included in New Business or two weeks prior to the meeting if the request includes direction to Staff for a Resolution or an Ordinance to be prepared. An email sent from their Village email address shall serve as adequate written notice. The time stamp of the email shall serve as the time stamp to determine if the notice was sent in a timely fashion.
6. ~~When the proposed agenda is sent to the Board of Trustees the Village Manager, or his designee, shall not blind copy anyone on that email. However, when the proposed agenda is sent from an agenda management software it may be sent where all recipients are not listed.~~The blind copy mechanism shall not be used on any communications between the members of the Board of Trustees or between the Village staff and the members of the Board of Trustees.

C. Placing items on the Agenda for Committee of the whole.

The process for placing items on the agenda is detailed in agenda items established by Section 2-403 of the Code of ordinances, *"The agenda for the committee of the whole will be prepared by the village manager in consultation with the village president. The village board, by motion and majority vote at a prior village board meeting, may add an item to the agenda of an upcoming committee of the whole meeting. An agenda for each committee of the whole meeting shall be posted at village hall and at the location of the meeting at least forty-eight (48) hours in advance of the holding of the meeting."*

D. New Business

1. New Business is the only part of the Board agenda when new items may be brought up for discussion that were not on the printed agenda and were not officially added by an amendment of the agenda at the beginning of the meeting. The Board may discuss new items for the purpose of deciding if

they should be placed on a future agenda as an as action items. Items may be placed on the agenda for discussion or action where a resolution or an ordinance is not required

2. While no ordinance, resolution or policy may be adopted under New Business, the Board may take consensus vote on items to be placed on future agendas, requests for reports from the staff, and interpretation of previous direction from the Board.

E. Unfinished Business.

Items that are postponed from previous meetings, but do not require an ordinance or resolution shall be placed under Unfinished Business and taken up at the next meeting unless a different meeting is specified. Items placed on the agenda under Unfinished Business shall be committed to writing as part of the agenda and may be voted on or a consensus taken. Items discussed previously, but not postponed are not eligible for unfinished business unless specifically requested in time to include them on the agenda.

II. Conducting Business at Meetings of the Board of Trustees

- A. Robert's Rules of Order (Robert's) shall be used at meetings of the Board of Trustees (Board) except where special rules are adopted by a Resolution that was published on the official Agenda and passed by a vote of the Board. The adopted rules shall be followed except that the Board may suspend the rules for a particular motion by a 2/3 vote for suspension [Code 2-410, or majority with 24-hour notice], or specific exceptions noted below.

1. Speaking Privileges. "The President presides and decides points of order, preserves decorum, keeps the discussion on the item under discussion, clears persons creating a disturbance." [Code 2-421(b)]

a) Trustees may speak on any issue in front of the Board but must be recognized by the President. The President shall recognize each Trustee who requests to speak at least once on each agenda item and motion if they request the floor, unless there is a cause for recusal.

b) Trustees may speak more than once provided that every Trustee has had a chance to speak. If a Trustee has not spoken on an issue, they will have priority over other Trustees who have already spoken once.

c) The Village Manager of his/her designee may be recognized to speak on

agenda items to the Board. After an agenda item is introduced, the Manager may be recognized to answer questions or to discuss items on the agenda after Board members have had a chance to be recognized or when requested to speak by the President.

2. Public Comments.

a) Members of the public may speak for up to three (3) minutes [Code 2-408(d)] during periods allotted for Public Comment. The time for Public Comment shall be thirty (30) minutes for each of the two comment periods on the agenda of Board of Trustees Meetings and one comment period for Committee of the Whole meetings. All of the time limits in this section may be extended by a majority vote of the Board after a motion is made and seconded. Staff will provide inobtrusive warnings of time limits.

b) Speakers who are residents shall be allowed to speak before nonresidents [Code 2-408(d)].

c) Speakers from the audience must be recognized by the President and give their legal name for the record.

d) Speakers must identify the agenda item(s) that they wish to address during "Public Comments on Agenda Items,"

e) Speakers during "Comments on Non-Agenda Items" must refrain from speaking on agenda items unless permitted by the President.

3. The President may allow public comment on other agenda items but shall rule speakers out of order if their comments are not relevant to the topic under discussion.

~~2.4. The President, Clerk, or Trustee may only read a letter into the record during Reports.~~

B. Actions by the Board shall be at Board meetings and may not be acted upon unless on the agenda. [Code 2-406(d)]

"At the time of consideration of approval of the agenda, upon passage of a motion by a majority of the quorum present, the agenda may be amended to add or delete specific items. If new items are added, only discussion of such items may occur during the meeting, and no action on the new items may take place until a subsequent meeting."

1. Motions. Robert's Rules shall apply for motions before the Board except that motions of one or two sentences do not need to be submitted in writing to the

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Village Clerk (the Clerk). The Clerk, however, shall read each motion before a vote or consensus is taken.

2. Requests of staff. If a request of staff for information, or a specific single act requires Board action, it may be made under New Business and approved by a consensus without a specific item on the agenda.
3. Voting. The President may vote on ordinances and resolutions if a majority has already voted in favor of an ordinance, resolution, or motion; in the event of a tie vote; or if a vote greater than a majority is required [Code 2-422]. All Trustees are expected to vote on each resolution, ordinance and motion unless they state a reason to abstain or recuse from voting on the issue before discussion begins.
4. Recusal. An elected official shall recuse himself from an agenda item if he has an actual conflict of interest under Section 3.1-55-10 (a) of the Illinois Municipal Code or may recuse themselves if there is a common law conflict of if there is such an appearance of a conflict, where the elected official may appear to have a direct benefit in the outcome of a vote of the Board. The President may deny the recusal if the Village Attorney does not agree that sufficient reason exists. Trustees shall recuse themselves before an issue is debated.
5. Abstention. A Trustee may abstain from a vote, but the President may ask the Trustee to state the reason for the abstention and the Board may by a motion second and vote require the Trustee to vote. Any abstention counts toward the negative side on a vote and does not reduce the number needed to approve any item. Therefore, if the vote is three affirmative, and three negative, the abstention with count as a fourth negative vote.

C. Challenging Actions of the Chair.

The decision of the Chair may be challenged by any member of the Board by a motion with a second. The motion shall be, "shall the decision of the Chair stand." A 2/3 majority voting in the negative shall be required to overturn the decision of the Chair.

D. Direction to Commissions

1. The Board is responsible for approving all administrative policies adopted by the Commissions by a Resolution passed by the Board and may override any policies established by the Commissions by a Resolution of the Board. The intent, purpose, powers, duties, and membership of the various Commissions shall be defined by ordinance and may not be expanded except by the Board.

2. The Board may direct Commissions ("Commissions" includes Boards that are created by and report to the Board of Trustees) to address issues within the purview of that Commission as defined in the Village Code and bring back recommendations to the Board.
3. Commission budgets are approved by the Board through the annual budget adoption process. The Village Manager is responsible for making any expenditures necessary to implement programs in a Commission's budget within parameters adopted by the Board and Village Manager. The Village Manager shall implement proper accounting and reimbursement procedures as necessary. The Village Manager has the authority to approve expenditures up to 10% above the total funds budgeted for any Commission, not to exceed \$2,500 total.
4. Recording. All Commission meetings shall be recorded either by digital audio recording or audio/visual recording and all such recordings shall be made available to the public on the Village website or other internet services available to the public. The meetings of the Zoning and Planning Commission, Traffic and Safety Commission and the Parks and Recreation Advisory Commission shall be video recorded. All meetings of the Village, including meetings of Joint Review Boards staffed by the Village, that requires a 48-hour notice period under 5 ILCS 120/2.02 (a) shall be audio recorded, unless it is video recorded with audio. The Board may waive this policy for individual meetings. Recordings will be made available to the public on the Village website as soon as practicable but within two weeks at a maximum.
5. Commission Agendas. Each Commission agenda shall include the following items:
 - a. Roll Call and determination of a quorum
 - b. Adoption of the Agenda
 - c. Approval of Minutes (from previous meetings)
 - d. New Business
 - e. Comments from the Public
 - f. Comments from Liaison(s)Aside from Roll Call, items may be in any order and additional agenda items may be added. All actions of the Commissions shall be made by an action at a meeting by motion, second and majority vote.

III. Board Directions to Staff.

- A. Direction to the staff. Directions to staff must be made through the Village Manager.
[Code 2-303 (a)]

"The board of trustees shall act in all matters as a body and individual trustees shall not seek to influence the official acts of the village manager, or any other officer, or to interfere in any way with the performance by such officers of their duties..."

B. Requests for Information

1. Requests for information must be informational or serve a legislative purpose. [Sec. 2-303 (a)]

Nothing contained herein shall prevent any trustee from requesting from the manager such information as may be proper and necessary to the performance of the trustees' duties, whether the trustee acts as a trustee, or as a liaison, or as a member of any board, committee or commission."

2. Information and reports will typically be sent to all elected officials, even if only requested by one Trustee, unless it is routine or trivial in nature.
3. If the Village Manager determines that a request for information will take more than two staff hours to complete, the Manager will seek direction to complete the task from the Board at the next Board Meeting, unless the Manager determines it is in the best interest of the Village to complete it anyway. Requests requiring Board action shall be placed on the agenda under New Business.
4. Information provided to the Board that specifically states that it is confidential or privileged shall be treated as such by all staff and elected officials with whom it is shared. Employees who violate this provision are subject to disciplinary action up to dismissal by the Village Manager. Elected officials shall be governed by Section 3-323 of the Village Code. The Village Manager shall cite the proper exception to the 5 ILCS 140 et seq, if requested to do so. If there is a dispute the Village President, the Village Attorney and the Village Clerk shall meet, confer, and decide if they believe the record should be considered confidential or privileged.

C. Requests for action/service.

1. A request to address a service concern of a constituent may be sent to the Village Manager or a department head by letter or email if the Village Manager is copied on the email. Unsolicited direct contact by elected officials of staff by phone should be avoided. Elected Officials should only contact employees about Village business below the department head level if directed by the Village Manager or a department head.

2. Requests of staff to address concerns at an elected official's personal home or business shall be directed to the Village Manager or a department head by email with a copy sent to the Village Manager. Automated request systems may also be used when available.
3. Nothing in this policy should be construed to suggest that elected officials and Village employees may not have non-Village related conversations or meet casually for non-Village related business or converse at Village events.

IV. Additional Policies of the Board (reserved)

V. Amendments to the Rules and Procedures of the Board

Amendments to the Rules of Order and Procedures for the Board of Trustees for the Village of Villa Park (Rules) made be made by a motion, with a second and a majority vote. The changes will be in force at the start of the next meeting of the Board for which the change applies. (e.g. A change in the Rules for a Committee of the Whole Meeting will be in order at the next meeting of the Committee of the Whole.)

RESOLUTION NO. 25015

**A RESOLUTION AMENDING RULES OF ORDER AND
PROCEDURES FOR THE BOARD OF TRUSTEES OF THE
VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS**

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

WHEREAS, the President and Board of Trustees previously established and now desire to amend rules of order and procedures for the Village of Villa Park Board of Trustees.

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 *Rules of Order & Procedures for the Board of Trustees of the Village of Villa Park, Illinois*, as amended, attached hereto and made a part hereof as Exhibit A are hereby approved and adopted.

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

PASSED this 24th day of March, 2025, pursuant to a roll call vote as follows:

AYES: 7
NAYS: 0
ABSENT: 0

APPROVED this 24th day of March, 2025.



Nick Cuzzone, Village President

Attest:



Hosanna Korynecky, Village Clerk



Exhibit A

1270260-1

Resolution No. 25015

**Rules of Order & Procedures for the Board of Trustees of the
Village of Villa Park, Illinois, As Amended**





MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: June 9, 2025

SUBJECT: 5 ILCS 120/2(c)(5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

5 ILCS 120/2(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

5 ILCS 120/2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
EMPLOYMENT SEPARATION AND RELEASE AGREEMENT**

NOW, THEREFORE, BE IT RESOLVED by the corporate authorities of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: The corporate authorities of the Village of Villa Park hereby authorize and approve a certain Employment Separation and Release Agreement (the “Agreement”), substantially in the form attached hereto as Exhibit “A” and made a part hereof.

Section 2: The Village Manager of the Village of Villa Park is hereby authorized to execute said Agreement on behalf of the Village, subject to the prior execution of said agreement by the Employee.

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

ADOPTED this ____ day of _____ 2025, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this ____ day of _____ 2025.

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2025.

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

Resolution No. _____

EXHIBIT “A”

Employment Separation and Release Agreement

EMPLOYMENT SEPARATION AND RELEASE AGREEMENT

This EMPLOYMENT SEPARATION AND RELEASE AGREEMENT (“Agreement”) is made by and between MATTHEW C. HARLINE (hereinafter referred to as “Employee”) and the VILLAGE OF VILLA PARK, a unit of local government (hereinafter referred to as the “Village”). (Employee and the Village are hereinafter sometimes collectively referred to as “the Parties.”)

WHEREAS, on May 28, 2025, by resolution adopted at a special meeting of the President and Board of Trustees on that same date, the corporate authorities of the Village of Villa Park removed Matthew C. Harline from his appointment to the office of Village Manager for the Village of Villa Park; and

WHEREAS, the Village has agreed to pay Employee certain compensation to which Employee would otherwise not be entitled, in exchange for Employee’s promises contained herein; and

WHEREAS, the Village has tendered this Employment Separation and Release Agreement to Employee on June 5, 2023, has given Employee 21 days to review the releases contained in the Agreement, and Employee has consulted with an attorney prior to signing this Release and Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual promises set forth herein, the Village and Employee hereby agree as follows:

1. Separation of Employment. Employee has been removed from office as Village Manager and has separated from employment with the Village effective May 28, 2025 (“Separation Date”).

The Village agrees not to contest Employee’s eligibility for unemployment compensation benefits for periods after the Separation Date. Employee further agrees not to apply for unemployment compensation benefits for any period prior to the Separation Date. Employee acknowledges that the Village’s obligation to not contest Employee’s eligibility for unemployment compensation benefits does not guarantee that the Employee shall be awarded such benefits and that the determination to grant such benefits is the decision of the Illinois Department of Employment Security.

Employee acknowledges that, by the Separation Date, Employee shall be required to remove and has removed all of Employee’s personal property from the Village premises. Employee agrees to return all of the Village’s property, keys, identification badge(s), etc., that he has in his possession or under his control by close of business on the Separation Date. Employee promises to and acknowledges the return of all Village technology resources (including computers, software programs, computer peripherals, electronically stored data [including all client confidences and/or attorney work product, data storage devices, keys, and written passwords]) in his possession, custody or control by close of business on the Separation Date. The Village has terminated user access to Village technology resources by the Separation Date.

2. Employment Separation Benefits. As consideration for Employee entering into this Agreement and the waiver of rights and releases contained herein, and provided Employee

timely executes this Agreement, does not revoke Employee's acceptance, as set forth in Paragraph 7 below, and fully complies with Employee's obligations under the Agreement, the Village will pay Employee severance pay in the amount of ten (10) weeks of Employee's salary, totaling Thirty-Four Thousand Six Hundred Eighty-Three and 28/100 (\$34,683.28) Dollars. ("Severance Pay"). Employee's Severance Pay shall be paid at the Employee's regular rate of pay as of the Separation Date paid over a period of ten (10) weeks, with such payments subject to regular withholdings and deductions and issued to Employee on the regular payroll dates following the Effective Date of this Agreement.

Employee will be paid out for earned and unused benefit time in accordance with law and the practices, policies and Personnel Policy Manual of the Village ("Final Compensation"). Payment of Final Compensation shall be subject to all regular withholdings and deductions and the net amount after such withholdings and deductions shall be payable to Employee on June 13, 2025, the first regular payroll date following Employee's Separation Date. As of Employee's Separation Date, Employee has the following earned and unused benefit time: 288 hours, paid out at 50% (equaling 144 hours), in the net amount of Twelve Thousand Four Hundred Eight-Five and 98/100 (\$12,485.98) Dollars; and 256 hours of Vacation/Holiday time in the net amount Twenty-Two Thousand One Hundred Ninety-Seven and 30 (\$22,197.30) Dollars. The total net payout for Employee's Final Compensation totals Thirty-Four Thousand Six Hundred Eighty-Three and 28/100 (\$34,683.28) Dollars.

Employee may continue group health insurance coverage with the Village, for which the Village would continue to pay the Employer's share of the group health insurance premiums through August 31, 2025, or until such time that Employee is enrolled in other health insurance coverage, whichever comes first ("Paid Continuation Coverage Period"). During the Paid Continuation Coverage Period, Employee will be responsible for Employee's share of the premiums for such coverage. Following the Paid Continuation Coverage Period, Employee may be entitled to elect continued group health insurance coverage, pursuant to the terms of 215 ILCS 5/367j, for which Employee would be responsible to pay the entire cost of the continued group health insurance premiums. In addition, if eligible, the Employee may continue medical insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for 18 months following Employee's Separation Date. The Employee shall be required to pay 100% of the COBRA insurance premiums so long as Employee is eligible for such coverage, according to COBRA and its attendant regulations. All other employment benefits shall cease on the Separation Date.

Employee acknowledges and agrees that Employee is not entitled to any other severance payments or severance benefits except as provided in this Paragraph 2.

3. Valid Consideration. The Parties acknowledge that certain of the Village's payment (in particular, Severance Pay and Paid Continuation Coverage Period) described hereinabove is not required by the Village's policies or procedures or any contractual obligation, and is offered by the Village solely as consideration for this Agreement, along with the mutual promises contained herein. The Parties acknowledge that these constitute good and adequate consideration.

4. Waiver of Rights Under the Age Discrimination in Employment Act. In consideration of the Village's obligations contained in Paragraph 2, hereinabove, Employee does hereby knowingly and voluntarily waive, release, satisfy, and forever discharge the Village and

all of its elected officials, employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the “Released Parties”), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had or now has against said above-named persons and entities or any of them, for, upon or by reason of any rights arising prior to the date at this Agreement under the **Age Discrimination in Employment Act** (42 U.S.C. § 621 *et seq.*). It is the intent of the Village and Employee that this be a full, complete and general release of the Employee’s rights arising prior to the date of this Agreement under the **Age Discrimination in Employment Act**.

5. General Release. In addition to the waiver of rights set forth above and as a material inducement for the Village to enter into this Agreement, Employee does hereby remise, release, acquit, satisfy, and forever discharge the Village and all of its elected officials, employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the “Released Parties”), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had, now has, or which any personal representative, successor, heir or assign of Employee, hereafter can, shall or may have, against said above-named persons and entities or any of them, for, upon or by reason of any matter, cause or thing arising out of Employee’s employment with the Village. It is the intent of the Village and Employee that this be a full, complete and general release. It is also the intent of the Village and Employee that this Agreement releases all claims of Employee, including specifically, without limitation, any and all claims or causes of action for employment discrimination; any other claims or causes of action arising under, or any conduct which violates, the Consolidated Omnibus Budget Reconciliation Act of 1985; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Rehabilitation Act of 1973; 42 U.S.C. §§ 1981, 1983 or 1985; the Civil Rights Act of 1991; the Illinois Human Rights Act; or any other provision of the Illinois Constitution or any provision of the Constitution of the United States; the Employee Retirement Income Security Act of 1974; the Illinois Insurance Code; the Fair Labor Standards Act, the Family Medical Leave Act; or any other statute, ordinance, rule or regulation of any state, federal, county, or local government regulating any aspect of the employment relationship; any and all claims or causes of action for breach of contract or breach of personnel policies or employee handbooks; promissory estoppel; infliction of emotional distress; invasion of privacy; wrongful or retaliatory discharge; defamation; libel; slander; any act contrary to the public policy of Illinois; or any other violation of the common law of Illinois or of any other state; any and all claims or causes of action for wages, vacation pay, or benefits, including, but not limited to, all claims arising under, or based on any conduct which violates the Illinois Wage Payment and Collection Act; any and all claims or causes of action which were or could have been asserted as arising under the Illinois Personnel Records Review Act; any and all claims or causes of action which were or could have been asserted in any way related to Employee’s employment (excepting those claims that cannot be waived by law). It is the intent of the Village and Employee that this be a full, complete and general release.

6. Time to Review and Attorney Consultation. Employee has until June 26, 2025, to execute this Employment Separation and Release Agreement and deliver a copy of the executed Agreement to Village Manager Michael Rivas (although Employee may choose to sign and deliver the Agreement sooner). Employee acknowledges that Employee was tendered this Agreement on June 5, 2025, and has been given at least twenty-one (21) days to review and execute this Agreement. Employee agrees and acknowledges that the Village has informed

Employee of Employee's right to consult with an attorney regarding this Agreement prior to signing below.

7. Revocation and Effective Date. Employee agrees and understands that Employee may revoke this Agreement within seven (7) days after Employee signs this Agreement and that the Agreement shall not become effective or enforceable until eight (8) days after the date on which Employee signs below. If Employee wishes to revoke the Agreement, Employee should deliver written revocation to Village Manager Michael Rivas. The Village Manager must actually receive the written revocation within the seven (7) days after the Employee signs this Agreement. If Employee does not revoke it, this Agreement shall become effective and enforceable on the date upon which the seven day revocation period expires (the "Effective Date") and Employee will be entitled to be paid the Severance Pay and the Paid Continuation Coverage Period as set forth in Paragraph 2 of this Agreement.

8. No Reinstatement. Employee recognizes that his employment with the Village has permanently ceased. The Village shall have no obligation to reappoint, rehire, reinstate, recall or hire Employee in the future.

9. Covenant Not to Sue and Recourse for Employee Breach. The Employee promises never to file or participate in a lawsuit, arbitration or other legal proceeding asserting any claims that are released pursuant to this Agreement, except to enforce rights created by this Agreement. If the Employee breaches Employee's promise and files or participates in a legal proceeding based on any such released claim, the Village's obligation to pay Severance Pay or the Paid Continuation Coverage Period referred to in Paragraph 2 above shall terminate immediately, and the Employee will (i) repay to the Village any payments made to Employee as consideration pursuant to this Agreement, including Severance Pay and monies paid by the Village throughout the Paid Continuation Coverage Period; (ii) pay for all costs incurred by the Village, including reasonable attorneys' fees, in defending against Employee's claim and seeking repayment of the payments made under this Agreement; and (iii) pay all other damages awarded by a court of competent jurisdiction.

Employee further understands that nothing in this release generally prevents Employee from filing a charge or complaint with or participating in an investigation or proceeding conducted by the EEOC, NLRB, or any other federal, state or local agency charged with the enforcement of any employment laws, although by signing this Employment Separation and Release Agreement Employee acknowledges that Employee is waiving Employee's right to individual relief based on claims asserted in such a charge or complaint.

10. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties regardless of the drafter.

11. Complete Agreement. The Employee understands this Agreement sets forth all of the terms and conditions of the agreement between the Parties and that, in signing this Agreement, the Employee cannot rely and has not relied upon any prior verbal statement regarding the subject matter, basis or effect of this Agreement, and that all clarifications and/or modifications of this Agreement must be in writing.

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. YOU ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

EMPLOYEE HAS BEEN INFORMED OF EMPLOYEE'S RIGHT TO CONSULT AND HAS CONSULTED WITH A LAWYER PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this EMPLOYMENT SEPARATION AND RELEASE AGREEMENT the day and year first above written.

EMPLOYEE:

VILLAGE OF VILLA PARK:

Matthew C. Harline

By: _____
Michael Rivas
Village Manager

Dated: _____

Dated: _____