



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

Village Board of Trustees

September 8, 2025

6:00 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. Proclamation Recognizing Train Safety Week September 15 – 21, 2025
 - b. Proclamation Recognizing Constitution Week September 17 - 23, 2025
 - c. Proclamation Recognizing Hispanic Heritage Month September 15 - October 15, 2025
- 7. Presentations**
- 8. Appointment to Commission**
 - a. Appointments to the G.R.E.E.N. Commission:
 - a. Appointment of Nick Wesling as Commissioner for a term expiring May 31, 2028.
 - b. Appointment of Mike Storino as Commissioner for a term expiring May 31, 2027.
 - c. Appointment of Jocelyn Ramirez as Commissioner for a term expiring May 31, 2027.
- 9. Consent Agenda**
 - a. Approval of the Bill Listings for the weeks of 8.11.2025 in the amount of \$928,606.91 and 8.18.2025 in the amount of \$1,543,487.85.
 - b. Approval of the Minutes of the Special Meeting of the Village Board held on July 23, 2025.

- c. Approval of the Minutes of the Village Board of Trustees Meeting held on July 28, 2025.
- d. Approval of the Minutes of the Committee of the Whole and the Village Board of Trustees Meetings held on August 11, 2025.
- e. An Ordinance Authorizing the Disposal of Surplus Personal Property of the Village of Villa Park, Illinois

This ordinance authorizes the Village Manager or designee to dispose of personal property described in Exhibit "A" in any manner or method, with or without the necessity of obtaining competitive bids. If approved, this will allow staff to sell surplus vehicles and equipment at public auction that are no longer useful, as provided by State Law (65 ILCS 5/11-76-4). The list of items for auction includes vehicles that have already been replaced or planned for replacement, equipment, and file cabinets that are no longer utilized. Staff will prepare these items for auction over the next several months. Staff recommends approval of the ordinance.

- f. A Resolution Appointing a Delegate and Alternate to the Intergovernmental Risk Management Agency (IRMA).

It is in the best interest of the Village of Villa Park that Dan McCann be the Village's Delegate on the IRMA Board, and Patty Ruiz be the Alternate Representative if the village Delegate is unable to carry out the duties.

- g. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Highland Avenue Resurfacing in an Amount Not to Exceed \$81,184.20.

This Resolution authorizes the Village President to execute an agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Highland Avenue Resurfacing in an amount not to exceed \$81,184.20. Staff recommends approval of the Resolution.

- h. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase II Design Engineering of the Harvard and Jackson Resurfacing in an Amount Not to Exceed \$47,500.00.

The following Resolution would authorize the Village President to enter into an engineering services agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase II design engineering of the Harvard and Jackson Resurfacing in an amount not to exceed \$47,500.00. The Harvard and Jackson Resurfacing proposes roadway and sidewalk improvements to Harvard Avenue between Jackson Street and Madison Street and Jackson Street between Addison Avenue and Ardmore Avenue. Staff recommends approval of the Resolution.

10. Ordinance for First Reading

11. Ordinance for Second Reading

12. Ordinances

13. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Builders Paving, LLC., of Hillside, Illinois, for Construction of the Highland Avenue Resurfacing in an Amount of \$510,885.00.

This Resolution authorizes the Village President to execute a contract for the construction of the Highland Avenue Resurfacing. The project was publicly advertised and competitively bid, with a bid opening held on August 28, 2025. The village received five bids, with the lowest responsible bid submitted by Builders Paving, LLC, of Hillside, Illinois, in the amount of \$510,885.00. Staff recommends approval of a resolution to award a contract to Builders Paving, LLC for the construction of the Highland Avenue Resurfacing for an amount not to exceed \$510,885.00.

- b. Resolution for use of Motor Fuel Tax Funds for Section 25-00104-00-RS Resurfacing of Highland Avenue.

To approve the resolution for \$558,161 of Motor Fuel Tax Funds for the Highland Avenue Resurfacing Project. This resolution is required to allow the utilization of Motor Fuel Tax to fund the project. Staff recommends the approval of this resolution.

- c. Resolution of the Village of Villa Park, DuPage County, to award a contract to The Fields on Canton Farm, Inc., of for the 2025 Parkway Tree Planting Program in the amount of \$40,170.00.

To award the contract for the 2025 Parkway Tree Planting Program to The Fields of Canton, Inc. in the amount of \$40,170.00. The project was publicly advertised and competitively bid, with a bid opening held on August 19, 2025. The Village received five (5) bids for the delivery and planting of 130 various species of parkway trees throughout the Village. The Fields of Canton is the lowest bidder. Staff recommends approval.

- d. Resolution Approving an Intergovernmental Agreement among the Village of Villa Park, the County of DuPage, and the Emergency Telephone System Board (ETSB) of DuPage County Regarding the Purchase of Interoperable Radios.

Staff recommends authorizing DU-COMM to represent the Village of Villa Park and the Villa Park Fire Department under an intergovernmental agreement with the Emergency Telephone System Board (ETSB). This agreement will facilitate the acquisition of interoperable radios, enhancing the safety, reliability, and effectiveness of fireground communications.

- e. Resolution of the Village of Villa Park, DuPage County, Illinois, to Refuse the Expenditure of Village Resources to Assist the Federal Government in Immigration Enforcement Actions.

14. Unfinished Business

- a. Elected Officials Social Media Policy

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.

22. 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.

Proclamation
National See Tracks? Think Train® Week

WHEREAS See Tracks? Think Train® Week is to be held across the U.S. from September 15 to 21, 2025;

WHEREAS, 2,252 rail grade crossing collisions resulted in 749 personal injuries and were responsible for 268 fatalities in the United States during 2024; and

WHEREAS, 1,465 pedestrian trespassing casualties have occurred in the United States resulting in 821 pedestrians being killed and another 644 injured while trespassing on railroad property rights of way during 2024; and

WHEREAS, educating and informing the public about rail safety (reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver Inc., United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National See Tracks? Think Train® Week;

THEREFORE, I, Kevin Patrick, Village President of the Village of Villa Park do hereby attest my full support proclaiming September 15 to 21, 2025, National See Tracks? Think Train® Week and I encourage all citizens to recognize the importance of rail safety education.

Village President, Villa Park



Village of Villa Park

PROCLAMATION

Constitution Week 2025

September 17 ~ 23

WHEREAS: September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Kevin Patrick, by virtue of the authority vested in me as **Village President of the Village of Villa Park** in the County of DuPage and the State of Illinois, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the Village of Villa Park IL to
be affixed.

Village President _____

Witness _____

Date _____



Village of Villa Park

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

PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH FROM SEPTEMBER 15TH – OCTOBER 15TH, 2025 IN THE VILLAGE OF VILLA PARK

WHEREAS, Hispanic Heritage Month is observed nationally from September 15th to October 15th, honoring the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America; and

WHEREAS, September 15th is a significant date marking the anniversaries of independence for Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua, followed by Mexico on September 16th and Chile on September 18th; and

WHEREAS, Hispanic Americans have enriched our communities and our nation through their profound impact on the arts, education, business, public service, military, and every aspect of society; and

WHEREAS, Villa Park is proud to recognize the growing Hispanic and Latino community in our village, whose traditions, work ethic, and cultural heritage strengthen the fabric of our “Garden Village”; and

WHEREAS, it is fitting that we celebrate and honor the many contributions of Hispanic Americans and reaffirm our commitment to diversity, inclusion, and unity within Villa Park;

NOW, THEREFORE, I, Kevin Patrick, Village President of Villa Park, Illinois, along with the Board of Trustees, do hereby proclaim September 15th through October 15th, 2025, as Hispanic Heritage Month in the Village of Villa Park and encourage all residents to join in celebrating the history, culture, and contributions of Hispanic Americans.

Kevin Patrick, Village President

Rolf Laukant, Village Clerk



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: September 8, 2025

Re: Appointment of Three (3) Members to the G.R.E.E.N. Commission

Following the Village Board's creation of the G.R.E.E.N. Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Nick Wesling as a member of the G.R.E.E.N. Commission for a three (3) year term expiring May 31, 2028.

I am herewith submitting for your approval the appointment of Mike Storino as a member of the G.R.E.E.N. Commission for a two (2) year term expiring May 31, 2027.

I am herewith submitting for your approval the appointment of Jocelyn Ramirez as a member of the G.R.E.E.N. Commission for a two (2) year term expiring May 31, 2027.

All the appointments listed above are qualified to serve on the G.R.E.E.N. Commission.



Village Commission Application

Name

Nick Wesling

Address

Villa Park, Illinois 60181

Primary Phone**Work Phone****Email**

Have you resided within the corporate limits of Villa Park for at least one year?

Yes

Are you between the ages of 13-17?

No

I am interested in serving on the following Commission(s), listed in order of preference:

- Community F.U.N. Commission
- Community Recreation Commission
- Garden Village Commission
- G.R.E.E.N. Commission
- Villa Park Growth Commission
- Historical Preservation Commission
- Plan Commission
- Zoning Board of Appeals
- Senior Concerns Commission
- Board of Fire and Police
- Police Pension Fund Board
- Firefighter's Pension Fund Board
- Sugar Creek Golf Course Administrative Board

First Preference:

G.R.E.E.N. Commission

Second Preference:

Community Recreation Commission

Third Preference:**Employment Background:**

Stepan Company - Senior Supply Chain Planner

bioMerieux - Production Supervisor

Abbott - Production Supervisor

MilliporeSigma - Production Supervisor
MilliporeSigma - Chemist Trainer
MilliporeSigma - Senior Chemist

Education Background:

Elmhurst University - B.S. Biology
Biology Chairpersons Award for Career Readiness in Biology

Have you previously served as an elected or appointed official in Villa Park?

No

Would you be able to attend the Commission's meetings at the dates and times as listed on the Village's website at invillapark.com?

Yes

Signature

Nick Wesling



Village Commission Application

Name

Mike Storino

Address

[REDACTED], Villa Park, Illinois 60181

Primary Phone

[REDACTED]

Work Phone**Email**

[REDACTED]

Have you resided within the corporate limits of Villa Park for at least one year?

Yes

Are you between the ages of 13-17?

No

I am interested in serving on the following Commission(s), listed in order of preference:

- Community F.U.N. Commission
- Community Recreation Commission
- Garden Village Commission
- G.R.E.E.N. Commission
- Villa Park Growth Commission
- Historical Preservation Commission
- Plan Commission
- Zoning Board of Appeals
- Senior Concerns Commission
- Board of Fire and Police
- Police Pension Fund Board
- Firefighter's Pension Fund Board
- Sugar Creek Golf Course Administrative Board

First Preference:

G.R.E.E.N. Commission

Second Preference:**Third Preference:****Employment Background:****Education Background:**

College of DuPage
2010 –2013, 2014
Associates degree

Elmhurst University
2013 –2014

Colorado State University Global campus
2015 – 2016
BS –Communications

Have you previously served as an elected or appointed official in Villa Park?

Yes

If yes, please identify:

Parks and recreation advisory Commission

Would you be able to attend the Commission's meetings at the dates and times as listed on the Village's website at invillapark.com?

Yes

Signature

A handwritten signature in black ink, consisting of a series of loops and a final flourish.



Village Commission Application

Name

Jocelyn Ramirez

Address

[REDACTED], Villa Park, Illinois 60181

Primary Phone

[REDACTED]

Work Phone**Email**

[REDACTED]

Have you resided within the corporate limits of Villa Park for at least one year?

Yes

Are you between the ages of 13-17?

No

I am interested in serving on the following Commission(s), listed in order of preference:

- Community F.U.N. Commission
- Community Recreation Commission
- Garden Village Commission
- G.R.E.E.N. Commission
- Villa Park Growth Commission
- Historical Preservation Commission
- Plan Commission
- Zoning Board of Appeals
- Senior Concerns Commission
- Board of Fire and Police
- Police Pension Fund Board
- Firefighter's Pension Fund Board
- Sugar Creek Golf Course Administrative Board

First Preference:

Green commission

Second Preference:

Plan commission

Third Preference:

Firefighter pension fund board

Employment Background:

Grubhub – Chicago, IL | Talent Acquisition Specialist | March 2024 – March 2025

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Part of 500 people mass layoff after company was acquired by Wonder

In charge of Full Cycle Recruitment: screened, interviewed, and extended offers in the application process.

Independently ran kick-off meetings with Hiring Managers to understand each requisition assigned.

Updated and posted jobs internally and externally, managed requisitions, and dispositioned candidates.

Conducted video and behavioral interviews with candidates.

Structured and negotiated offers, partnering with the Compensation Team and HRBPs to determine appropriate packages.

Guided and coached hiring managers on asking effective, behavior-based interview questions to identify top talent.

Flexed into other business areas and sourced international candidates for the Tech Team.

Owled recruitment for Sales Team.

Built trust with internal stakeholders by filling bilingual roles (Spanish, Mandarin, and Russian)

Implemented AI to streamline the daily recruitment process.

Presented recruitment trends weekly basis with stakeholders and provided recommendations.

Facilitated internal recruitment and promotions while maintaining a white-glove service.

Prepping candidates and debriefing with them before and after interviews.

Sense of urgency to close reqs in a timely manner to fill monthly start classes

Oerlikon – Schaumburg, IL | Talent Acquisition Specialist | March 2022 – March 2024

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Recruited anywhere between 12-25 requisitions.
 Partnered with Hiring Managers and HRBPs to achieve hiring volume and headcount goals,
 gathered key input for candidate profiles, and provided feedback on candidates.
 Sourced top talent using Boolean search strings on LinkedIn, and Indeed.
 Crafted job postings and outreach strategies, improving applicant quality and response rates.
 Created and project-managed Veteran and University Hiring Programs and presented to business
 Grew and nurtured talent pools across the U.S., Mexico, and Canada facilities
 Hosted in-person job interviews and job fairs at various locations.

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Tracked and analyzed recruitment metrics to identify areas for improvement in the talent acquisition process.
 LAUNCH TWS – Oakbrook, IL | Industrial Agency Recruiter | July 2021 – March 2022

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High volume agency recruiter for local Chicago Industrial Division
 Utilized the Illinois Unemployment Website to identify active candidates.
 Proactively built a pipeline for Spanish-speaking blue-collar candidates.
 Translated onboarding documents and pre-screen templates into Spanish for candidates.
 Sourced, screened, submitted, selected, and managed candidates from various platforms, including CareerBuilder and ZipRecruiter.
 Conducted 50 phone screens daily.
 Entered and updated candidate profiles in the iCIMS Applicant Tracking System.
 Consistently met daily, weekly, and monthly activity metrics.
 Built relationships with trade schools and community colleges to enhance employer brand awareness
 Created pipeline for Spanish speaking candidates
 Favorite Healthcare Staffing – Rosemont, IL |Healthcare Recruiter |

March 2018 – December
2021

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Placed RNs and CNAs in short-term contracts and per diem assignments.

Exceeded \$15K monthly billing goals in the Chicagoland area.

Cold-called and generated new business opportunities within the target market and territory.

Successfully onboarded over 15 nurses per week, ensuring compliance with Joint Commission

and Illinois Department of Public Health (IDPH) standards.

Scheduled drug screenings and background checks for candidates.

Collected and verified I-9 documentation to meet employment eligibility requirements.

Education Background:

Bachelors in psychology of UIC

Have you previously served as an elected or appointed official in Villa Park?

No

Would you be able to attend the Commission's meetings at the dates and times as listed on the Village's website at invillapark.com?

Yes

Signature

A handwritten signature in black ink, appearing to be "H. [unclear] [unclear]". The signature is stylized with large, sweeping loops and a prominent initial "H".

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

09.08.25

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/11/2025 - 08/11/2025

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					
10-000-210001	GARBAGE	MELISSA DANNENBERG	UB refund for account: 11-06080-02	10.62	None
10-000-210001	ADMIN FEE	MULLER	UB refund for account: 11-06080-02	47.69	None
10-000-210001	ADMIN FEE	ROBERT HAUSER	UB refund for account: 11-06080-02	4.82	None
10-000-210001	ADMIN FEE	ANGELA M. PALAFOX	UB refund for account: 11-06080-02	6.33	None
10-000-210001	ADMIN FEE	VILLA PARK PHARMACY	UB refund for account: 11-06080-02	7.60	None
10-000-210001	ADMIN FEE	RONAN MANGAN	UB refund for account: 11-06080-02	6.21	None
10-000-210001	ADMIN FEE	SANDRA BLUMENSHINE	UB refund for account: 11-06080-02	8.35	None
10-000-210001	ADMIN FEE	ANDRUSZKIEWICZ, ELIZABETH	UB refund for account: 11-06080-02	20.85	None
10-000-210001	ADMIN FEE	CARLOS CRUZ	UB refund for account: 11-06080-02	27.44	None
10-000-210001	ADMIN FEE	FARIDA SIKANDER	UB refund for account: 11-06080-02	35.48	None
Total Department 000				175.39	
Department: 110 PUBLIC AFFAIRS					
10-110-520600	JULY 2025 TAXI	UNITED DISPATCH	JULY 2025 TAXI	16.50	None
10-110-521102	COURT REPORTING SERVICES	DOERING REPORTING INC	COURT REPORTING SERVICES	1,125.00	None
10-110-565600	PRE EMPLOYMENT PSYCHOLOGIC	C.O.P.S AND F.I.R.E PERSON	PRE EMPLOYMENT PSYCHOLOGICAL - MH	500.00	None
Total Department 110 PUBLIC AFFAIRS				1,641.50	
Department: 121 MANAGER-IT					
10-121-521001	TELEPHONE	SAWYER, BRIAN	MILEAGE-CELL REIMBURSEMENT	49.98	None
10-121-529901	VEEAM ADDITIONAL CLOUD STO	NOBLETEC LLC	VEEAM ADDITIONAL CLOUD STORAGE	1,609.90	None
10-121-529901	MILEAGE	SAWYER, BRIAN	MILEAGE-CELL REIMBURSEMENT	13.27	None
Total Department 121 MANAGER-IT				1,673.15	
Department: 130 FINANCE					
10-130-529900	TEMP HR SCOTT WEEK ENDING	MGT IMPACT SOLUTIONS LLC	TEMP HR SCOTT WEEK ENDING 07/05/25	13,195.00	None
10-130-529900	JUNE 2025 AUDIT PREP	LAUTERBACH & AMEN LLP	JUNE 2025 AUDIT PREP	6,000.00	None
Total Department 130 FINANCE				19,195.00	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-523000	PRINTER SERVICES	KONICA MINOLTA BUSINESS	PRINTER SERVICES	33.36	None
10-140-539900	OTHER SUPPLIES	Homedepot.Com	vaughan 15 in flat bar	17.97	None
10-140-539900	OTHER SUPPLIES	The Home Depot #1982	11 in 1 multi bit impact rated screw	23.97	None
10-140-539900	OTHER SUPPLIES	Homedepot.Com	batteries AA	107.78	None
10-140-539900	OTHER SUPPLIES	Homedepot.Com	creseent 6 in black oxide adjustable	41.69	None
10-140-539900	OTHER SUPPLIES	Homedepot.Com	25 ft magnetic tape measure	75.95	None
Total Department 140 COMMUNITY DEVELOPMENT				300.72	
Department: 150 CENTRAL SERVICES					
10-150-520500	Jackson Area - Lead Notice Usps Po 1680700181		Jackson Area - Lead Notice Certified	5.86	None
10-150-520500	Jackson Area - Lead Notice Usps Po 1680700181		Jackson Area - Lead Notice Certified	5.58	None
10-150-520500	Jackson Area - Lead Notice Usps Po 1680700181		Jackson Area - Lead Notice #3 Certifi	41.02	None
10-150-520500	Jackson Area - Lead Notice Usps Po 1680700181		Jackson Area - Lead Notice #3 Certifi	17.58	None
10-150-531700-010045	IDEAL SEAL FOR POSTAGE MAC POSTAL SOURCE		IDEAL SEAL FOR POSTAGE MACHINE	51.90	None
Total Department 150 CENTRAL SERVICES				121.94	
Department: 160 BUILDINGS & GROUNDS					
10-160-529900	STATION 81 ANNUAL SPRINKLE P A CRIMSON FIRE RISK SERV	STATION 81 ANNUAL SPRINKLER ANNUAL IN		415.00	None
10-160-529900	STATION 82 ANNUAL SPRINKLE P A CRIMSON FIRE RISK SERV	STATION 82 ANNUAL SPRINKLER ANNUAL IN		415.00	None
10-160-529900	HYDRO-JETTED VILLAGE HALL	MIDLAND PLUMBING & SEWER	HYDRO-JETTED VILLAGE HALL	1,600.00	None
Total Department 160 BUILDINGS & GROUNDS				2,430.00	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/11/2025 - 08/11/2025

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: 190 ENGINEERING					
10-190-521000	PHONE AND USAGE REIMBURSEM	VOSKRESENSKI, VASSILI	PHONE AND USAGE REIMBURSEMENT MAY JUN	99.96	None
Total Department 190 ENGINEERING				99.96	
Department: 201 ADMINISTRATION					
10-201-520201	MEAL REIMBURSEMENT - TRAIN	BANASZEWSKI, BART	MEAL REIMBURSEMENT - TRAINING	15.63	None
10-201-520201	MEAL REIMBURSEMENT - TRAIN	GIAMMARINO, DONALD	MEAL REIMBURSEMENT - TRAINING	17.01	None
10-201-520201	TRAINING CLASS BANASZEWSKI	COLLEGE OF DU PAGE	TRAINING CLASS BANASZEWSKI/BORYK/GIAM	5,711.60	None
10-201-520201	2025 ILHIA TRAINING CONFRE	ILLINOIS HOMICIDE	2025 ILHIA TRAINING CONFERENCE	1,770.00	None
10-201-521001	EMPLOYEE PHONE	VERIZON WIRELESS	EMPLOYEE PHONE	1,250.67	None
10-201-529901	MUNICIPAL ENFORCEMENT SYST	DACRA ADJUDICATION SYSTEM	MUNICIPAL ENFORCEMENT SYSTEM - MONTHL	1,750.00	None
Total Department 201 ADMINISTRATION				10,514.91	
Department: 207 POLICE-RECORDS					
10-207-523007	BUSINESS CARDS-BREGMAN/PAG	DEPENDABLE PRINTING SERVIC	BUSINESS CARDS-BREGMAN/PAGAN	162.82	None
Total Department 207 POLICE-RECORDS				162.82	
Department: 208 POLICE-DETECTIVES					
10-208-529908	PHLEBOTOMY SERV VPPC250129	ILLINOIS PHLEBOTOMY SERVIC	PHLEBOTOMY SERV VPPC2501291	425.00	None
10-208-529908	FLOCK CAMERA FKA FALCON	FLOCK SAFETY	FLOCK CAMERA FKA FALCON	3,000.00	None
Total Department 208 POLICE-DETECTIVES				3,425.00	
Department: 209 POLICE-PATROL					
10-209-529909	UNLIMITED CAR WASHES	DELTA SONIC CAR WASH SYSTE	UNLIMITED CAR WASHES	47.97	None
10-209-530109	NEW OFFICER UNIFORM ALLOWA	ALEXANDER STROCKIS	NEW OFFICER UNIFORM ALLOWANCE	3,500.00	None
10-209-530109	UNIFORM ALLOWANCE -NEW OFF	MICHAEL HYLTON	UNIFORM ALLOWANCE - NEW OFFICER MICHA	3,500.00	None
Total Department 209 POLICE-PATROL				7,047.97	
Department: 211 FIRE-ADMIN					
10-211-529901	MDT & iPads Monthly Servic	Vzwrllss Apocc Visb	MDT & iPads Monthly Service	480.28	None
10-211-530301	Annual Membership - JF	Iaai	Annual Membership - JF	103.00	None
10-211-531401	Janitorial Supplies	Case Lots	Janitorial Supplies	476.90	None
10-211-531501	Dishwasher Filter for St.	Amazon Mktp1 Mj7om7h63	Dishwasher Filter for St. 82	15.76	None
10-211-531501	Weed & Grass Killer	Amazon.Com C10v28xb3	Weed & Grass Killer	42.03	None
10-211-531701	Black Frames	Amazon.Com Nq1wc0bj1	Black Frames	25.95	None
10-211-531701	Scanner	Amazon.Com Nr3qw6je2	Scanner	399.99	None
10-211-531701	Expanding File Folders	Amazon Mktp1 N18xq2uh1	Expanding File Folders	15.19	None
10-211-539901	Station Refreshments	Wal-Mart #1848	Station Refreshments	86.38	None
Total Department 211 FIRE-ADMIN				1,645.48	
Department: 212 FIRE PREVENT & PROTECT					
10-212-520222	NAR Training	Paypal Nartraining	NAR Training	20.00	None
10-212-529922	COMPRESSOR MAINT, AIR QUAL	AIR ONE EQUIPMENT INC	COMPRESSOR MAINT, AIR QUALITY TEST, P	900.00	None
10-212-529922	COMPRESSOR REPAIR	AIR ONE EQUIPMENT INC	COMPRESSOR REPAIR	303.92	None
10-212-529922	COMPRESSOR MAINT, AIR QUAL	AIR ONE EQUIPMENT INC	COMPRESSOR MAINT, AIR QUALITY TEST, P	1,160.00	None
10-212-529922	SCBA Mask Bag Name Tag - A	In Kelder Threads Inc	SCBA Mask Bag Name Tag - AO	15.00	None
10-212-530122	FIREFIGHTING GLOVES	AIR ONE EQUIPMENT INC	FIREFIGHTING GLOVES	371.00	None
10-212-530122	FIREFIGHTING GLOVES	AIR ONE EQUIPMENT INC	FIREFIGHTING GLOVES	903.00	None
10-212-539922	TNT Descender, Locks, Lany	Elevated Safety	TNT Descender, Locks, Lanyard	1,411.03	None
10-212-539922	Wingman System & Static Ro	Elevated Safety	Wingman System & Static Rope	1,309.56	None
Total Department 212 FIRE PREVENT & PROTECT				6,393.51	
Department: 232 AMBULANCE/PARAMEDIC					

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/11/2025 - 08/11/2025

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: 232 AMBULANCE/PARAMEDIC					
10-232-539902	Pulse Ox	Oxiline Llc	Pulse Ox	178.00	None
Total Department 232 AMBULANCE/PARAMEDIC				178.00	
Department: 251 PW-ADMN					
10-251-521001	JUNE PHONE BILL	SALERNO, RICHARD	JUNE PHONE BILL	49.98	None
10-251-521001	JULY PHONE BILL	SALERNO, RICHARD	JULY PHONE BILL	49.98	None
Total Department 251 PW-ADMN				99.96	
Department: 255 PW-TRAFFIC					
10-255-529925	VILLAGE SHARE OF SIGNAL MA	ILLINOIS STATE TREASURER I	VILLAGE SHARE OF MONTHLY SIGNAL MAINT	2,431.14	None
10-255-539325	STREET LIGHTS	PJD ELECTRICAL SALES INC	STREET LIGHTS	3,058.00	None
10-255-539325	2 STREET LIGHT POLES	PJD ELECTRICAL SALES INC	2 STREET LIGHT POLES	3,178.00	None
Total Department 255 PW-TRAFFIC				8,667.14	
Department: 257 PW-STREET MAINT					
10-257-534227	HIGH PERFORMANCE COLD	DUPAGE MATERIALS COMPANY L	HIGH PERFORMANCE COLD	320.00	None
10-257-534227	HMA SC N50	DUPAGE MATERIALS COMPANY L	HMA SC N50	133.59	None
10-257-534227	HMA SC N50	DUPAGE MATERIALS COMPANY L	HMA SC N50	319.03	None
10-257-534227	HMA SC N50	DUPAGE MATERIALS COMPANY L	HMA SC N50	641.11	None
10-257-539927	FRIDGE	The Home Depot #1982	fridge	498.00	None
Total Department 257 PW-STREET MAINT				1,911.73	
Total Fund 10 CORPORATE FUND				65,684.18	
Fund: 11 GENERAL FUND-CAPITAL					
Department: 202 EQUIP & SUPPLIES					
11-202-540102	PW 30 DRAINAGE MATS FOR FL	McMaster-Carr	PW 30 DRAINAGE MATS FOR FLOOR OF CABI	319.54	None
11-202-540102	PARTS FOR 2025 F150 TRUCK	O'HERRON CO INC, RAY	PARTS FOR 2025 F150 TRUCK	2,638.12	None
11-202-540102	2025 FORD UTILITY	O'HERRON CO INC, RAY	2025 FORD UTILITY	130.00	None
11-202-540102	SIREN FOR CHIEF CAR	O'HERRON CO INC, RAY	SIREN FOR CHIEF CAR	489.00	None
11-202-540102-035011	LIONS REC MAY'25 CONSTRUCT	WILLIAMS ARCHITECTS	LIONS REC MAY'25 CONSTRUCTION ADMINIS	22,130.69	None
Total Department 202 EQUIP & SUPPLIES				25,707.35	
Total Fund 11 GENERAL FUND-CAPITAL				25,707.35	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-520501	POSTAGE FOR GOLDEN TIMES S	POSTMASTER	POSTAGE FOR GOLDEN TIMES SENIOR NEWSL	450.00	None
Total Department 201 ADMINISTRATION				450.00	
Department: 216 PRP-BLDG & GROUNDS					
35-216-529916	VPRC ALARM SYSTEM MONITORI	SMG SECURITY SYSTEMS INC	VPRC ALARM SYSTEM MONITORING AUG	105.00	None
Total Department 216 PRP-BLDG & GROUNDS				105.00	
Department: 235 PRR-SUMMER					
35-235-529935	YOUTH CONTRACTUAL PROGRAM	FAMBRO MANAGEMENT LLC	YOUTH CONTRACTUAL PROGRAM CHESS	102.00	None
35-235-529935	YOUTH CONTRACTUAL PROGRAM	FAMBRO MANAGEMENT LLC	YOUTH CONTRACTUAL PROGRAM CHESS	255.00	None
35-235-529935	CY25 CONTRACTUAL TAICHI ON	ROBERTSON, JOHN	CY25 CONTRACTUAL TAICHI ONLINE FINAL	112.00	None
35-235-529935	SUMMER EVENT BANNER UPDATE	DESIGNSPRING GROUP INC.	SUMMER EVENT BANNER UPDATES	113.75	None
35-235-529935	EARLY CHILDHOOD CONTRACTUA	SFC CHICAGOLAND LLC	EARLY CHILDHOOD CULINARY CONTRACTUAL	768.00	None
35-235-529935	YOUTH CONTRACTUAL PROGRAM	DIMAGGIO, LISA	YOUTH CONTRACTUAL PROGRAM	234.00	None
35-235-529935	CONTRACTUAL CULINARY CLASS	SUSAN K. MADDOX	CONTRACTUAL CULINARY CLASSES	750.00	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/11/2025 - 08/11/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 35 RECREATION FUND					
Department: 235 PRR-SUMMER					
35-235-529935	SUMMER EVENTS - BANNER UPD KATHY BUSSERT; DESIGNSPRIN SUMMER EVENTS - BANNER UPDATES			113.75	None
35-235-531135	FIELD TRIP WEEK 9 PAYMENT WC PROFESSIONAL BASEBALL L FIELD TRIP WEEK 9 PAYMENT			120.00	None
			Total Department 235 PRR-SUMMER	2,568.50	
			Total Fund 35 RECREATION FUND	3,123.50	
Fund: 41 SWIMMING POOL & REC FUND					
Department: 302 POOL					
41-302-529902	JEFFERSON POOL BABY POOL L AMERICAN LEAK DETECTION	JEFFERSON POOL BABY POOL LEAK		1,500.00	None
			Total Department 302 POOL	1,500.00	
			Total Fund 41 SWIMMING POOL & REC FUND	1,500.00	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 603 REFERENDUM 2014					
60-603-520103	2025 SIDEWALK CONTRACT POS Usps Po 1680700181	2025 Sidewalk - Contract		9.60	None
60-603-529903-E00002	HARVARD (PLYMOUTH TO RIDGE SCHROEDER ASPHALT SVCS INC HARVARD (PLYMOUTH TO RIDGE) CONSTRUCT			222,733.86	None
			Total Department 603 REFERENDUM 2014	222,743.46	
			Total Fund 60 STREET IMPROVEMENT FUND	222,743.46	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 000					
68-000-210001	STORMWATER MGMT PROGRAM	MELISSA DANNENBERG	UB refund for account: 11-06080-02	1.90	None
68-000-210001	STORMWATER MGMT PROGRAM	MULLER	UB refund for account: 11-06080-02	9.49	None
68-000-210001	STORMWATER MGMT PROGRAM	ROBERT HAUSER	UB refund for account: 11-06080-02	0.99	None
68-000-210001	STORMWATER MGMT PROGRAM	ANGELA M. PALAFOX	UB refund for account: 11-06080-02	1.33	None
68-000-210001	STORMWATER MGMT PROGRAM	VILLA PARK PHARMACY	UB refund for account: 11-06080-02	45.60	None
68-000-210001	STORMWATER MGMT PROGRAM	RONAN MANGAN	UB refund for account: 11-06080-02	1.29	None
68-000-210001	STORMWATER MGMT PROGRAM	SANDRA BLUMENSHINE	UB refund for account: 11-06080-02	1.78	None
68-000-210001	STORMWATER MGMT PROGRAM	ANDRUSZKIEWICZ, ELIZABETH	UB refund for account: 11-06080-02	4.02	None
68-000-210001	STORMWATER MGMT PROGRAM	CARLOS CRUZ	UB refund for account: 11-06080-02	5.72	None
68-000-210001	STORMWATER MGMT PROGRAM	FARIDA SIKANDER	UB refund for account: 11-06080-02	7.57	None
			Total Department 000	79.69	
Department: 200 STORM SEWER SEPARATION					
68-200-529908-051801	SALT CREEK BANK STABILIZAT DUPAGE COUNTY STORMWATER M SALT CREEK BANK STABILIZATION WORK			13,328.00	None
			Total Department 200 STORM SEWER SEPARATION	13,328.00	
Department: 202 EQUIP & SUPPLIES					
68-202-520102	DCEO RIDGE RD CONTRACT POS Usps Po 1680700181	DCEO Ridge Rd - Contracts		10.50	None
68-202-529202	PERMITTING; HARVARD & SID V3 COMPANIES OF ILLINOIS	PERMITTING; HARVARD & SIDNEY		245.96	None
			Total Department 202 EQUIP & SUPPLIES	256.46	
			Total Fund 68 STORMWATER BUYOUT FUND	13,664.15	
Fund: 82 WATER SUPPLY FUND					
Department: 000					
82-000-210001	WATER	RICK DUBE	UB refund for account: 11-06080-02	60.41	None
82-000-210001	WATER CHARGE FEE	MELISSA DANNENBERG	UB refund for account: 11-06080-02	1.66	None
82-000-210001	WATER CHARGE FEE	MULLER	UB refund for account: 11-06080-02	8.30	None
82-000-210001	WATER	ROBERT HAUSER	UB refund for account: 11-06080-02	3.60	None
82-000-210001	WATER	ANGELA M. PALAFOX	UB refund for account: 11-06080-02	1.19	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/11/2025 - 08/11/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 82 WATER SUPPLY FUND					
Department: 000					
82-000-210001	WATER	VILLA PARK PHARMACY	UB refund for account: 11-06080-02	30.57	None
82-000-210001	WATER CHARGE FEE	RONAN MANGAN	UB refund for account: 11-06080-02	7.81	None
82-000-210001	WATER CHARGE FEE	SANDRA BLUMENSHINE	UB refund for account: 11-06080-02	5.78	None
82-000-210001	WATER CHARGE FEE	ANDRUSZKIEWICZ, ELIZABETH	UB refund for account: 11-06080-02	7.03	None
82-000-210001	WATER CHARGE FEE	CARLOS CRUZ	UB refund for account: 11-06080-02	15.09	None
82-000-210001	WATER CHARGE FEE	FARIDA SIKANDER	UB refund for account: 11-06080-02	6.61	None
82-000-210001	WATER	CARLOS CRUZ	UB refund for account: 11-06080-02	116.04	None
Total Department 000				264.09	
Department: 201 ADMINISTRATION					
82-201-539901	HP DESIGNJET PLOTTER INK C IMAGING ESSENTIALS		HP DESIGNJET PLOTTER INK CARTRIDGE GR	100.19	None
82-201-540101-E00002	HARVARD (PLYMOUTH TO RIDGE SCHROEDER ASPHALT SVCS INC		HARVARD (PLYMOUTH TO RIDGE) CONSTRUCT	148,489.24	None
Total Department 201 ADMINISTRATION				148,589.43	
Department: 202 EQUIP & SUPPLIES					
82-202-540102	HAUL SPOILS FROM DOME FROM BELL CARTAGE CORP.		HAUL SPOILS FROM DOME	6,000.00	None
82-202-540102	PLYMOUTH WATER TOWER PAINT ERA VALDIVIA CONTRACTORS I		PLYMOUTH WATER TOWER PAINTING	439,470.90	None
Total Department 202 EQUIP & SUPPLIES				445,470.90	
Total Fund 82 WATER SUPPLY FUND				594,324.42	
Fund: 83 WASTEWATER FUND					
Department: 000					
83-000-210001	WWC FEE	MELISSA DANNENBERG	UB refund for account: 11-06080-02	2.10	None
83-000-210001	WWC FEE	MULLER	UB refund for account: 11-06080-02	10.51	None
83-000-210001	SEWER	ROBERT HAUSER	UB refund for account: 11-06080-02	2.10	None
83-000-210001	SEWER	ANGELA M. PALAFOX	UB refund for account: 11-06080-02	1.48	None
83-000-210001	SEWER	VILLA PARK PHARMACY	UB refund for account: 11-06080-02	45.78	None
83-000-210001	SEWER	RONAN MANGAN	UB refund for account: 11-06080-02	3.88	None
83-000-210001	SEWER	SANDRA BLUMENSHINE	UB refund for account: 11-06080-02	3.49	None
83-000-210001	SEWER	ANDRUSZKIEWICZ, ELIZABETH	UB refund for account: 11-06080-02	5.73	None
83-000-210001	SEWER	CARLOS CRUZ	UB refund for account: 11-06080-02	10.02	None
83-000-210001	WWC FEE	FARIDA SIKANDER	UB refund for account: 11-06080-02	8.36	None
Total Department 000				93.45	
Department: 201 ADMINISTRATION					
83-201-539901	HP DESIGNJET PLOTTER INK C IMAGING ESSENTIALS		HP DESIGNJET PLOTTER INK CARTRIDGE GR	100.19	None
Total Department 201 ADMINISTRATION				100.19	
Department: 202 EQUIP & SUPPLIES					
83-202-522102	SEWER FEE'S 01/01/25-06/30 LOMBARD, VILLAGE OF		SEWER FEE'S 01/01/25-06/30/25	1,641.22	None
83-202-532202	TAPE MEASURE	Villa Park Ace	TAPE MEASURE	24.99	None
Total Department 202 EQUIP & SUPPLIES				1,666.21	
Total Fund 83 WASTEWATER FUND				1,859.85	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/11/2025 - 08/11/2025

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 ---					
		10-000-210001	ACCOUNTS PAYABLE	175.39	
		10-110-520600	SENIOR CITIZEN CAB SUBSIDY	16.50	
		10-110-521102	LEGAL SERVICES-POLICE	1,125.00	
		10-110-565600	FIRE & POLICE COMMISSION	500.00	
		10-121-521001	TELEPHONE	49.98	
		10-121-529901	OTHER CONTRACTUAL SERVICES	1,623.17	
		10-130-529900	OTHER CONTRACTUAL SERVICES	19,195.00	
		10-140-523000	PRINTING SERVICES	33.36	
		10-140-539900	OTHER SUPPLIES	267.36	
		10-150-520500	POSTAGE	70.04	
		10-150-531700-010045	OFFICE SUPPLIES	51.90	
		10-160-529900	OTHER CONTRACTUAL SERVICES	2,430.00	
		10-190-521000	TELEPHONE	99.96	
		10-201-520201	TRAINING & CONFERENCES	7,514.24	
		10-201-521001	TELEPHONE	1,250.67	
		10-201-529901	OTHER CONTRACTUAL SERVICES	1,750.00	
		10-207-523007	PRINTING SERVICES	162.82	
		10-208-529908	OTHER CONTRACTUAL SERVICES	3,425.00	
		10-209-529909	OTHER CONTRACTUAL SERVICES	47.97	
		10-209-530109	UNIFORMS	7,000.00	
		10-211-529901	OTHER CONTRACTUAL SERVICES	480.28	
		10-211-530301	DUES & PUBLICATIONS	103.00	
		10-211-531401	JANITORIAL SUPPLIES	476.90	
		10-211-531501	BUILDING MAINT SUPPLIES	57.79	
		10-211-531701	OFFICE SUPPLIES	441.13	
		10-211-539901	OTHER SUPPLIES	86.38	
		10-212-520222	TRAINING & CONFERENCES	20.00	
		10-212-529922	OTHER CONTRACTUAL SERVICES	2,378.92	
		10-212-530122	UNIFORMS	1,274.00	
		10-212-539922	OTHER SUPPLIES	2,720.59	
		10-232-539902	OTHER SUPPLIES	178.00	
		10-251-521001	TELEPHONE	99.96	
		10-255-529925	OTHER CONTRACTUAL SERVICES	2,431.14	
		10-255-539325	STREET LIGHTING MATERIALS	6,236.00	
		10-257-534227	ASPHALT MIX	1,413.73	
		10-257-539927	OTHER SUPPLIES	498.00	
		11-202-540102	CAPITAL OUTLAY	3,576.66	
		11-202-540102-035011	CAPITAL OUTLAY	22,130.69	
		35-201-520501	POSTAGE	450.00	
		35-216-529916	OTHER CONTRACTUAL SERVICES	105.00	
		35-235-529935	OTHER CONTRACTUAL SERVICES	2,448.50	
		35-235-531135	PROGRAM SUPPLIES	120.00	
		41-302-529902	OTHER CONTRACTUAL SERVICES	1,500.00	
		60-603-520103	LEGAL NOTICES	9.60	
		60-603-529903-E00002	OTHER CONTRACTUAL	222,733.86	
		68-000-210001	ACCOUNTS PAYABLE	79.69	
		68-200-529908-051801	OTHER CONTRACTUAL SERVICES	13,328.00	
		68-202-520102	LEGAL NOTICES	10.50	
		68-202-529202	ENGINEERING SERVICES	245.96	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/11/2025 - 08/11/2025

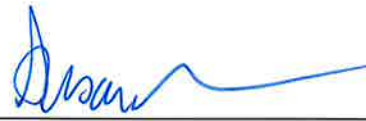
POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		82-000-210001	ACCOUNTS PAYABLE	264.09	
		82-201-539901	OTHER SUPPLIES	100.19	
		82-201-540101-E00002	CAPITAL OUTLAY	148,489.24	
		82-202-540102	CAPITAL OUTLAY	445,470.90	
		83-000-210001	ACCOUNTS PAYABLE	93.45	
		83-201-539901	OTHER SUPPLIES	100.19	
		83-202-522102	LOMBARD SEWER SERVICE	1,641.22	
		83-202-532202	HAND TOOLS	24.99	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	65,684.18	
		11	GENERAL FUND-CAPITAL	25,707.35	
		35	RECREATION FUND	3,123.50	
		41	SWIMMING POOL & REC FUND	1,500.00	
		60	STREET IMPROVEMENT FUND	222,743.46	
		68	STORMWATER BUYOUT FUND	13,664.15	
		82	WATER SUPPLY FUND	594,324.42	
		83	WASTEWATER FUND	1,859.85	
		Total For All Funds:		928,606.91	



8-8-25



8-8-25

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

09.08.25

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/18/2025 - 08/18/2025

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					
10-000-130204	RETIREE SUPPLEMENTAL PLAN	BESTCO BENEFIT PLANS LLC	RETIREE SUPPLEMENTAL PLAN AUGUST	1,677.20	None
10-000-130204	RETIREE SUPPLEMENTAL PLAN	BESTCO BENEFIT PLANS LLC	RETIREE SUPPLEMENTAL PLAN SEPTEMBER	1,677.20	None
10-000-210001	ADMIN FEE	ANDREW CHILDRESS	UB refund for account: 11-01350-02	827.74	None
10-000-210508	430 N LINCOLN - PRPL202500	ILLINOIS SEWER AND DRAIN,	430 N LINCOLN - PRPL202500009 BOND RE	1,200.00	None
10-000-210508	630 S MONTEREY - BP2025-00	MIDLAND PLUMBING & SEWER	630 S MONTEREY - BP2025-0016 BOND RLE	1,200.00	None
10-000-210508	630 S MONTEREY *PRPL202500	MIDLAND PLUMBING & SEWER	630 S MONTEREY *PRPL202500037	1,200.00	None
10-000-210508	1107 S OAKLAND *J2025-0752	THOMAS DINARDO	1107 S OAKLAND *J2025-0752 - BOND RLE	1,550.00	None
Total Department 000				9,332.14	
Department: 110 PUBLIC AFFAIRS					
10-110-523000	FALL 2025 VILLAGE MATTERS	POSITIVE IMPRESSIONS	FALL 2025 VILLAGE MATTERS	642.99	None
10-110-565000	ECC- GREEN CHAMPION AWARD	POSITIVE IMPRESSIONS	GREEN CHAMPION AWARD	145.00	None
10-110-565000	ENVIRONMENTAL CONCERNS COM	WAGNER,ROBERT	ECC- TOOLBOX FOR EVENTS	69.98	None
Total Department 110 PUBLIC AFFAIRS				857.97	
Department: 121 MANAGER-IT					
10-121-527001	EMERGENCY CALL BOX	CDW GOVERNMENT INC	EMERGENCY CALL BOX	464.78	None
10-121-527001	LAPTOP	DELL MARKETING LP	LAPTOP	1,020.36	None
10-121-529901	EVIDENCE SOFTWARE RENEWAL	PORTER LEE CORPORATION	EVIDENCE SOFTWARE RENEWAL	1,065.00	None
10-121-529901	OTHER CONTRACTUAL SERVICES	PROCOM ENTERPRISES LTD	DOOR SOFTWARE	36.00	None
10-121-529901	ADOBE LICENSES	CDW GOVERNMENT INC	ADOBE LICENSES	719.15	None
Total Department 121 MANAGER-IT				3,305.29	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-522400	PERMIT FEE REIMBURSEMENT	STACI PYKOR	14 E MADISON *J2025-1762 - HOME FLOOD	250.00	None
10-140-528500	FSCI REVIEW	FIRE SAFETY CONSULTANTS IN	FSCI REVIEW	12,750.00	None
Total Department 140 COMMUNITY DEVELOPMENT				13,000.00	
Department: 150 CENTRAL SERVICES					
10-150-525000	FSA MONTHLY FEE	WEX HEALTH INC.	FSA MONTHLY FEE	204.74	None
10-150-525000	FSA MONTHLY FEE	WEX HEALTH INC.	FSA MONTHLY FEE	204.74	None
10-150-525000	FSA MONTHLY FEE	WEX HEALTH INC.	FSA MONTHLY FEE	190.49	None
10-150-525000	FSA MONTHLY FEE	WEX HEALTH INC.	FSA MONTHLY FEE	190.49	None
10-150-525000	FSA MONTHLY FEE	WEX HEALTH INC.	FSA MONTHLY FEE	193.56	None
10-150-525000	FSA MONTHLY FEE	WEX HEALTH INC.	FSA MONTHLY FEE	201.38	None
10-150-526100	APRIL 2025 UNDERWRITTING F	IRMA	APRIL 2025 UNDERWRITTING FEE	50.00	None
10-150-526100	MAY 2025 CLAIM DEDUCTIBLES	IRMA	MAY 2025 CLAIM DEDUCTIBLES	237.15	None
10-150-526100	MAY 2025 UNDERWRITING LATE	IRMA	MAY 2025 UNDERWRITING LATE FEE	1,650.00	None
10-150-526100	JUNE 2025 CLAIM DEDUCTIBLE	IRMA	JUNE 2025 CLAIM DEDUCTIBLES	1,649.31	None
10-150-526100	JUNE 2025 UNDERWRITING LAT	IRMA	JUNE 2025 UNDERWRITING LATE FEE	1,500.00	None
Total Department 150 CENTRAL SERVICES				6,271.86	
Department: 160 BUILDINGS & GROUNDS					
10-160-521900	21 W PLYMOUTH 06/11/25-07/	COMMONWEALTH EDISON CO	21 W PLYMOUTH 06/11/25-07/11/25	169.18	None
10-160-521900	SIREN 06/10/25-07/10/25	COMMONWEALTH EDISON CO	SIREN 06/10/25-07/10/25	38.93	None
10-160-521900	JACKSON POND 06/24/25-07/2	COMMONWEALTH EDISON CO	JACKSON POND 06/24/25-07/24/25	65.01	None
10-160-521900	106 S VILLA 06/10/25-07/10	COMMONWEALTH EDISON CO	106 S VILLA 06/10/25-07/10/25	127.31	None
10-160-521900	TRAFFIC SIGNALS 06/12/25-	COMMONWEALTH EDISON CO	TRAFFIC SIGNALS 06/12/25-07/14/25	1,991.92	None
10-160-529900	PD SEWAGE ISSUES	SERVICEMASTER DSI	PD SEWAGE ISSUES	563.18	None
10-160-529900	FIRE STATION RESTORE BED/	LANGTON GROUP	FIRE STATION RESTORE BED/ MULCH/ INST	1,787.00	None
10-160-529900	POLICE FRAGRANCE DISPENSER	STATE INDUSTRIAL PRODUCTS	POLICE FRAGRANCE DISPENSER SYSTEM REF	216.00	None

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BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 160 BUILDINGS & GROUNDS					
10-160-529900	PW FRAGRANCE SYSTEM MAY	STATE INDUSTRIAL PRODUCTS	PW FRAGRANCE SYSTEM MAY	222.48	None
10-160-529900	VH FRAGRANCE SYSTEM APRIL	STATE INDUSTRIAL PRODUCTS	VH FRAGRANCE SYSTEM APRIL	222.48	None
10-160-529900	VH FRAGRANCE SYSTEM	STATE INDUSTRIAL PRODUCTS	VH FRAGRANCE SYSTEM	222.48	None
Total Department 160 BUILDINGS & GROUNDS				5,625.97	
Department: 170 COMMUTER PARKING LOT					
10-170-521900	METRA STN PARK LOT 06/11/2 COMMONWEALTH EDISON CO		METRA STN PARK LOT 06/11/25-07/11/25	51.13	None
10-170-529900	METRA MAINTENANCE 8 MONTHS LANGTON GROUP		ARDMORE AVE BEDS & BRIDGE APRIL	2,195.00	None
Total Department 170 COMMUTER PARKING LOT				2,246.13	
Department: 180 GARAGE					
10-180-521505	UNIFORMS RAGS, MATS CLEANI	CINTAS CORPORATION	UNIFORMS RAGS, MATS CLEANING	47.85	None
10-180-531000	FRONT BRAKE PADS DURANGO P	CHICAGO PARTS & SOUND LLC	FRONT BRAKE PADS DURANGO PD	264.60	None
10-180-531000	DURANGO FRT AND REAR BRAKE	CHICAGO PARTS & SOUND LLC	DURANGO FRT AND REAR BRAKE PADS FOR S	535.68	None
10-180-531000	65 SERIES BATTERY	INTERSTATE BATTERIES OF SO	65 SERIES BATTERY	154.47	None
10-180-531000	PD 191 FOUR NEW TIRES	DUPAGE TIRE & AUTO CENTER	PD 191 FOUR NEW TIRES	594.00	None
10-180-539900	FASTNERS	LOMBARD ACE HARDWARE (GENE	FASTNERS	10.56	None
Total Department 180 GARAGE				1,607.16	
Department: 201 ADMINISTRATION					
10-201-521001	EMPLOYEE CELL/POLE CAMERA	VERIZON WIRELESS	EMPLOYEE CELL/POLE CAMERA	4,780.49	None
10-201-521001	STARCOM RADIO APP - WAVE	MOTOROLA SOLUTIONS INC	STARCOM RADIO APP - WAVE	612.00	None
10-201-529901	TESTS/SCREENINGS- STROCKIS	EDWARD OCCUPATIONAL HEALTH	TESTS/SCREENINGS- STROCKIS	636.00	None
10-201-529901	POLYGRAPH- RICHARD NIEVES	SHAUGHNESSY, KEVIN W	POLYGRAPH- RICHARD NIEVES	250.00	None
Total Department 201 ADMINISTRATION				6,278.49	
Department: 207 POLICE-RECORDS					
10-207-523007	#9 WINDOW ENVELOPES	PRINTSMART PRINTING &	#9 WINDOW ENVELOPES	479.00	None
Total Department 207 POLICE-RECORDS				479.00	
Department: 209 POLICE-PATROL					
10-209-529109	STRAY HOLDING/VACCINE	DUPAGE COUNTY ANIMAL SERVI	STRAY HOLDING/VACCINE	150.00	None
10-209-529909	UNLIMITED CAR WASH 7/5-8/1	DELTA SONIC CAR WASH SYSTE	UNLIMITED CAR WASH 7/5-8/1/2025	146.00	None
10-209-529909	CAR DETAIL ON DODGE DURANG	W&Y DETAILING	CAR DETAIL ON DODGE DURANGO	150.00	None
10-209-530109	BODY ARMOR/COVER -ET-MARTI	JG UNIFORMS INC	BODY ARMOR/COVER -ET-MARTIN	1,207.00	None
10-209-530109	DEPUTY CHIEF BADGE	P.F. PETTIBONE & CO.	DEPUTY CHIEF BADGE	132.50	None
10-209-530109	BADGES FOR TRUSTEES	P.F. PETTIBONE & CO.	BADGES FOR TRUSTEES	1,307.35	None
Total Department 209 POLICE-PATROL				3,092.85	
Department: 211 FIRE-ADMIN					
10-211-521001	PERS DEVICE PHONE REIMB	STAPLETON, STEVEN	PERS DEVICE PHONE REIMB	149.94	None
Total Department 211 FIRE-ADMIN				149.94	
Department: 212 FIRE PREVENT & PROTECT					
10-212-529922	SCBA DECONTAMINATION	AIR ONE EQUIPMENT INC	SCBA DECONTAMINATION	20.00	None
10-212-529922	K65 REPAIR	DARLEY & CO, WS	K65 REPAIR	595.00	None
Total Department 212 FIRE PREVENT & PROTECT				615.00	
Department: 240 GARBAGE					
10-240-299004	JULY 2025 TRASH AND YARD W LAKESHORE RECYCLING SYSTEM		JULY 2025 TRASH AND YARD WASTE	159,391.85	None
Total Department 240 GARBAGE				159,391.85	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 255 PW-TRAFFIC					
10-255-521925	889 W NO STREETLIGHTS 06/1	COMMONWEALTH EDISON CO	889 W NO STREETLIGHTS 06/11/25-07/11/	52.44	None
10-255-521925	STREETLIGHTS 2 06/10/25-07	COMMONWEALTH EDISON CO	STREETLIGHTS 2 06/10/25-07/10/25	41.61	None
10-255-521925	STREETLIGHTS 1 06/05/25-07	COMMONWEALTH EDISON CO	STREETLIGHTS 1 06/05/25-07/07/25	80.31	None
10-255-521925	59 S ARDMORE LITE RT/25 06	COMMONWEALTH EDISON CO	59 S ARDMORE LITE RT/25 06/12/25-07/1	34.15	None
10-255-539525	4 ROLL UP SIGNS & 4 SIGN S	TRAFFIC CONTROL & PROTECTI	4 ROLL UP SIGNS & 4 SIGN STANDS	1,658.18	None
10-255-539525	50 STOP SIGNS, 50 TELSPAR	TRAFFIC CONTROL & PROTECTI	50 STOP SIGNS, 50 TELSPAR POSTS	7,048.80	None
10-255-539525	4 DOUBLE HEAD ARROW SIGNS	TRAFFIC CONTROL & PROTECTI	4 DOUBLE HEAD ARROW SIGNS	372.00	None
Total Department 255 PW-TRAFFIC				9,287.49	
Department: 257 PW-STREET MAINT					
10-257-534227	HMA N50M SC	DUPAGE MATERIALS COMPANY L	HMA N50M SC	377.62	None
Total Department 257 PW-STREET MAINT				377.62	
Total Fund 10 CORPORATE FUND				221,918.76	
Fund: 11 GENERAL FUND-CAPITAL					
Department: 202 EQUIP & SUPPLIES					
11-202-540102	MONTHLY LEASE AUG 2025	ENTERPRISE FM TRUST	MONTHLY LEASE AUG 2025	32,501.71	None
11-202-540202	BINDER LIFT WITH LEG STRAP	BINDER LIFT LLC	BINDER LIFT WITH LEG STRAP EXTENSIONS	1,245.87	None
11-202-540202	PD NEW CAR 198 POLICE STIC	CAR REFLECTIONS	PD NEW CAR 198 POLICE STICKERS	985.00	None
11-202-540202	PD NEW CAR 187 INSTALL POL	CAR REFLECTIONS	PD NEW CAR 187 INSTALL POLICE STICKER	985.00	None
Total Department 202 EQUIP & SUPPLIES				35,717.58	
Total Fund 11 GENERAL FUND-CAPITAL				35,717.58	
Fund: 34 NEDSRA FUND					
Department: 202 EQUIP & SUPPLIES					
34-202-560102	NEDSRA MEMBER PARTNER CONT	NEDSRA	NEDSRA MEMBER PARTNER CONTRIBUTION -	88,787.07	None
Total Department 202 EQUIP & SUPPLIES				88,787.07	
Total Fund 34 NEDSRA FUND				88,787.07	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-529101	BREWFEST CONSULTING FEE	BREWFEST PARTNERS	BREWFEST CONSULTING FEE	3,000.00	None
Total Department 201 ADMINISTRATION				3,000.00	
Department: 216 PRP-BLDG & GROUNDS					
35-216-521916	TENNIS CRTS 06/09/25-07/09	COMMONWEALTH EDISON CO	TENNIS CRTS 06/09/25-07/09/25	126.13	None
Total Department 216 PRP-BLDG & GROUNDS				126.13	
Department: 235 PRR-SUMMER					
35-235-529735	CY25 SUMMER BASKETBALL OFF	OFFICIAL FINDERS LLC	CY25 SUMMER BASKETBALL OFFICITING SER	320.00	None
35-235-529935	CHICAGO PIANO MAN MUSIC TH	PSYHOGIOS, NICHOLAS	CHICAGO PIANO MAN MUSIC THURSDAY CONC	2,000.00	None
35-235-529935	BIG RIGS & KIDS FACE PAINT	SPARKLES ENTERTAINMENT INC	BIG RIGS & KIDS FACE PAINTER	325.00	None
35-235-529935	YOUTH CONTRACTUAL PROGRAM	NADINE SBEI	YOUTH CONTRACTUAL PROGRAM CERAMICS	150.00	None
35-235-529935	CONTRACTUAL DAY TRANING CL	DOGS CAN DO LLC	CONTRACTUAL DAY TRANING CLASS	422.10	None
Total Department 235 PRR-SUMMER				3,217.10	
Total Fund 35 RECREATION FUND				6,343.23	
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-521901	ROTARY PARK 06/10/25-07/10	COMMONWEALTH EDISON CO	ROTARY PARK 06/10/25-07/10/25	40.82	None
36-201-521901	1000 N ARDMORE 06/30/25-07	COMMONWEALTH EDISON CO	1000 N ARDMORE 06/30/25-07/30/25	53.93	None
			Total Department 201 ADMINISTRATION	94.75	
Department: 202 EQUIP & SUPPLIES					
36-202-529902	338 N IOWA LANDSCAPE MAINT	LANGTON GROUP	338 N IOWA LANDSCAPE MAINTENANCE 2 OF	105.14	None
36-202-529902	ARDMORE AVE BEDS & BRIDGE	LANGTON GROUP	ARDMORE AVE BEDS & BRIDGE APRIL	2,041.00	None
36-202-529902	AUG MAINTENANCE POND	SOLITUDE LAKE MANAGEMENT L	AUG MAINTENANCE POND	312.58	None
36-202-532202	HAND TOOLS GARDENING	LOMBARD, VILLAGE OF	HAND TOOLS GARDENING	18.98	None
36-202-540102	LIONS PARK DESIGN DEVELOPM	UPLAND DESIGN LTD	LIONS PARK DESIGN DEVELOPMENT JULY 1	8,280.00	None
36-202-540102	LIONS PARK BALLFIELD RENOV	UPLAND DESIGN LTD	LIONS PARK BALLFIELD RENOVATION DESIG	4,775.44	None
36-202-540102	LIONS PARK CONSTUCTION PRO	HACIENDA LANDSCAPING INC	LIONS PARK CONSTUCTION PROJECT	271,150.52	None
			Total Department 202 EQUIP & SUPPLIES	286,683.66	
			Total Fund 36 PARKS FUND	286,778.41	
Fund: 41 SWIMMING POOL & REC FUND					
Department: 301 POOL&REC-ADMIN					
41-301-521901	JEFF POOL 06/11/25-07/11/2	COMMONWEALTH EDISON CO	JEFF POOL 06/11/25-07/11/25	2,017.43	None
			Total Department 301 POOL&REC-ADMIN	2,017.43	
Department: 302 POOL					
41-302-529902	JEFFERSON POOL HYDRO-JETTE	MIDLAND PLUMBING & SEWER	JEFFERSON POOL HYDRO-JETTED AND TELEV	1,600.00	None
			Total Department 302 POOL	1,600.00	
Department: 303 VPRC					
41-303-521901	320 WILDWOOD AVE 06/10/25-	COMMONWEALTH EDISON CO	320 WILDWOOD AVE 06/10/25-07/10/25	9,220.72	None
41-303-529901	VPRC INSTALL SECURITY SYST	SMG SECURITY SYSTEMS INC	VPRC INSTALL SECURITY SYSTEM	1,202.10	None
41-303-540202	VPRC OFFICE FURNITURE JANE	VILLA PARK OFFICE EQUIPMEN	VPRC OFFICE FURNITURE JANET OFFICE	600.00	None
41-303-540202	VPRC OFFICE FURNITURE	VILLA PARK OFFICE EQUIPMEN	VPRC OFFICE FURNITURE	869.89	None
			Total Department 303 VPRC	11,892.71	
			Total Fund 41 SWIMMING POOL & REC FUND	15,510.14	
Fund: 50 DEBT SERVICE FUND					
Department: 202 EQUIP & SUPPLIES					
50-202-529902	BOND SERIES 2022A	US BANK	BOND SERIES 2022A	600.00	None
			Total Department 202 EQUIP & SUPPLIES	600.00	
			Total Fund 50 DEBT SERVICE FUND	600.00	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
60-210-529210	ARDMORE (IL 38 TO IL 64) P	CIVILTECH ENGINEERING INC	ARDMORE (IL 38 TO IL 64) PHASE 1 PE	42,172.67	None
60-210-529210	VILLA BRIDGE PHASE 1 PE	TRANSSYSTEMS CORPORATION	VILLA BRIDGE PHASE 1 PE	1,897.12	None
60-210-529210-E00005	HIGHLAND (PRINCETON TO SUM	TRANSSYSTEMS CORPORATION	HIGHLAND (PRINCETON TO SUMMIT) PH 2 D	24,506.70	None
			Total Department 210 CONTRACTUAL - SP REV FUNDS	68,576.49	
			Total Fund 60 STREET IMPROVEMENT FUND	68,576.49	
Fund: 64 CAPITAL PROJECTS FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
64-210-529210	SIDEWALK 2025 PHASE 2 DE	EDWIN HANCOCK ENGINEERING	SIDEWALK 2025 PHASE 2 DE	25,111.00	None

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Fund: 64 CAPITAL PROJECTS FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
			Total Department 210 CONTRACTUAL - SP REV FUNDS	25,111.00	
			Total Fund 64 CAPITAL PROJECTS FUND	25,111.00	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 000					
68-000-210001	STORMWATER MGMT PROGRAM	ANDREW CHILDRESS	UB refund for account: 11-01350-02	170.84	None
			Total Department 000	170.84	
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529910	JACKSON AREA CONSTRUCTION	TRINE CONSTRUCTION CORP	JACKSON AREA CONSTRUCTION	526,049.94	None
			Total Department 210 CONTRACTUAL - SP REV FUNDS	526,049.94	
			Total Fund 68 STORMWATER BUYOUT FUND	526,220.78	
Fund: 82 WATER SUPPLY FUND					
Department: 000					
82-000-210001	WATER CHARGE FEE	ANDREW CHILDRESS	UB refund for account: 11-01350-02	148.93	None
			Total Department 000	148.93	
Department: 201 ADMINISTRATION					
82-201-532101	JULY WATER PUMPAGE (51,673 DUPAGE WATER COMMISSION		JULY WATER PUMPAGE (51,673)	299,703.40	None
			Total Department 201 ADMINISTRATION	299,703.40	
Department: 202 EQUIP & SUPPLIES					
82-202-521902	520 N PRINCETON 06/12/25-0	COMMONWEALTH EDISON CO	520 N PRINCETON 06/12/25-07/14/25	280.44	None
82-202-521902	CENTRAL PUMPING STN 06/12/	COMMONWEALTH EDISON CO	CENTRAL PUMPING STN 06/12/25-07/14/25	486.36	None
82-202-521902	WELL #2 06/10/25-07/10/25	COMMONWEALTH EDISON CO	WELL #2 06/10/25-07/10/25	31.36	None
82-202-529902	INSTALL NEW WATERLINE AND	MIDLAND PLUMBING & SEWER	INSTALL NEW WATERLINE AND ICE MAKER	575.00	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	7 1/2 YDS CONCRETE , 6 BAGS OF CEMENT	1,345.00	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	3 YDS CONCRETE , 6 BAGS CEMENT	750.00	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	2 3/4 YDS CONCRETE , 6 BAGS OF CEMENT	731.25	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	3 1/2 YDS CONCRETE , 6 BAGS CEMENT	837.50	None
82-202-539902	PLUMBERS CLOTH, SCRUB BRUS	LOMBARD ACE HARDWARE (GENE	PLUMBERS CLOTH, SCRUB BRUSHES, EXTENS	55.75	None
82-202-540102	JACKSON AREA WATER SYSTEM	CORE & MAIN	JACKSON AREA PROJECT WATER SYSTEM MAT	3,637.00	None
			Total Department 202 EQUIP & SUPPLIES	8,729.66	
			Total Fund 82 WATER SUPPLY FUND	308,581.99	
Fund: 83 WASTEWATER FUND					
Department: 000					
83-000-210001	SEWER	ANDREW CHILDRESS	UB refund for account: 11-01350-02	517.65	None
			Total Department 000	517.65	
Department: 202 EQUIP & SUPPLIES					
83-202-521902	WESTLANDS LIFT STN 06/12/2	COMMONWEALTH EDISON CO	WESTLANDS LIFT STN 06/12/25-07/14/25	49.50	None
83-202-521902	900 N VILLA 06/30/25-07/3	COMMONWEALTH EDISON CO	900 N VILLA 06/30/25-07/30/25	344.33	None
83-202-521902	S VILLA LIFT STN 06/12/25-	COMMONWEALTH EDISON CO	S VILLA LIFT STN 06/12/25-07/16/25	964.70	None
83-202-521902	RT 83 LIFT STN 06/12/25-07	COMMONWEALTH EDISON CO	RT 83 LIFT STN 06/12/25-07/14/25	54.17	None
83-202-521902	YALE/RIDGE LIFT STN 06/12	COMMONWEALTH EDISON CO	YALE/RIDGE LIFT STN 06/12/25-07/14/2	91.09	None
83-202-529902	SERVICE CALL FOR PW GENERA	GENSERVE LLC	SERVICE CALL FOR PW GENERATOR	440.80	None
83-202-529902	REPAIR TO SSO BAR SCREEN -	GASVODA & ASSOCIATES INC	REPAIR TO SSO BAR SCREEN - WWFTF	1,574.00	None
83-202-530202	CHLORINE CONTAINER RENTAL	ALEXANDER CHEMICAL CORP	CHLORINE CONTAINER RENTAL FEE	66.00	None

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Fund: 83 WASTEWATER FUND					
Department: 202 EQUIP & SUPPLIES					
83-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	2YDS CONCRETE	600.00	None
83-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	4 1/2 YDS CONCRETE ,6 BAGS CEMENT	1,063.00	None
83-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	2 3/4 YDS CONCRETE , 6 BAGS CEMENT	731.25	None
83-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	3 1/2 YDS CONCRETE , 6 BAGS CEMENT	837.50	None
83-202-539902	SEWER TRACING DYE	USA BLUEBOOK	SEWER TRACING DYE	115.34	None
83-202-539902	LEADER HOSE REPLACEMENT -	BRISTOL COMPANIES	LEADER HOSE REPLACEMENT - FLUSHER	393.07	None
83-202-540102	14 E MADISON *J2025-1762 -	STACI PYKOR	14 E MADISON *J2025-1762 - HOME FLOOD	1,500.00	None
Total Department 202 EQUIP & SUPPLIES				8,824.75	
Total Fund 83 WASTEWATER FUND				9,342.40	

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--- TOTALS BY GL DISTRIBUTION ---					
		10-000-130204	GROUP INSURANCE REC	3,354.40	
		10-000-210001	ACCOUNTS PAYABLE	827.74	
		10-000-210508	ESCROW: P. W. PROJECTS	5,150.00	
		10-110-523000	PRINTING SERVICES	642.99	
		10-110-565000	ENVIRONMENTAL CONCERNS COMM	214.98	
		10-121-527001	MAINT OF OFFICE EQUIPMENT	1,485.14	
		10-121-529901	OTHER CONTRACTUAL SERVICES	1,820.15	
		10-140-522400	PERMIT FEE REIMBURSEMENT	250.00	
		10-140-528500	CONTRACTUAL PLAN REVIEW	12,750.00	
		10-150-525000	EMPLOYEE BENEFITS	1,185.40	
		10-150-526100	INSURANCE CLAIM LOSSES	5,086.46	
		10-160-521900	UTILITY - ELECTRIC	2,392.35	
		10-160-529900	OTHER CONTRACTUAL SERVICES	3,233.62	
		10-170-521900	UTILITY - ELECTRIC	51.13	
		10-170-529900	OTHER CONTRACTUAL SERVICES	2,195.00	
		10-180-521505	SHOP SERVICES	47.85	
		10-180-531000	MOTOR VEHICLE PARTS & ACCESS	1,548.75	
		10-180-539900	OTHER SUPPLIES	10.56	
		10-201-521001	TELEPHONE	5,392.49	
		10-201-529901	OTHER CONTRACTUAL SERVICES	886.00	
		10-207-523007	PRINTING SERVICES	479.00	
		10-209-529109	ANIMAL HOSPITAL EXPENSE	150.00	
		10-209-529909	OTHER CONTRACTUAL SERVICES	296.00	
		10-209-530109	UNIFORMS	2,646.85	
		10-211-521001	TELEPHONE	149.94	
		10-212-529922	OTHER CONTRACTUAL SERVICES	615.00	
		10-240-299004	OTHER CONTRACTUAL SERVICES	159,391.85	
		10-255-521925	UTILITY - ELECTRIC	208.51	
		10-255-539525	STREET SIGN MATERIALS	9,078.98	
		10-257-534227	ASPHALT MIX	377.62	
		11-202-540102	CAPITAL OUTLAY	32,501.71	
		11-202-540202	NON-CAPITAL OUTLAY	3,215.87	
		34-202-560102	CONTRIBUTIONS	88,787.07	
		35-201-529101	BREWFEET	3,000.00	
		35-216-521916	UTILITY - ELECTRIC	126.13	
		35-235-529735	OFFICIATING SERVICES	320.00	
		35-235-529935	OTHER CONTRACTUAL SERVICES	2,897.10	
		36-201-521901	UTILITY - ELECTRIC	94.75	
		36-202-529902	OTHER CONTRACTUAL SERVICES	2,458.72	
		36-202-532202	HAND TOOLS	18.98	
		36-202-540102	CAPITAL OUTLAY	284,205.96	
		41-301-521901	UTILITY - ELECTRIC	2,017.43	
		41-302-529902	OTHER CONTRACTUAL SERVICES	1,600.00	
		41-303-521901	REC CENTER- UTILITY ELEC	9,220.72	
		41-303-529901	REC CENTER-OTHER CONT SVS	1,202.10	
		41-303-540202	REC CENTER-NON CAPITAL OUTLAY	1,469.89	
		50-202-529902	OTHER CONTRACTUAL SERVICES	600.00	
		60-210-529210	ENGINEERING SERVICES	44,069.79	
		60-210-529210-E00005	ENGINEERING SERVICES	24,506.70	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/18/2025 - 08/18/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		64-210-529210	ENGINEERING SERVICES	25,111.00	
		68-000-210001	ACCOUNTS PAYABLE	170.84	
		68-210-529910	OTHER CONTRACTUAL SERVICES	526,049.94	
		82-000-210001	ACCOUNTS PAYABLE	148.93	
		82-201-532101	PURCHASE OF WATER	299,703.40	
		82-202-521902	UTILITY - ELECTRIC	798.16	
		82-202-529902	OTHER CONTRACTUAL SERVICES	575.00	
		82-202-534402	CONCRETE - REDI MIX	3,663.75	
		82-202-539902	OTHER SUPPLIES	55.75	
		82-202-540102	CAPITAL OUTLAY	3,637.00	
		83-000-210001	ACCOUNTS PAYABLE	517.65	
		83-202-521902	UTILITY - ELECTRIC	1,503.79	
		83-202-529902	OTHER CONTRACTUAL SERVICES	2,014.80	
		83-202-530202	CHEMICALS	66.00	
		83-202-534402	CONCRETE - REDI MIX	3,231.75	
		83-202-539902	OTHER SUPPLIES	508.41	
		83-202-540102	CAPITAL OUTLAY	1,500.00	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	221,918.76	
		11	GENERAL FUND-CAPITAL	35,717.58	
		34	NEDSRA FUND	88,787.07	
		35	RECREATION FUND	6,343.23	
		36	PARKS FUND	286,778.41	
		41	SWIMMING POOL & REC FUND	15,510.14	
		50	DEBT SERVICE FUND	600.00	
		60	STREET IMPROVEMENT FUND	68,576.49	
		64	CAPITAL PROJECTS FUND	25,111.00	
		68	STORMWATER BUYOUT FUND	526,220.78	
		82	WATER SUPPLY FUND	308,581.99	
		83	WASTEWATER FUND	9,342.40	
		Total For All Funds:		1,593,487.85	



8-14-25



8-14-25

Village of Villa Park Board of Trustees

Meeting Minutes – July 23, 2025

Date: July 23, 2025

Time: Meeting called to order at 6:00 PM

Location: Village of Villa Park Board of Trustees Meeting

1. Call to Order & Roll Call

- The meeting was called to order by President Patrick. Clerk Laukant performed the roll call.
 - o **Present:** President Kevin Patrick, Trustees Jorge Cordova, Jack Kozar, Deepa Kumar, and Khalid Sabri
 - o **Absent:** Cari Alfano and Tina Konstatos
- A quorum was established.

2. Pledge of Allegiance

- Attendees stood for the Pledge of Allegiance.

3. Amendments to the Agenda

None

4. Public Comments on Agenda Items

- **Joe Amore:** Item 13g – Consideration of Grade Separation Project on Ardmore. July 14th presentation stated some numbers that he disputed about distances to Route 83 and Grace Street from Ardmore Avenue. In addition, an underpass will prevent access to the parking lots on the north and south side of the tracks. Feels they should concentrate on Metra Pedestrian pass instead of Ardmore Vehicular pass. Funding is available. Elmhurst and Glen Ellyn projects are on hold for lack of funding, both of which included station structures with the underpass. In addition, trains are getting longer.
- **Larry Hebert:** Against spending a million dollars on a study for the grade separation since it will take 8-10 years to get it done. Funds are being cut everywhere right now. Do the study when we might have funds available.
- **Larry Hebert:** Against low speed electric scooters. Dangerous for everyone. Someone will get killed.
Kevin Patrick: Explained that tonight the discussion is about fee structure for fines.
- **Janine Majeski:** Item 11 - Concerns about e-scooters. Explained a situation on Harvard Avenue about a young gentleman on a bike that was traveling fast enough to keep up with a car going down the street (speed limit is 20-25 mph). Then proceeded to try to launch off the stairs where a District 45 person stopped him and spoke to him. Someone is going to get hurt. In addition, she has spoken to people who park on the west side of the street and mentioned a situation where a child was hit.

- **Vicki Flaskamp:** Questioned Item 13g. Do we need to spend a million dollars on that right now? What about the roads that aren't done. Some not touched since 2014. Item 11a – what about hi-speed scooter? And what the fines going to be? Will they be allowed or not and will they be on a separate ordinance? Item 13b – after the abatement at Iowa Community Center, what is going to happen to the building after all the money is spent on it? Are there plans to keep it or not. Item 13f – partial change order for Davis Concrete. Where are the landscape plans? Can they be put on the website?
- **Patrice Gallagher:** Item 11 – questioning the use of e-scooters on the Prairie Path – no motorized vehicles are allowed on the path. How to distinguish what bike is what and the Rules of the Road for the Prairie Path, i.e. speed (miles per hour) and distance required between bikes and pedestrians. Acknowledged Susan Mika – excellent communicator and knowledgeable. Concerned with the short \$2-3 million shortfall and asked to have that clarified. Concerned with the ordinance for the fire station (Item 13d) and grade separation projects (Item 13g).
Michael Rivas: County does issue information on what is allowed on the path.

5. Public Comments on Non-Agenda Items

- **Christine Murphy:** Spoke regarding comments made by Jack Kozar at the 6/23/25 meeting citing that she potentially has 80 FOIA requests which burdened the system. She stated that she had 2 FOIA's pending and current has none.
Jack Kozar: Thanked her for clarifying that. Said he would look into it.
- **Larry Hebert:** Question for the attorney – how much legal notice do we have to have for these special meetings?
Attorney: 48 hours
- No further public comments on non-agenda items.

6. Proclamations

None

7. Presentation

None

8. Appointment to Commission

None

9. Consent Agenda

- The Consent Agenda included the following items:
 - o Approval of the Minutes for the May 12, 2025 Village Board of Trustees Meeting
- Motion to approve the consent agenda made by Trustee Kozar, seconded by Trustee Sabri. Voice vote:
 - o Ayes: All
 - o Nays: None
 - o *Motion passed. Consent Agenda approved.*

10. Ordinance for First Reading

None

11. Ordinance for Second Reading

An ordinance amending the Villa Municipal Code in Order to Authorize and Regulate the Use of Low-Speed Electric Scooters within the Village of Villa Park, Illinois.

This ordinance would amend Section 14-115 of Chapter 14 ("Motor Vehicles and Traffic") of the Villa Park Municipal Code to allow the operation of low-speed electric scooters within accordance with specific regulations. Staff recommends approval.

- Motion to approve the ordinance was made by Trustee Kumar and seconded by Trustee Cordova.
- Trustee Sabri asked if gas powered scooters could be added to this ordinance as well. Chief Kubish and the attorney were not sure of the rules on this item, however, we will look into this going forward. President Patrick stated that if this ordinance passes tonight, an amendment can always be made to it. Trustee Sabri and Trustee Alfano have received phone calls regarding these vehicles that have been personally modified and are very loud. The attorney stated that he is reluctant to change the ordinance at this time without looking into it more. We are planning on a trailer to the ordinance based on comments from the trustees and residents regarding e-bikes and can add gas powered vehicles as well. E-bikes are considered like bicycles and the Village code has a separate ordinance for bikes. E-bikes can be addressed in August. Trustee Kumar agrees with revising the ordinance August. E-bikes are 3 classes. I think we need to advise residents of what is allowed and not allowed for all vehicles. President Patrick questioned the use of hover boards – where do they fall into place? Something to investigate. Trustee Cordova asked about educating the residents as soon as possible for safety purposes. President Patrick agreed and would like to find a way to communicate with school districts (outside of enforcement) with an awareness campaign regarding safety and fines for all of these vehicles.
- Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
Ordinance Passed

12. Ordinances

None

13. Resolutions

- a. Resolution Adopting a Paid Parental Leave Policy for employees of the Village of Villa Park.

This Resolution adopts a Parental Leave Policy for the Employees of the Village of Villa Park. 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. Staff recommended approval.

- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Sabri.

- o Trustee Cordova asked about clear hardship exceptions to be added, concerned about the claw back rules, and consider a graduated forgiveness model for repayment. Manager Rivas referred to Page 62 where there is a provision for this and stated that the Village would definitely be fair to any and all employees. The attorney stated that the clawback states the first week is exempt and the payback would be for 7 weeks, not 8 weeks
 - o Voice Vote:
Ayes: All
Nays: None
 - o Resolution Passed
- b. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract to Husar Abatement, LTD., of Franklin Park, Illinois, in the amount of \$86,000 for the Asbestos Abatement Project at the Iowa Community Center Temporary Fire Station Project.
- This resolution authorizes the Village Manager to execute a contract with Husar Abatement, LTD., of Franklin Park, Illinois, in the amount of \$86,000 for the Asbestos Abatement Project at the Iowa Community Center Temporary Fire Station Project.*
- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Kumar.
 - o Trustee Cordova would like to see a clear breakdown of renovation costs between the temporary fire station at ICC and the permanent fire station at Station 81 and what are the plans for the future for ICC. Chief Stapleton responded that a rough estimate would be \$1,000,000 for Station 81 and \$665,000 for ICC. Station 82 renovations will be budgeted for next year and ICC will be used as a temporary station again for that renovation. In the meantime, ICC can be used for future vehicle storage, temporary location for all other departments, etc. Trustee Cordova asked about access for the north side and south side of town. Chief Stapleton explained there are running orders in place which include assistance from surrounding towns. Trustee Kumar asked about the anticipated completion of Station 81 and ICC. Chief Stapleton anticipates work to be done by April of 2026. Then Station 82 will move into ICC for their renovation which should be in the budget for next year. Station 82 should be quicker to complete.
 - o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
 - o Resolution Passed
- c. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with Midwest Environmental Consulting Services, Yorkville, Illinois for Project Management and Air Quality Monitoring for the Iowa Community Center Abatement Project in the amount of \$23,00.00.
- This resolution authorizes the Village Manager to execute a contract with Midwest Environmental Consulting Services, of Chicago, Illinois, in the amount of \$23,000 for the Asbestos Project Management and Air Quality Testing at the Iowa Community Center Temporary Fire Station Project.*

- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Sabri.
 - o No Discussion
 - o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
 - o Resolution Passed
- d. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with Lite Construction, Inc., for the Fire Station 81 Renovations and Temporary Fire Station 81 in the amount of \$1,603,700.
This resolution authorizes the Village Manager to execute a contract with Lite Construction Inc., of Montgomery, Illinois, in the amount of \$1,603,700 for the Iowa Community Center Temporary Fire Station Project and improvements to Fire Station 81. This project was publicly advertised and competitively bid, with a public bid opening conducted on July 1, 2025. A total of nine bids were received, with Lite Construction Inc. submitting the lowest responsible bid. The Village's architectural and engineering consultant as well as Village staff have reviewed the bid and recommends awarding the contract to Lite Construction Inc. in accordance with the bid specifications.
- o Motion to approve the ordinance was made by Trustee Sabri and seconded by Trustee Kozar.
 - o No Discussion
 - o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
 - o Resolution Passed
- e. Resolution approving an Engineering agreement with Edwin Hancock Engineering Company, of Westchester, Illinois for the Phase III Construction Engineering for the Ridge Road Drainage Improvements in an Amount not to exceed \$47,855.00.
This is a resolution to approve the Village President entering into a professional engineering agreement with Edwin Hancock Engineering Co. for the phase III construction engineering services for Ridge Road Drainage Improvements in the amount not to exceed \$47,855.00. The Village initially planned to staff the project internally, but due to multiple projects happening simultaneously in the Village and previously raised resident concerns, a consultant for the phase III construction engineering is needed to assist staff with oversight of the project. Staff recommends approval.
- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Sabri.
 - o No Discussion
 - o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
 - o Resolution Passed

- f. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Partial Change Order Number 01 to the Contract with Davis Concrete Construction Co. of Monee, Illinois, for Construction of the 2025 Sidewalk Improvements for a Net Addition in the Amount of \$105,500.00.

This Resolution authorizes the Village Manager to execute the change order in substantially the form attached hereto to the contract with Davis Concrete Construction Co., of Monee, Illinois. The Village has a contract with Davis Concrete Construction Co., in the amount of \$288,352.00 for the construction of the 2025 Sidewalk Improvements. Proposed partial Change Order Number 1 consists of the adding additional sidewalk removal and replacement to the scope of the project. The net amount of the proposed partial Change Order Number 1 is an addition in the amount of \$105,500.00, for an adjusted contract amount of \$393,852.00. Staff recommends approval of this change order.

- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Sabri.
- o Trustee Sabri asked where we are on the previous contract. Director Guerra explained that the increase was allowing the Village to use the extra money (that is already in the budget) to fix some of the repairs on our 2-year backlog. Trustee Sabri and Cordova asked that the construction dashboard be updated so they can see the status of the projects and where all the projects are. Director Guerra stated that he would advise his staff to update the website. Trustee Kumar asked if all these funds are part of the 50/50 program. Guerra explained they are, however, the Village covers 100% of sidewalks replaced due to tree damage and any ADA sidewalks.
- o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
- o Resolution Passed

- g. Resolution of Approving an Engineering Agreement with CDM Smith, Inc., of Chicago, Illinois for the Phase I Engineering for the Ardmore Avenue at UPRR Grade Separation in an amount not to exceed \$997,733.00.

This is a resolution to approve the Village President entering into a professional engineering agreement with CDM Smith, Inc., for the phase I preliminary engineering services for a proposed grade separation of the Union Pacific Rail Road (UPRR) at Ardmore Ave. for an amount not to exceed \$997,733.00. The Village has previously performed a feasibility study which determined Ardmore was the most suitable location for a grade separation with the UPRR. The Village has received confirmation of an Illinois Commerce Commission (ICC) Grant to help offset the cost of the phase I engineering. Staff recommends approval.

- o Motion to approve the ordinance was made by Trustee Kozar and seconded by Trustee Cordova.
- o Trustee Kumar stated that this is a large amount of money and not clear on how much the project will cost. Not in favor. Trustee Kozar stated that this is a lot of money at this time and would like to work closely with Joe Amore on other

possible options. This project can always be brought back at a later date. Not in favor at this time. Trustee Cordova stated that the Comprehensive Plan talks about this project. Concerned we may not get any grants or funding if we don't proceed with the study. Guerra stated that we budgeted for \$600,000 in the 2025 budget for this. The scope of work was for both vehicular and pedestrian. He stated it is better to do both at the same time since many items are covered in both projects. Trustee Kumar asked that if we ask for federal funding for just the pedestrian portion, could we get an estimate on that for Phase I. Director Guerra stated that he believes it would be closer to the \$600,000 range.

- o Roll Call Vote:
Ayes: Cordova
Nays: Kozar, Kumar, Sabri.
- o Resolution Did Not Pass

14. Unfinished Business

- **Trustee Kumar:** Phase I – Pedestrian Underpass – would like an estimate on that project.

15. New Business

- **Trustee Kumar:** Add to the agenda Policies and Procedures for appointment of Commissioners at the beginning of the next meeting for a first reading.

16. Village Commission Reports

None

17. Village Clerk's Report

Nothing to report.

18. Village Trustees' Report

- o **Trustee Kumar:** Happy that we are finally passing an ordinance on e-scooters and looking into e-bikes as well.
- o **Trustee Sabri:** Nothing to report.
- o **Trustee Cordova:** With this heat, I like seeing the residents rally around each other and check on each other. Be safe.
- o **Trustee Kozar:** Would like to applaud the Board having a 1 hour 10 minute board meeting.

19. Village President's Report

As President, I have the pleasure of serving on the Board of Directors at DuComm. Chief Stapleton and I attend meetings regularly. Thank you to Chief Stapleton, OEM and DuComm.

20. Village Manager's Report

I would like to introduce the Village's new Parks and Recreation Director, Tim Howe. Tim spoke and thanked the Village for the opportunity. Excited to be here.

21. Executive Session

None

22. Adjournment

- Motion to adjourn made by Trustee Cordova, seconded by Trustee Sabri. Voice vote:
 - o Ayes: All
 - o Nays: None
 - o *Motion passed. Adjournment approved.*

Respectfully Submitted,

Rolf Laukant
Village Clerk

Village of Villa Park Board of Trustees

Meeting Minutes – July 28, 2025

Date: July 28, 2025

Time: Meeting called to order at 7:00 PM

Location: Village of Villa Park

20 S. Ardmore Avenue

Village Hall, Boardroom

Villa Park, IL 60181

1. Call to Order & Roll Call

- The meeting was called to order by President Patrick. Clerk Laukant performed the roll call.
 - o **Present:** President Kevin Patrick, Trustees Jorge Cordova, Jack Kozar, Deepa Kumar, Cari Alfano, and Khalid Sabri
 - o **Absent:** Tina Konstatos
- A quorum was established.

2. Pledge of Allegiance

- Attendees stood for the Pledge of Allegiance.

3. Amendments to the Agenda

- o Motion by Trustee Alfano and seconded by Trustee Sabri to move Item 7a before Public Comments. Voice Vote:
- o Ayes: All
- o Nays: None

Motion passed

4. Public Comments on Agenda Items

- **Joe Amore:** Item 10 a, b, c, and d – not present, email read. Asked the Board to vote “no” on these items. Referenced language of the ordinance and the 2025 Comprehensive Plan. Expresses lack of transparency for not having open an open application process and keeping the Trustees it the dark.

- **Ivan Figueroa:** As a Jr. Commissioner, the commissions is an opportunity to get involved. Also feels that his involvement represents the Latino community also. He asked the Board to vote “no”. President Patrick states that nowhere does it say that Jr. Commissioners are going away.
- **Jason Jarrett:** Addressed separate P & Z commissions – recommends the date be set for current commissions to complete its current business. Also allows time for staff to update procedures and forms.
- **Tom King:** Item 11 – In full support of restructuring and dissolution of current commissions which is a necessary step for modernizing our village operations. Proposed structure is in line with National Best Practices and guided by the Village’s own Comprehensive Plan.
- **Bob Wagner:** Item 10b, 10d and 11a – Vote “no” on 10b and 10d – referenced the “white paper” and the Video Production Commission. In March 2023, the Video Production Commission ordinance was revised and approved by all Trustees. Thanked the Board for appointments to the commissions he was on. Recommends an end of the year effective date.
- **Marianne Greco:** Item 11 – disappointed with the restructure of the commissions. Referenced the “white paper”. Wished the potential volunteers the best. Blame goes to the Board of Trustees. President Patrick stated that no one is blaming the commissions for anything.
- **Molly Kranz:** Vote “no” getting rid of the commissions. COW meetings are handled like board meetings. Emails have been sent with no response.
- **Vicki Flaskamp:** Move forward with an open mind and support the commissions.
- **Justin Schlensky:** Item 10c - All the time that has been given – don’t appreciate the way the commissions were told about the changes. Vote “no”.

5. Public Comments on Non-Agenda Items

- **Chuck Pickerill:** Issues with violations issued in regards to extensions granted for his property at 249 E. Kenilworth.
- **Jason Jarrett:** President of the Elmhurst Bike Club – gave some recommendations regarding e-bikes and micromobility devices. Education is key for children and parents.
- **Larry Hebert:** Asked the board to use the microphones – hard to hear them. Asked the Board to address the article in the Villa Park Review about unpaid bills. Supports Trustee Alfano as Deputy Village President.
- **Tom King:** Recognized the Villa Park Mariners Swim Team who placed 2nd in the DuPage County Swim and Dive Conference Red Division. Thanked Public Works, Director Guerra, ECC and board for the service line replacement program and would like to push other residents to use the program.
- **Bob Wagner:** Spoke about the presentation to the ECC by Community Solar regarding the Solar Array Project for DuPage County residents. This is an opportunity for residents to save on energy costs.

- **Ansaf:** Spoke about Islam God – would like to clear misconceptions in hopes of us being less divided. Referenced several bible readings.

6. Proclamations

None

7. Presentation

a. 2025 Independence Day Parade Awards:

Best Music Performance – DuPage Marching Band
 Best Use of Theme – Northwest Suburban Concert Band
 Most Patriotic – St. Paul Lutheran Church
 Community Choice Award – Midland Plumbing

b. Diane Blair Sherlock – spoke about Constituent Services, Town Hall meetings via Zoom, State Senator visit, Environmental Advisory Council, Geek Palooza, Health Coverage Basics presentation, Cash Event and Sr. Health Fair. Not in support of public transit bill. Strong supporter of young people's involvement.

8. Consent Agenda

- The Consent Agenda included the following items:
 - o Approval of the Committee of the Whole Meeting held on June 9, 2025
 - o Approval of the Minutes of the Village Board of Trustees Meeting held on June 9, 2025
 - o Bill Listing for the week of July 7, 2025 in the amount of \$616,641.30 and July 14, 2025 in the amount of \$531,164.09.
 - o Motion to approve the consent agenda made by Trustee Kumar, seconded by Trustee Kozar.
 - o Motion made by Trustee Alfano to table 8a and 8b until the August 11, 2025 meeting due to the minutes not being in the packet. Seconded by Trustee Cordova.

Roll Call Vote:

Ayes: Trustees Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion Passed

Discussion for 8c:

Trustee Alfano – Asked for verification that we are up to speed on the utility bills. Susan Mika stated that Nicor is up-to-date, however, finance is still in discussions with Com Ed regarding issues with some invoices and distribution of funds to several accounts.

Roll Call Vote:

Ayes: Trustees Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion Passed

9. Ordinance for First Reading

An ordinance amending Section 14-207 (c), No Parking Zones of the Villa Park Municipal Code
To approve an ordinance to amend Section 14-207 (c), No Parking Zones for the deletion of the no parking restriction on the north side of Wildwood Avenue from Illinois Avenue to a point one hundred ninety (190) feet east of the east right-of-way line of Euclid Avenue and the addition of a no parking restriction on the south side of Wildwood Avenue from Illinois Avenue to Myrtle Avenue.

Trustee Alfano is happy to see some movement on this item.

- o Motion to waive 1st reading made by Trustee Kozar and seconded by Trustee Alfano.

No Discussion

Voice Vote:

Ayes: 4

Nays: 1

Motion passed.

- o Motion to approve ordinance made by Trustee Kozar and seconded by Trustee Sabri.

Trustee Cordova asked if there was a recommendation from Traffic & Safety for this ordinance. Trustee Kozar showed the results from the Traffic & Safety Commission votes.

Roll Call Vote:

Ayes: Trustees Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion Passed

10. Ordinance for Second Reading

- a. An ordinance of the Village of Villa Park, DuPage County, Illinois amending Article XXVIII of Chapter 2 of the Villa Park Municipal Code dissolving the Economic Development Commission and creating the Villa Park Growth Commission.

This ordinance amends Chapter 3 Sec. 2-28 (Economic Development Commission), dissolving the Economic Development Commission and creating the Villa Park Growth Commission in its place. This ordinance received a first reading on June 23, 2025 and was discussed at the COW meeting on July 14, 2025.

- o Motion to approve the ordinance was made by Trustee Kozar and seconded by Trustee Sabri.
- Trustee Kumar stated the white paper is attached and expressed at length her feelings on it. The Board needs to compromise. President Patrick explained that Trustee

Kumar asked for her packet or information that she had to be part of the agenda. President Patrick read the policies and procedures for something to be added to the agenda that are required to be followed and they were not.

- Trustee Cordova stated that he just sent the mail that Trustee Kumar sent last week to be posted on the next agenda. He also stated that his vote is not a reflection of the newly appointed individuals. He will vote “no” on dissolving of the commissions. The process was deeply flawed and could have been handled differently. How we go about change matters.
- Trustee Alfano thinks people feel like they don’t matter or aren’t welcome. Some don’t want to come to the Board meetings but want to volunteer. There is a brokenness in communication with the Board and the commissions. We need to look at how we are moving forward with the commissions. My vote tonight does not reflect how I feel about any commission or commissioners. Trustee Patrick stated he does not get any of these emails and have many other conversations that are completely opposite what you are saying.
- Trustee Kumar returns with her comments and says this is a one man show. She states she is a voice of reason. President Patrick is not listening to the people of Villa Park. Asked all Board members to think it through. President Patrick devalued years and years of their service.
- Trustee Alfano asks why is this restructuring needed and can the Village operate without commissions. President Patrick explained that the state mandates 3 commissions. Commissions are a way that Village life is enhanced. I do want to remind everyone on the Board to refer to each other as Trustee, not first name.
- Village Attorney explained to Trustee Kumar that the Jr. Commissioner position is not going away or being amended.
- President Patrick addressed Trustee Kumar regarding disclosing names of resident we have communicated with yet you have communicated with hundreds of residents, are you willing to go through the same process. This is restructuring. This is what we are supposed to do. This is responsible.
- Roll Call Vote:

Ayes: Trustees Alfano, Kozar, Kumar, Sabri

Nays: Cordova

Ordinance Passed

- b. An ordinance of the Village of Villa Park, DuPage County, Illinois amending Articles XIII and XXV of Chapter 2 of the Villa Park Municipal Code dissolving the Parks and Recreation Advisory Commission and the Environmental Concerns Commission and creating the Garden Village Commission and the Community Recreation Commission. *This ordinance amends Chapter 3 Secs. 2-13 (Parks and Recreation Advisory Commission) and 2-25 (Environmental Concerns Commission), dissolving both commissions and creating in their place the Garden Village Commission and the Community Recreation Commission. This ordinance received a first reading on June 23, 2025 and was discussed at the COW meeting on July 14, 2025.*
 - o Motion to approve the ordinance was made by Trustee Kozar and seconded by Trustee Sabri.

- Trustee Kumar not in favor of dismantling the ECC but not against installing a Growth Commission. How can we make an amendment to address keeping ECC but also create the Growth Commission. The Village Attorney advised to make a motion to amend this and to remove the dissolution of ECC. There is some overlap of duties which can be addressed later.
 - Motion to amend this ordinance to remove the section that dissolves the ECC and continue with the rest made by Trustee Kumar and seconded by Trustee Cordova.
- Trustee Alfano asked if this will be brought up at a later time or will the ECC exist also. Trustee Kumar said she is find bringing this up at a later time.

Roll Call Vote:

Ayes: Trustee Cordova, Kumar

Nays: Trustee Kozar, Alfano, Sabri

Motion to amend does not pass.

No further discussion.

Roll Call Vote:

Ayes: Trustee Alfano, Kozar, Sabri

Nays: Trustee Cordova, Kumar

Ordinance Passed

- c. An ordinance of the Village of Villa Park, DuPage County, Illinois amending Articles XVI and XVII of Chapter 2 of the Villa Park Municipal Code dissolving the Planning and Zoning Commission and creating the Plan Commission and the Zoning Board of Appeals, and amending Chapter 18 regarding Planning and Development.
This ordinance amends Chapter 3 Sec. 2-16 (Planning and Zoning Commission) and 2-17 (Reserved), dissolving the Planning and Zoning Commission and creating in its place the Plan Commission and the Zoning Board of Appeals. The ordinance also amends Chapter 18, Secs. 18-102, 18-201, 18-202 and 18-203 (Planning and Development). This ordinance received a first reading on June 23, 2025 and was discussed at the COW meeting on July 14, 2025.
 - Motion to approve the ordinance was made by Trustee Kozar and seconded by Trustee Sabri.
 - Motion to amend the dissolution until after the public hearings on 8/14 and 8/21 if there is already one established made by Trustee Alfano and seconded by Trustee Kozar.
- Village Attorney agreed that it should be postponed since these were continued from a prior meeting.
- Trustee Cordova asked if they are still dissolving this and the existing commissioners will stay on for a couple weeks?
- Trustee Kozar asked if Michelle House could come up and brief us on the status of the current P & Z cases. Michelle House explained there is one case that was continued that involved a lot of discussion for rezoning or taking the variation route. May be beneficial for existing commission to handle that one. The other 2 can be handled by the new commission.

Roll Call Vote (for amendment):

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion for Amendment Passed

Trustee Kumar states she is against splitting Planning & Zoning. The Village is not modernizing; it is stepping backwards.

Roll Call Vote:

Ayes: Trustee Alfano, Kozar, Sabri

Nays: Trustee Cordova, Kumar

Ordinance Passes

- d. An ordinance of the Village of Villa Park, DuPage County, Illinois amending Article XXII, XXX, and XXXII of Chapter 2 of the Villa Park Municipal Code dissolving the Traffic and Safety, the Video Production Commission and the Special Events Review Committee. *This ordinance amends Chapter 3 Sec. 2-28 (Traffic and Safety Commission), Sec. 2-30 (Video Production Commission) and Sec. 2-32 (Special Events Review Committee). This ordinance received a first reading on June 23, 2025 and was discussed at the COW meeting on July 14, 2025.*

- Motion to approve the ordinance was made by Trustee Kozar and seconded by Trustee Sabri.

No Discussion

Roll Call Vote:

Ayes: Trustee Alfano, Kozar, Sabri

Nays: Trustee Cordova, Kumar

Ordinance passed

- e. An ordinance of the Village of Villa Park, DuPage County, Illinois amending Article IV of Chapter 2 of the Villa Park Municipal Code creating the Office of Deputy Village President.

This ordinance amends Sections 2-422 and 2-427 of Chapter 2 of the Villa Park Municipal Code to create the Deputy Village President. This ordinance received a first reading on June 23, 2025.

- Motion to approve the ordinance was made by Trustee Sabri and seconded by Trustee Kozar.
- Trustee Kumar is not in favor. Past practice is the 2 oldest trustees will run a meeting. I am capable as well as Jack Kozar. Is it possible that Manager Rivas could run a meeting. The Village Attorney noted that Manager Rivas cannot run a meeting since it has to be an elected official. Trustee Kumar asked if the Board could choose the longest tenured Trustees to run the meeting. She stated this particular ordinance is strange and is very suspicious and not comfortable with it.
- Trustee Kozar stated that Trustee Alfano will do a fine job. He is not interested and thank you to Trustee Alfano for stepping up to do this.

- Trustee Cordova asked if there is anything in the ordinance about timing for the Deputy Village President to step in. The Village Attorney said that with this position, timing is not an issue. This position only allows Trustee Alfano to run board meetings.
- Village Attorney explained that if there is a permanent vacancy in the office, the Board of Trustees would choose who would be the interim President until a special election was held or the regular election (depending on how long until the term is over).

Roll Call Vote:

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Ordinance passed

11. Ordinances

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, authorizing and approving an agreement to renew the Aggregation Program for Electrical Load and authorizing a Master Power Supply Agreement with MC Squared Energy Services LLC.

This Resolution would authorize and approve an agreement with MC Square Energy Services LLC to provide full requirements electricity supply and related services for the Village's electric aggregation program. The Environmental Concerns Commission recommends approval. The Village Board must decide between a Price to Compare (PTC) program and a fixed rate program, which the Village currently has.

- o Motion to approve the ordinance was made by Trustee Kozar and seconded by Trustee Alfano.
- Trustee Kozar confirmed that if the current contract expires, the Village goes back to ComEd. Trustee Kozar would like to continue to the 8/11 meeting so residents have time to ask questions.
- Trustee Cordova asked about dropping in the ranking if the Village chooses the Price to Compare program.
- Village Attorney asked NIMEC representative if the Village will be at a disadvantage if it gets moved to the 8/11 meeting. NIMEC representative stated that there would just be extra work that needs to be done prior to the meeting.
- Manager Rivas inquired about losing the status as an EPA green community if the Village choose the PTC program and if the Village could lose grants by not being 100% renewable energy.

Roll Call Vote:

Ayes: Trustees Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion Passed

12. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, approving Change Order Number 01 to the contract with Trine Construction Corp. of St. Charles, Illinois, for construction of the Jackson Area Improvement Project for a net addition in the amount of \$172,373.34.

This Resolution authorizes the Village President to execute the change order in substantially the form attached hereto to the contract with Trine Construction Corp., of St. Charles, Illinois. The Village has a contract with Trine Construction Corp. in the amount of \$6,487,050.50 for the construction of the Jackson Area Improvement Project. Proposed change order number 1 consists of the partial balancing of the contract. The net amount of the proposed Change Order Number 1 is an addition in the amount of \$172,373.34, for an adjusted contract amount of \$6,659,423.84. Staff recommends approval of this change order.

- o Motion to approve the resolution was made by Trustee Sabri and seconded by Trustee Cordova.

No Discussion

Voice Vote:

Ayes: All

Nays: None

Resolution Passed

- b. Resolution of the Village of Villa Park, DuPage County Illinois, approving and authorizing an Employment Separation and Release Agreement with Marc McLaughlin.

- o Motion to approve the ordinance was made by Trustee Sabri and seconded by Trustee Kozar.

No Discussion

Roll Call Vote:

Ayes: Cordova, Kozar, Kumar, Sabri

Nays: None

- o Resolution Passed

13.Appointments

- a. Appointment of Commissioners to the Community Recreation Commission:

Katie Wagner – Commissioner – Until May 31, 2028

Nate Cook – Commissioner – Until May 31, 2028

John Dorhauer – Commissioner – Until May 31, 2027

Darryl Thompson – Commissioner – Until May 31, 2027

Tammy Henderson – Commissioner – Until May 31, 2026

Katie Wagner – Chair – Upon Initial Appointment

- o Motion to approve appointments made by Trustee Kozar and seconded by Trustee Sabri

No Discussion

Roll Call Vote:

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion passed.

b. Appointment of Commissioners to the Villa Park Growth Commission:

Matt Weis – Commissioner – Until May 31, 2028

Brandon Schreiner – Commissioner – Until May 31, 2028

Melissa White – Commissioner – Until May 31, 2027

Brian Wong – Commissioner – Until May 31, 2027

Al Stasch – Commissioner – Until May 31, 2026

Matt Weis – Chair – Upon Initial Appointment

o Motion to approve appointments made by Trustee Sabri and seconded by Trustee Kozar

No Discussion

Roll Call Vote:

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion passed.

c. Appointment of Commissioners to the Plan Commission:

Marianne Gonzalez – Commissioner – Until May 31, 2028

John “Jack” Cuthbertson – Commissioner – Until May 31, 2028

Matt D’Alessandro – Commissioner – Until May 31, 2027

Mahmood Khan – Commissioner – Until May 31, 2027

Jason Jarrett – Commissioner – Until May 31, 2026

Marianne Gonzalez – Chair – Upon Initial Appointment

o Motion to approve appointments made by Trustee Sabri and seconded by Trustee Kozar

Trustee Kumar asked what the policies are going to be moving forward.

Village Attorney responded that Rules & Procedures will be on the next agenda and will work Trustee Kumar to put together what is trying to be accomplished.

Roll Call Vote:

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion passed.

d. Appointment of Commissioners to the Garden Village Commission:

Steve De La Rosa – Commissioner – Until May 31, 2028

Patrice Gallagher – Commissioner – Until May 31, 2028

Lynn Smith – Commissioner – Until May 31, 2027

Pete Soltesz – Commissioner – Until May 31, 2027

Renee Alvarez – Commissioner – Until May 31, 2026

Steve De La Rosa – Chair – Upon Initial Appointment

- o Motion to approve appointments made by Trustee Sabri and seconded by Trustee Kozar

No Discussion

Roll Call Vote:

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion passed.

e. Appointment of Commissioners to the Villa Park Growth Commission:

Rodney Pate – Commissioner – Until May 31, 2028

Wanda Ackermann – Commissioner – Until May 31, 2028

Vicki Flaskamp – Commissioner – Until May 31, 2027

Troy Clampit – Commissioner – Until May 31, 2027

Richard Gonzalez – Commissioner – Until May 31, 2026

Rodney Pate – Chair – Upon Initial Appointment

- o Motion to approve appointments made by Trustee Sabri and seconded by Trustee Kozar

No Discussion

Roll Call Vote:

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion passed.

f. Appointment of Trustee Carine “Cari” Alfano as Deputy Village President

- o Motion to approve appointments made by Trustee Kozar and seconded by Trustee Sabri

No Discussion

Roll Call Vote:

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion passed.

14. Unfinished Business

Trustee Alfano asked to bring back Commissioner Handbook, specifically regarding Jr. Commissioners.

Trustee Alfano asked to Director Guerra to explain the sidewalk replacements on Harvard near North School, per a resident's inquiry. Director Guerra explained that sidewalks that are damaged, in poor condition or are part of the method of construction (i.e. new approaches) are replaced. Not all squares are replaced due to the cost of replacing them all.

15. New Business

Due to Trustee Konstatos's absence, Trustee Kumar made a motion:

- o Motion to move this item to New Business at the next board meeting on August 11, 2025 and seconded by Trustee Alfano.

Roll Call Vote:

Ayes: Trustee Alfano, Cordova, Kozar, Kumar, Sabri

Nays: None

Motion passed.

Trustee Kumar requested adding to New Business the issue of excessive traffic on North Yale Avenue near the Target. Residents have expressed concern.

16. Village Commission Reports

None

17. Village Clerk's Report

Nothing to report.

18. Village Trustees' Report

- o **Trustee Kumar:** Not in favor of the changes today, but I do welcome all new commissioners. I am available to anyone who would like to contact me regarding the new commission issue. I feel it has been totally unfair.
- o **Trustee Sabri:** Welcome to our new chairs appointed today. We value the past commissioners also and want to work with you. Change is difficult but sometimes necessary.
National Night Out is on August 5 at Cortesi Park. Please come out and celebrate with us.
- o **Trustee Alfano:** Again it is an honor and privilege to serve you.
Congratulations to all the winners of the Independence Day Parade Awards. Thank you to Sarah O'Donnell, CEO of Tri-Towns YMCA for all her work with our community. She is leaving Tri-Towns and I wish her luck.
National Night Out is August 5. The FUN Commission has asked me to ask everyone to stop by their tent at the National Night Out and hear about all the upcoming events.
Stay hydrated and keep an eye on your neighbors, friends and family and take care of each other.
Congratulations to the Mariners Swim Team who placed 2nd at the A Conference. Thanks to the coaches, parent volunteers, parent board and Village staff.
I would like to ask if there is a place at the Parks and Rec building that we can display the trophies the Mariners have earned.
I commend the volunteers for giving back to the community. Volunteers are needed who will always put the community first.
- o **Trustee Cordova:** Nothing to report.
- o **Trustee Kozar:** Nothing to report.

19. Village President's Report

I have been President for 78 days. The Village was in crisis when I took office. Finances were a disaster. Previous board asked for financial information which was never received. When the board chose to move in a different direction, to change leadership, it was met with hostility. The loudest critics were former elected officials who had previously sat on this dais. Within 3 weeks, Manager Rivas and Susie Mika have stabilized our workforce, uncovered financial gaps and gave information we were asking for all along. My job is to rebuild and one part of rebuilding requires modernizing and restructuring our commissions. And the same critics returned with no solutions. Do not lecture me about democracy. I have built stable relationships with people in Villa Park. I believe in this Village and you. I ask you to believe in me and us on this Board.

20. Village Manager's Report

Remind everyone about National Night Out on 8/5. I will be there. Hope all will attend. Board members received a FOIA report and financial report on the dais tonight. The FOIA report was not completed in time to add to the agenda. Susie Mika explained the financial report for June.

Trustee Kumar asked Susie Mika to confirm that the financials are worst case scenario and could look better once things get caught up. Trustee Kumar asked about TIF funds and Susie stated that she needs to get more information on the TIFs.

21. Executive Session

None

22. Adjournment

- Motion to adjourn made by Trustee Kozar, seconded by Trustee Alfano
 - o Voice vote:
 - o Ayes: All
 - o Nays: None
 - o *Motion passed. Adjournment approved.*
- Time of adjournment: 10:19 p.m.

Respectfully Submitted,

Rolf Laukant
Village Clerk

Village of Villa Park Board of Trustees

Committee of the Whole

Meeting Minutes – August 11, 2025

Date: August 11, 2025

Time: Meeting called to order at 6:00 PM

Location: Village of Villa Park

20 S. Ardmore Avenue

Village Hall, Boardroom

Villa Park, IL 60181

1. Call to Order & Roll Call

- The meeting was called to order by President Patrick. Clerk Laukant performed the roll call.
 - o **Present:** President Kevin Patrick, Trustees Jack Kozar, Deepa Kumar, Cari Alfano, Tina Konstatos and Khalid Sabri

2. Pledge of Allegiance

- Attendees stood for the Pledge of Allegiance.

3. Public Comments

None

4. Discussion

- **4a:** Love Your Neighbor Presentation: Mark Ladendorf presented the Love Your Neighbor Day Program. He explained what it is, who uses it and what type of help is provided to residents of Villa Park and Lombard who need help with their homes. Most of the work is yard work, i.e. tree trimming, weeding, etc. Home repairs are also provided. Homeowners who need help should apply. Grants and contributions pay for the materials used for repairs. Local businesses also donate food for the volunteers and homeowners, garbage and waste removal as well as materials and supplies. In 2025, we had 150 volunteers and helped 34 homeowners. This year's event will be on 9/20/25. Manager Rivas asked if they accept donations, which they do (money, stickers, supplies, etc). The Village donates \$2500 to this program. Trustee Alfano, Trustee Kozar and Trustee Konstatos all thanked Mark and all the volunteers for all the work they are doing. Trustee Alfano asked if anyone was turned away due to lack of volunteers. Mark stated that he is not aware of anyone being turned away for that – only if the work they need done is too dangerous for them to do. Trustee Sabri asked if Mark could be contacted if someone has a neighbor that might need help. He said yes or to just fill out an application.

- **4b:** Civic Clerk Tutorial on Logging into Agenda/Agenda Packet – Communications Specialist Intern Lily Morgan presented a tutorial for residents on how to access the meeting agendas, minutes and packets for Village Board Meetings. Trustee Konstatos thanked her for doing this.

5. Adjournment

- Motion to adjourn made by Trustee Konstatos, seconded by Trustee Sabri. Voice vote:
 - o Ayes: All
 - o Nays: None
 - o *Motion passed. Adjournment approved.*
- Time of adjournment: 6:19 p.m.

Respectfully Submitted,

Rolf Laukant
Village Clerk

Village of Villa Park Board of Trustees

Meeting Minutes – August 11, 2025

Date: August 11, 2025

Time: Meeting called to order at 7:00 PM

Location: Village of Villa Park

20 S. Ardmore Avenue

Village Hall, Boardroom

Villa Park, IL 60181

1. Call to Order & Roll Call

- The meeting was called to order by President Patrick. Clerk Laukant performed the roll call.
 - **Present:** President Kevin Patrick, Trustees Jorge Cordova, Jack Kozar, Deepa Kumar, Cari Alfano, Tina Konstatos and Khalid Sabri
- A quorum was established.

2. Pledge of Allegiance

- Attendees stood for the Pledge of Allegiance.

3. Amendments to the Agenda

None

4. Public Comments on Agenda Items

None

5. Public Comments on Non-Agenda Items

- **Cheryl Tucker:** Curious how the Board did not know about the problems with finances until the Director of Finance started pointing out line items that were out of place. Trustees have asked for monthly financial reports that still had not been provided. Trustee Alfano questioned a monthly financial report and asked the Board not to approve it until it was fixed. Board members need to work together. There has been a lack of addressing the e-scooter problem in the Village Matters. Other items were more important. Is the Board really listening to what is important to the people of Villa Park.

6. Proclamations

None

7. Presentation

None

8. Appointment to Commission

- a. Appointment to the Zoning Board of Appeals:
 - 1. Correction: Vicki Flaskamp as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2028
 - 2. Correction: Richard Gonzales as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2027
 - 3. Appointment of Deborah Cain as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2026

Motion to approve Appointment to Commission made by Trustee Sabri, seconded by Trustee Kozar.

Trustee Kumar questioned reasons for correction. Village attorney explained the discrepancies on the agenda and the memo regarding the commissions.

Voice Vote:

Ayes: All

Nays: None

- b. Appointment to the Historical Preservation Commission:
Appointment of Jeralynn Lee as Commissioner of the Historical Preservation Commission

Motion to approve Appointment to Commission made by Trustee Sabri, seconded by Trustee Kozar.

Village Attorney clarified terms for this commission.

Voice Vote:

Ayes: All

Nays: None

9. Consent Agenda

- The Consent Agenda included the following items:
 - o Approval of the Minutes of the Committee of the Whole Meeting held on June 9, 2025.
 - o Approval of the Minutes of the Village Board of Trustees Meeting held on June 9, 2025
 - o Approval of the Minutes of the Special Meeting of the Village Board of Trustees held on July 23, 2025.
 - o Bill Listing for the weeks of June 30, 2025 in the amount of \$149,749.83 and July 21, 2025 in the amount of \$1,206,996.61.

Motion to approve the consent agenda made by Trustee Konstatos, seconded by Trustee Sabri.

No Discussion

- **Roll Call Vote:**

Ayes: Sabri, Kumar, Kozar, Konstatos, Cordova, Alfano

Nays: None

Passed

10. Ordinance for First Reading

An ordinance of the Village of Villa Park, DuPage County, Illinois, amending Article XIV of Chapter 2 of the Villa Park Municipal Code regarding Appointed Boards and Commissions. *This ordinance amends Article XIV of Chapter 2 of the Villa Park Municipal Code to establish policies and procedures for the selection of commissioners and the procedures commissions would follow. This draft ordinance combines policy proposals from Village President Patrick and Trustee Kumar.*

- **Trustee Kumar** had several suggestions/changes for the ordinance:
President Patrick requested that all suggestions and changes be forwarded to him to give to the attorney to compile a revised ordinance. This revised ordinance can be on the next agenda for a second reading, discussion and possible final vote. Village Attorney states that minor changes can be made at the second reading.
In addition, Trustee Kumar stated that she is not for or against giving everybody name tags.
- **Trustee Konstatos** had several suggestions/changes for the ordinance:
Any and all instances where it states that it takes the power from the President and gives it to the Board of Trustees first – change it to “it goes to the President first with the approval of the Board of Trustees”.
President Patrick requested that all suggestions and changes be forwarded to him to give to the attorney to compile a revised ordinance. This revised ordinance can be on the next agenda for a second reading, discussion and possible final vote. Village Attorney states that minor changes can be made at the second reading.
- **Trustee Cordova** asked that he be given time to go through all this information, look it over and think about it. What is the next step? President Patrick stated that this will come back at the next meeting for further discussion and possible final vote. Village Attorney states that minor changes can be made at the second reading.
- **Trustee Kumar** questioned Manager Rivas regarding background checks. Long discussion ensued discussing the different types of checks that can be done, the cost of each type of check, and who should be required to have a background check. Manager Rivas and Chief Kubish explained all the different types and what type of information you get when these checks are done. Discussion also ensued as to how often this should be done. Village Attorney explained that the checks would have to be consented by the individual and the Village is responsible to not disclose any of the information. Chief Kubish also explained that if all the commissions required background checks, the

Village would have to hire another person to handle those requests. President Patrick asked Chief Kubish to put together a general memo regarding cost to fingerprint per person. Trustee Alfano suggested the possibility of a Jr. Commissioner's parent being required to be at the meetings with the Jr. Commissioner.

- **Trustee Alfano** had several suggestions/changes for the ordinance:
Any and all instances where it states that it takes the power from the President and gives it to the Board of Trustees first – change it to “it goes to the President first with the approval of the Board of Trustees”.
President Patrick requested that all suggestions and changes be forwarded to him to give to the attorney to compile a revised ordinance. This revised ordinance can be on the next agenda for a second reading, discussion and possible final vote. Village Attorney states that minor changes can be made at the second reading.
- **President Patrick** explained that procedures for making a formal recommendation to the board, i.e. how do commissions make a formal recommendation to the Board has been created for the next agenda. It will include where Reports, Recommendations and Records are kept.
- **Trustee Sabri** agreed with Trustee Konstatos and Trustee Alfano after discussing this in detail and coming up with these suggestions. Questioned if we are the only Village doing background checks for this and stated that he feels this will turn people off from wanting to volunteer for the commissions.
- **Trustee Kozar** had several suggestions/changes for the ordinance:
President Patrick requested that all suggestions and changes be forwarded to him to give to the attorney to compile a revised ordinance. This revised ordinance can be on the next agenda for a second reading, discussion and possible final vote. Village Attorney states that minor changes can be made at the second reading.

11. Ordinance for Second Reading
None

12. Ordinances
None

13. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and approving an agreement to renew the Aggregation Program for Electrical Load and Authorizing a Master Power Supply Agreement with MC Squared Energy Services LLC. *This resolution would authorize and approve an agreement with MC Squared Energy Services LLC to provide full requirements electricity supply and related services for the Village's electric aggregation program. The Environmental Concerns Commission recommends approval . If approved, the Village Board must decide between a Price to Compare (PTC) program, in which residents would pay the same rate that ComEd charges and the Village would get a civic grant, or the fixed rate program, in which residents would pay a higher rate but the program would include 100% renewable energy credits.*

- o Motion to approve this resolution was made by Trustee Kumar and seconded by Trustee Alfano.
- **Trustee Konstatos** asked about the \$18,000 – set amount, when do we get it, can we use it for whatever we want? Are there any additional charges to residents' bills? NIMEC representative confirmed that the Village will receive the \$18,000 in monthly payments beginning no later than December, the set amount is guaranteed no matter how many homes participate in the program, and there are no extra charges to the residents. Rep also confirmed that Villa Park will not need to provide resident information since they already have it and that information will not be used for anything other than ComEd and the list will not be sold. Residents may withdraw from the program at any time with no fee. Trustee Konstatos also suggested the rebate be used to beautify Rotary Park into an Illinois Prairie Garden per Chris Diedrich's suggestion. Also, the Village should get him involved in the project.
- **Trustee Kumar** stated that she thinks Chris Diedrich's idea is great.
- **Trustee Sabri** thanked the representative for clarifying everything and asked for help communicating the program to the residents. NIMEC rep stated that they recommend the price match program. They will assist in educating the residents. Any resident in the current program will remain in the new program and anyone who opted out of the current program will automatically be opted out of the new program. Residents may sign up at any time.
- **Trustee Kozar** asked why the price match program was not offered the last time. NIMEC Rep stated that it could have been presented at the ECC meeting and not at the Village Board meeting. Trustee Kumar stated that last year we asked for a renewable energy program and that is why that was what was presented at the meeting at that time. Trustee Sabri commented that the Village didn't get any benefit for that program but the resident had to pay more in that program. Trustee Kumar stated that the rates were lower at that time. As the Garden Village, the Board felt it was a worthy cause.
- **Village Attorney** addressed the error in the contract regarding the civic contribution which needs to be amended from \$0 to \$18,000.
- o Motion to amend the previous motion was made by Trustee Kumar to 2 year Price to Compare program and \$18K for Rotary Park. President Patrick confirmed the original resolution was amended.
- **Trustee Cordova** asked if it would be better to do a 1 year contract instead of 2 years contract due to ComEd rates. NIMEC rep explained that it is riskier to do that since ComEd fluctuates quite a bit.
- **Trustee Kozar** suggested that the \$18K for Rotary Park is premature since the Village has some shortfalls coming and the Board should discuss this further as to the best way to spend the funds. I encourage the Board to vote that part down and come back with another motion to modify the contract with what we talked about for one or two years and making sure the \$18K is in there. Then at a later date, discuss where to allocate that money. President Patrick suggested we amend back to the original motion to take a vote on the rate match versus all green, then 1 year or 2 years, and then what to do with the money afterwards.

- Further discussion ensued regarding where the money should be applied, what type of restrictions there are at Rotary Park being in a flood plain, etc. President Patrick suggested that the new Garden Commission can work on this. Recommends the money should go into “Parks”, then it can be used for Rotary or other parks, not just specifically Rotary. Manager Rivas asked if we have a “General Use” fund for that contribution to go. NIMEC rep stated it is not required but recommended to have it assigned to a specific direction rather than general fund – more effective.

- Motion to amend my previous motion to put civic grant funds in a parks fund was made by Trustee Kumar and seconded by Trustee Alfano.

- o Roll Call Vote (Price to Compare/2 year contract/\$36K to Parks Fund):
Ayes: Kumar, Kozar, Konstatos, Cordova, Alfano, Sabri
Nays: None

- o Resolution Passed

14. Unfinished Business.

- **Trustee Konstatos:** Never got back to Trustees Rules of Orders and Procedures. Would like that to come back to the table.

\$25K was allocated to picnic tables and metal garbage cans – need an update. Were they Coffee with the Board and Traffic & Safety have been approached about the topic of parking on Wildwood west of the Rec Center which has been tabled and stalled. This should be discussed at a Board level.

- **Trustee Alfano:** Asked for the FOIA Report discussion to be added on. Manager Rivas stated that this is scheduled for second meeting of the month.
- **Trustee Kumar:** Bring back Social Media policies discussion.

15. New Business.

- **Trustee Kumar:** Harley Davidson issue – what can be done and which commission will deal with that

E-scooter Flyer – time it gets out . Maybe a commission can do something. Chief Kubish stated a flyer was put out yesterday at District 45 and District 88. Council will be discussing e-bikes also. Fees and Fines were not included. More educational info is needed.

Commission handbook to come back and be updated.

Glad President Patrick came up with a policy for Coffee with the Board. President Patrick explained the new policy that at least 2 Trustees are scheduled to be present at a meeting. This should eliminate having to cancel due to no one being there, however, if one of the Trustees who is scheduled to be there cannot make it, the meeting will be cancelled.

a. Coffee with the Board Evening Session Discussion

Trustee Konstatos sent out information regarding evening meetings to see if there was an interest in that. The response was good. Maybe try 1 a month as a pilot program. President Patrick not in favor of this. It could be excessive with all the other meetings required to be attended. President Patrick also spoke about the possibility of Town Hall meetings 2 times a year. Trustee Kumar agrees with Trustee Konstatos, but since we are just starting the pilot program of scheduled times, maybe we should revisit the evening meeting possibility in about 6 months.

b. Traffic Concerns around Wildfire Drive

Motion made to move this issue to the Plan Commission and Police Department made by Trustee Kozar and seconded by Trustee Konstatos.

Trustee Kumar asked what is the process by which we give these concerns to the commissions? President Patrick advised he is working on a policy for the commissions to present their recommendations to the Board even after the Board forwarding them an issue that needs to be addressed. Trustee Cordova asked if this was regarding the email sent about traffic on Yale by Wildfire. He stated this has been going on for years. If items were sent to the commissions, is the commission required to keep the Board updated on the situation. Trustee Konstatos asked why she hadn't received the email.

Voice Vote:

Ayes: All

Nays: None

Motion Passed

16. Village Commission Reports

None

17. Village Clerk's Report

Nothing to Report

18. Village Trustees' Report

- o **Trustee Kumar:** Received several questions about the residents. Shared my findings and a timeline from my research.
- o **Trustee Sabri:** Thanked Manager Rivas for bringing Adam Hoover back with additional information about the electrical aggregate program. As far as the finances, it is not necessary to listen to Trustee Kumar's timeline. We know there are issues with the finances. The big question is what about the different budget copies that we distributed to us and to the County.
- o **Trustee Alfano:** Wednesday morning is the Metra Safety Blitz Operation Wednesday morning is also the DuPage Crisis Recovery Cetner Soft Opening and Ribbon Cutting. Reminder: You can call 211 for assistance with food and healthcare. It is almost back to school time – drive safely, good luck to students, teachers and staff. Regarding the finances, there were always questions and village staff wasn't forthcoming and that didn't sit right. Now we need to fix it. It is an honor and privilege to serve you.

- o **Trustee Konstatos:** Congratulations Trustee Alfano as Deputy President. I missed 2 meetings due to a death close to me. I read emails and get caught up. I received an email with an apology and lots of finger pointing. (Trustee read the email).
- o **Trustee Cordova:** School starts, be careful of the kids.
- o **Trustee Kozar:** Call me Trustee Jack or just Jack. Call me what you like.

19. Village President's Report

Thank you to Sean Casten – might be able to support Villa Park. Last week was National Night Out. Thank you to all first responders and all who came out.

20. Village Manager's Report

Village Treasurer Susie Mika will issue a financial report on August 25, 2025. National Night Out - great event, staff did a great job. Good news from Tim Howe – Update on Lions Park. We will be inviting all on 9/18 at 5 p.m. for a grand opening. (might have to move the grand opening date)

21. Executive Session

None

22. Adjournment

- Motion to adjourn made by Trustee Konstatos and seconded by Trustee Sabri.

Voice Vote:

Ayes: All

Nays: None

Motion Passed

- Time of adjournment: 9:21 p.m.

Respectfully Submitted,

Rolf Laukant

Village Clerk



MEMORANDUM

TO: Village Board of Trustees
FROM: Mike Guerra, Director
DATE: September 8, 2025
SUBJECT: An Ordinance Authorizing the Disposal of Surplus Personal Property of the Village of Villa Park, Illinois

RECOMMENDED ACTION:

This ordinance authorizes the Village Manager or designee to dispose of personal property described in Exhibit "A" in any manner or method, with or without the necessity of obtaining competitive bids. If approved, this will allow staff to sell surplus vehicles and equipment at public auction that are no longer useful, as provided by State Law (65 ILCS 5/11-76-4). The list of items for auction includes vehicles that have already been replaced or planned for replacement, equipment, and file cabinets that are no longer utilized. Staff will prepare these items for auction over the next several months. Staff recommends approval of the ordinance.

BACKGROUND:

Periodically, Village staff bring a list of surplus items that exceed the authority of the Village Manager established in section 2-503 (15) to dispose of surplus property. The last list was in March of 2025. However, several items have since been replaced or needed to be disposed as they are no longer needed. As referenced above State statutes specify the process to use for disposal of surplus property for cities under 500,000 in population.

DISCUSSION:

Staff is looking to dispose of four vehicles, two mowers, a ballfield machine and several pieces of equipment that is no longer needed in storage. Additionally, staff is looking to dispose of or sell unused equipment, a tire balancer, no longer needed flashlights, and camera parts along with the old graffiti baste as they are no longer needed for the village..

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF SURPLUS PERSONAL
PROPERTY OF THE VILLAGE OF VILLA PARK, ILLINOIS**

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village of Villa Park (the “Village”) are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village;

WHEREAS, the Village owns certain personal property described in Exhibit “A,” which exhibit is attached hereto and made part hereof; and

WHEREAS, the corporate authorities of the Village expressly find that the items of personal property described in Exhibit “A” are no longer necessary to, required for use, or in the best interests of the Village to maintain and further find that it is in the best interest of the Village to dispose of the described items as hereafter set forth;

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

Section 1: **Recitals.** The foregoing recitals are adopted as the corporate findings of the Village of Villa Park as if fully restated herein.

Section 2: **Authorization.** The corporate authorities hereby authorize the Village Manager or designee to dispose of personal property described in Exhibit “A” in any manner or method, with or without the necessity of obtaining competitive bids, to enter into agreement(s) for the sale of said personal property “AS IS” with no warranties of merchantability or fitness for a particular purpose, to convey and transfer the title and ownership of said personal property to the

purchaser, or to dispose of said personal property by trade-in at such price determined by the Village Manager or designee, or donation, and to advertise the sale of such personal property through newspapers, direct mailings or other channels deemed appropriate prior to the date of sale.

Section 3: **Effective Date.** This ordinance shall take effect upon its passage, approval and publication in pamphlet form.

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, Village President

Attest:

Rolf Laukant, Village Clerk

Published in pamphlet form:

_____, 2025

Exhibit "A"

	Item/Description	VIN# or Model# (write "N/A" if not applicable)	Serial # (write "N/A" if not applicable)	Condition	Quantity
1	1997 JOHN DEERE F1145 MOWER	N/A	N/A	POOR	1
2	FERRIS WALK BEHIND MOWER	N/A	N/A	FAIR	1
3	SMITHCO SUPER RAKE BALLFIELD	42-001D	N/A	FAIR	1
4	2013 CHEVROLET CRUZE	1G1PA5SH8D7151850	N/A	GOOD	1
5	2014 DODGE CHARGER	2C3CDXAG3EH257795	N/A	FAIR	1
6	2012 NISSAN ALTIMA	1N4AL2APXCC139855	N/A	FAIR	1
7	2017 CHEVROLET TAHOE	1GNLCDECOHR186927	N/A	GOOD	1
8	JOHN BEAN WHEEL BLANCER	8.7	K2 1 ES 020	GOOD	1
9	RECHARGEABLE MAG LIGHTS	N/A	N/A	POOR	N/A
10	WATCHGUARD CAMERA PARTS	N/A	N/A	GOOD	N/A
11	ARMEX ACCUSTRIP MEDIA BLASTER	N/A	N/A	POOR	1
12	5 Drawer File Cabinets	N/A	N/A	FAIR	5
13	3 Drawer File Cabinet	N/A	N/A	FAIR	1
14	Hazardous Material Storage Cabinet	N/A	N/A	GOOD	1
15	4 Drawer File Cabinet	N/A	N/A	FAIR	12
16	Book case	N/A	N/A	GOOD	1
17	Cutters Edge 18" chain saw			FAIR	1
18	2 Door storage cabinet	N/A	N/A	FAIR	2
19					
20					

Surplus Sheet

Location: 20 S. Ardmore Avenue, Villa Park IL 60181

Counted by: Village Manager / Staff

Date: _____



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 8, 2025

SUBJECT: A Resolution Appointing a Delegate and Alternate to the Intergovernmental Risk Management Agency (IRMA).

RECOMMENDED ACTION:

It is in the best interest of the Village of Villa Park that Dan McCann be the Village's Delegate on the IRMA Board, and Patty Ruiz be the Alternate Representative if the village Delegate is unable to carry out the duties.

BACKGROUND:

The Village of Villa Park previously adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance authorizing membership therein; and said contract provides by vote of its corporate authorities to select one (1) person and one (1) alternate to represent the Village of Villa Park on the Board of Directors of IRMA.

DISCUSSION:

RESOLUTION NO. _____

A RESOLUTION APPOINTING
A DELEGATE AND ALTERNATE TO THE INTERGOVERNMENTAL RISK
MANAGEMENT AGENCY (IRMA)

WHEREAS, the Village of Villa Park previously adopted the Contract and By-Laws of the Intergovernmental Risk Management Agency by Ordinance authorizing membership therein; and

WHEREAS, said contract provides that member units of local government shall by majority vote of its corporate authorities select one (1) person and one (1) alternate to represent that body on the Board of Directors of said Intergovernmental Agency;

BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. Dan McCann, HR Director, of the Village of Villa Park, is hereby appointed to represent the Village on the Board of Directors of said Intergovernmental Risk Management Agency as the Village's Delegate.

Section 2. Patty Ruiz, Human Resources Analyst of the Village of Villa Park, is hereby appointed to represent the Village on the Board of Directors of said Intergovernmental Risk Management Agency will be the alternative representative to serve if Dan McCann is unable to carry out his aforesaid duties as the representative of the Village to said Intergovernmental Agency.

PASSED by the Village Board of the Village of Villa Park, Illinois, this __ day of _____, 2025.

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this __ day of _____, 2025.

Village President Kevin Patrick

ATTEST:

Village Clerk Rolf Laukant



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: September 8, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Highland Avenue Resurfacing in an Amount Not to Exceed \$81,184.20.

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute an agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering of the Highland Avenue Resurfacing in an amount not to exceed \$81,184.20. Staff recommends approval of the Resolution.

BACKGROUND:

The Highland Avenue Resurfacing is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway. The scope of the Highland Avenue Resurfacing includes milling and resurfacing on Highland Avenue from Princeton Avenue to Villa Avenue. The scope also includes intermittent curb and gutter removal and replacement, ADA ramps, minor sidewalk improvements, minor drainage and utility improvements and all necessary restoration work for these improvements. The project requires additional support in the construction oversight of the Highland Avenue Resurfacing that involves the milling and resurfacing of Highland Avenue from Princeton Avenue to Villa Avenue. V3 Companies performed the same services for the Village on a previous Section and are very familiar with the requirements of the Village.

DISCUSSION:

Staff completed a consultant Qualification Based Selection (QBS) process to evaluate consultants to perform construction engineering services for projects, and V3 Companies, Ltd. was selected as one of the firms to perform these services for the Village based on their qualifications. Additionally, V3 Companies performed the phase III engineering on multiple recent capital improvement projects, so they are very familiar with the Village requirements. Several of the previous contracts for phase III engineering contracts performed by V3 have come in under budget. That savings on the other contracts allowed funding to be available in Fund 60 Street Improvements for this contract.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase III Construction Engineering Services of the Highland Avenue Resurfacing in an Amount Not to Exceed \$81,184.20

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 staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended V3 Companies, Ltd. of Woodridge, Illinois, to perform Phase III Construction Engineering Services of the Highland Avenue Resurfacing in an Amount Not to Exceed \$81,184.20; and

WHEREAS, V3 Companies, Ltd. has submitted a proposal to conduct professional construction engineering services pursuant to the terms and conditions of the written proposal (the "*Services Agreement*"); and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed V3 Companies, Ltd.'s proposed engineering agreement (the "*Services Agreement*"), and believe it is in the best interests of the Village and its residents to enter into the Services Agreement attached hereto, in order to facilitate the Phase III Construction Engineering Services of the Highland Avenue Resurfacing.

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

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

Section 2. That the Services Agreement between the Village of Villa Park and V3 Companies, Ltd., an Illinois corporation, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

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

Passed this 8 day of September, 2025, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this 8 day of September, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
V3 COMPANIES, LTD.,
for the furnishing of
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
for the
HIGHLAND AVENUE RESURFACING – PHASE III

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and V3 COMPANIES, LTD., hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional construction engineering services for the Highland Avenue Resurfacing – Phase III, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional construction engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated August 28, 2025, entitled “Highland Avenue Resurfacing Phase III Proposal”, attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

3. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering 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. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing

any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

4. The ENGINEER 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 ENGINEER, 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) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER 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 within statutory limits, and Employers' Liability limits of \$500,000 per accident.

- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 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 ENGINEER 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 ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER'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 ENGINEER'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 ENGINEER's insurance shall contain a severability of interests clause or language stating

that the ENGINEER'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.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the 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 insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

5. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries,

deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, 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.

7. The ENGINEER 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 ENGINEER further represents and warrants to the VILLAGE that the ENGINEER 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 ENGINEER 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.

8. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

9. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

12. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of construction engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15 The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

16 The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, 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.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to

the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

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

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Eighty-One Thousand One Hundred Eighty-Four and 20/100 (\$81,184.20) Dollars.

2. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after

the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. **Payment of ENGINEER'S Fee.** The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
- b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER 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 ENGINEER 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 ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER 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: Village Manager

b. If to the ENGINEER:

V3 COMPANIES, LTD.
7325 Janes Avenue
Woodridge, Illinois 60517
Attn: Christopher Hoffman, Senior Project Manager

c. 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 given only in the form and to the addresses described in this paragraph.

4. 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 ENGINEER.

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

6. 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.

7. 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 contract 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.

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

9. 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.

10. 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.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, 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 ENGINEER 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 ENGINEER'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 ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER 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) ENGINEER (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 ENGINEER will retain such certifications in its files.
- (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER 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 ENGINEER 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 ENGINEER'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 ENGINEER'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 ENGINEER.
 - 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 ENGINEER 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 ENGINEER shall review its records and promptly produce to the VILLAGE any

records in the ENGINEER'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 ENGINEER 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 VILLAGE, this ____ day of September 2025.

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

ATTEST:

By _____
Kevin Patrick, Village President

By _____
Rolf Laukant, Village Clerk

Executed by the ENGINEER, this 5th day of September, 2025.

V3 COMPANIES, LTD.
7325 Janes Avenue
Woodridge, Illinois 60517

By: 
Matthew E. Powers, Its Vice President

EXHIBIT A
Proposal Dated August 28, 2025
Highland Avenue Resurfacing Phase III Proposal



August 28, 2025

Mr. Michael Guerra, P.E.
Public Works Director
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

**RE: Highland Avenue Resurfacing
Construction Engineering Services
Villa Park, Illinois**

Dear Mr. Guerra,

On behalf of V3 Companies, Ltd. (V3), we are pleased to submit this proposal for Construction Engineering Services for the Highland Avenue Resurfacing Project in the Village of Villa Park, Illinois. V3 has provided similar services for other construction projects in Villa Park, and we are fully aware of the requirements of the Village and the Illinois Department of Transportation.

PROJECT UNDERSTANDING

V3 understands that the Village of Villa Park is requesting on-site inspection and documentation services required related to the Highland Avenue Resurfacing Project. V3 will provide field personnel to observe the work and help assure that it is constructed in accordance with contract documents, as well as Village of Villa Park and Illinois Department of Transportation standards and specifications.

SCOPE OF SERVICES

The following summarizes the general scope of services we will provide for the duration of the project which will consist of three phases:

- Pre-Construction Phase;
- Construction Phase;
- Final Close-out Phase.

1. **Pre-Construction Phase** – We will provide the following services during the pre-construction phase:
 - a. Attend all “pre-construction” meetings;
 - b. Set-up project files, field books and records for progress documentation. Project documentation will be performed to *IDOT Documentation* standards.
 - c. Document existing conditions with electronic photographs and videos;

2. **Construction Phase** – We will provide the following services during the construction phase:
 - a. Perform on-site inspection to help assure completion of the work in accordance with contract documents;
 - b. Perform inspections of erosion and sediment control measures installed by contractors and document conditions as required by governing agencies;
 - c. Verify contractor's layout on an as needed basis;
 - d. Prepare and submit weekly reports to the Village;
 - e. Provide the Village written construction updates as necessary;
 - f. Communication and coordination with local stakeholders;
 - g. Measurements and computation of pay items;
 - h. Preparation and submission of all partial and final pay estimates and change orders;
 - i. Coordinate with the Village's QA Testing Firm (the QA testing firm will invoice the Village directly);

3. **Final Close-out Phase** – We will provide the following services during the close-out phase:
 - a. Prepare and monitor the completion of the final punch-list;
 - b. Conduct final inspection of contractor's work;
 - c. Prepare "Record Drawings" of the completed project;
 - d. Complete and submit all final measurements, calculations and final contract records.

COMPENSATION

V3 shall be paid a Direct Labor Multiplier of 2.80 times the employee's hourly rate for the actual hours expended to perform the services. V3 estimates the staffing fees and expenses for Construction Engineering Services related to this project shown in the attached Exhibit A as summarized below:

Total Estimated Fee for Resident Engineering Services: \$ 81,184.20

Should our services be needed beyond the estimated level of effort, this fee may need to be increased to continue providing the inspection services until construction is complete. V3 will not exceed the above fee without the Village's approval.

MISCELLANEOUS CONTRACTURAL ITEMS

These services will be provided under the Terms and Conditions attached. If the terms of these services request are found to be satisfactory, please sign this request to indicate your acceptance and return a signed copy to our office. Receipt of the signed authorization will serve as our Notice to Proceed for this work.

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

Sincerely,

V3 Companies



Christopher Hofman, P.E.

Senior Project Manager, Construction Engineering

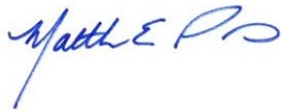
For:

V3 COMPANIES, LTD.



Christopher E. Hoffman, P.E.

Senior Project Manager



Matthew E. Powers, P.E.

Director of Construction Engineering

Accepted For:

VILLAGE OF VILLA PARK

By: _____

Title: _____

Date: _____

Highland Avenue Resurfacing
Village of Villa Park
Estimated Construction Engineering Services Hours and Costs

Exhibit A

Assumptions

Bid Opening on 8/28/2025
Construction Start 9/22/2025
Substantial Construction Completion 11/21/2025
Final Punchlist Completion 12/5/2025
QA Material Testing to be provided by the Village of Villa Park.
V3 to coordinate with Village testing firm.

				4 Week Period Ending													
Classification		Rate*	DLM	Billing Rate	8/3/25	8/31/25	9/28/25	10/26/25	11/23/25	12/21/25	1/18/26	2/15/26	3/15/26	4/12/26	5/10/26	Total Hours	Total Costs
V3 Construction Engineering																	
Division Director	Matt Powers	\$90.95	2.800	\$254.66												0	\$0.00
Sr Project Manager - CE	Chris Hoffman	\$84.28	2.800	\$235.98			1	1	1							3	\$707.95
Sr Construction Technician	Richard Reynoso	\$51.86	2.800	\$145.21			40	160	160	80	40					480	\$69,699.84
Engineer I	Inspection	\$39.77	2.800	\$111.36				24	24							48	\$5,345.09
Survey Crew		\$37.19	2.800	\$104.13			5		5							10	\$1,041.32
																Total Projected V3 Labor:	\$76,794.20
Vehicles (Day)			Days	\$65.00			5	23	23	10	5					66	\$4,290.00
Premium Overtime			Hours	\$25.93												0	\$0.00
Misc Office Supplies			L Sum	\$100.00				1								1	\$100.00
																Total Projected V3 Direct Costs:	\$4,390.00
*V3 rates shown here are average per classification. V3 will bill actual rates of the employee assigned to the project.																Total Projected Cost:	\$81,184.20
																Total Projected Cost plus Contingency	\$81,184.20

Revised Labor Category	Min Job Cost Rate Revised	Avg Job Cost Rate Revised	Max Job Cost Rate Revised
Administration I	\$17.00	\$26.72	\$36.06
Administration II	\$25.96	\$31.70	\$43.05
Administration III	\$28.19	\$39.90	\$59.52
Administration IV	\$42.00	\$52.35	\$71.08
Administration VI	\$71.02	\$71.02	\$71.02
Chief Estimator	\$77.19	\$77.19	\$77.19
Civil Designer I	\$35.70	\$37.90	\$41.00
Civil Designer II	\$37.98	\$40.83	\$44.85
Civil Designer III	\$40.04	\$41.76	\$43.32
Construction Administrator II	\$40.31	\$41.68	\$43.05
Construction Administrator III	\$48.85	\$55.32	\$61.28
Construction Technician II	\$45.00	\$47.38	\$49.75
Construction Technician III	\$52.00	\$52.00	\$52.00
Design Technician III	\$35.62	\$42.58	\$53.11
Director	\$79.33	\$90.95	\$103.09
Director, Field Operations (CG)	\$80.88	\$80.88	\$80.88
Engineer I	\$38.38	\$39.77	\$40.90
Engineer II	\$37.67	\$41.42	\$46.21
Engineer III	\$42.65	\$48.18	\$52.50
Estimating Technician I	\$32.53	\$32.53	\$32.53
Field Ecologist I	\$20.60	\$22.04	\$24.72
Field Ecologist II	\$22.35	\$23.90	\$25.75
Field Ecologist III	\$26.52	\$27.54	\$28.84
Field Technician (ER)	\$19.26	\$19.79	\$20.26
Operator I	\$29.60	\$29.60	\$29.60
Principal	\$117.19	\$123.96	\$137.50
Project Designer I	\$55.00	\$55.00	\$55.00
Project Engineer I	\$44.57	\$47.51	\$55.62
Project Engineer II	\$46.64	\$53.33	\$64.00
Project Landscape Architect II	\$43.28	\$44.12	\$45.26
Project Landscape Architect III	\$46.09	\$47.92	\$49.76
Project Landscape Designer I	\$32.81	\$32.81	\$32.81
Project Landscape Designer II	\$32.75	\$38.37	\$43.99
Project Landscape Designer III	\$42.30	\$42.30	\$42.30
Project Manager I	\$35.65	\$55.81	\$69.03
Project Manager II	\$41.94	\$55.23	\$75.82
Project Scientist I	\$34.91	\$42.84	\$46.99
Project Scientist II	\$40.35	\$45.64	\$51.51
Project Surveyor I	\$34.82	\$35.08	\$35.34
Project Surveyor II	\$33.03	\$38.04	\$45.69
Project Surveyor III	\$36.01	\$40.24	\$46.05
Resident Construction Manager I	\$55.39	\$61.18	\$71.87
Resident Construction Manager II	\$66.82	\$72.92	\$77.92
Resident Engineer I	\$56.66	\$61.98	\$66.71
Resident Engineer II	\$71.39	\$76.77	\$83.85
Scientist II	\$28.77	\$30.07	\$31.80
Senior Administration	\$55.47	\$79.24	\$111.01
Senior Construction Technician	\$46.78	\$51.86	\$59.04
Senior Design Technician	\$41.36	\$41.36	\$41.36
Senior Project Engineer	\$59.81	\$62.91	\$65.00
Senior Project Landscape Architect	\$47.69	\$47.69	\$47.69
Senior Project Manager	\$58.39	\$74.42	\$94.79
Senior Project Manager - CE	\$80.48	\$84.28	\$94.76
Senior Project Manager - TM	\$71.32	\$84.32	\$97.39
Senior Resident Construction Manager	\$84.01	\$84.01	\$84.01
Senior Scientist	\$45.09	\$45.09	\$45.09
Superintendent	\$30.67	\$50.05	\$82.40
Survey Crew	\$27.81	\$37.19	\$46.19
Technician I	\$17.00	\$20.43	\$33.66
Technician II	\$40.11	\$47.37	\$54.62
Technician III	\$24.00	\$32.00	\$42.00



V3 COMPANIES, LTD. (CONSULTANT) GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

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

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement. CONSULTANT shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by the CLIENT or CLIENT's other consultants.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within any Contract Documents prepared by others. It is expressly understood that the uncovering of errors in the plans and specifications prepared by others is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by CLIENT.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements. If CLIENT disputes all or any portion of an invoice, CLIENT shall notify CONSULTANT within 14 calendar days of the date of the invoice, describe the nature of the dispute, and pay undisputed sums. Thereafter CONSULTANT and CLIENT shall make a good faith effort to resolve such dispute.

CLIENT's obligation to pay for services rendered under this Agreement is in no way contingent upon the CLIENT's ability to obtain financing, zoning, approvals from governmental or regulatory agencies, final adjudication of a lawsuit in which CONSULTANT is not involved, or upon CLIENT's successful completion of the project. No deduction shall be made from any CONSULTANT invoice on account of penalty, liquidated damages or other sums withheld. It is agreed that all expenses incurred by CONSULTANT in enforcing this Agreement or in filing liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees, shall be recoverable from the CLIENT.

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

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs. CONSULTANT reserves the right to terminate this Agreement if its services are suspended or the project is dormant for a period of 60 days or more.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice. If terminated, CLIENT agrees to pay CONSULTANT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total

claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

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

8. INSURANCE

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

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

9. DIGITAL TRANSMISSIONS.

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

For design drawings, construction documents, and reports: due to the unsecured nature of CAD files and other electronic data, and the inability of the originator to establish controls over the use thereof, CONSULTANT assumes no responsibility for any consequences arising out of the use of the data that is transmitted digitally. It is the sole responsibility of the user to check the validity of all information contained herein. The user shall at all times refer to the signed and sealed design drawings or other documents during all phases of the project. The user shall assume all risks and liabilities resulting from the use of this data.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

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

11. CONSTRUCTION PHASE SERVICES

If construction phase services are provided as part of this Agreement, CONSULTANT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedure, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. If construction phase services are to be provided to determine the general progress of the work, they shall not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. CONSULTANT maintains the right but not the duty to recommend that CLIENT reject work that does not appear to conform generally to the plans and specifications. CONSULTANT shall not have any liability for recommendations made in good faith.

If Construction Documents are part of this Agreement and construction phase services are excluded from this Contract, CLIENT is responsible for interpreting the Construction Documents and specifications and observing the work of the contractors for general conformance with the Construction Documents. If CLIENT authorizes deviations from the Construction Documents or specifications prepared by CONSULTANT, CLIENT agrees to indemnify, defend and hold CONSULTANTS, its directors, officers, shareholders, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all legal expenses and CONSULTANTS time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by CONSULTANT.

12. INDEMNIFICATION

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

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

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

13. WAIVER OF CONTRACT BREACH

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

14. WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION

CLIENT and CONSULTANT waive all claims to consequential damages for any claims or disputes arising out of or related to this Agreement. In addition, CLIENT and CONSULTANT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

15. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the greater of \$100,000 or the total compensation received by CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract. In no event shall CONSULTANT's liability exceed the proceeds available under CONSULTANT's insurance policies.

16. NO PERSONAL LIABILITY

CLIENT and CONSULTANT shall not bring claims or lawsuits against each other's directors, officers, shareholders, employees, subsidiaries, or affiliates.

17. HAZARDOUS MATERIALS

The CONSULTANT, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The CLIENT acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

18. ENTIRE AGREEMENT AND SEVERABILITY

This Agreement is the entire and integrated agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

19. NO ASSIGNMENT

Neither party can assign this Agreement without the other party's written consent.

20. DISPUTE RESOLUTION AND CONTROLLING LAW

CLIENT and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. If a third party is required, the mediation shall be conducted by an attorney or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally within reason, if needed. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. In the event mediation or dispute over non-payment or partial payment to CONSULTANT incurs, CLIENT will be responsible for any and all legal fees, interest of late payments, and necessary expenses required to secure rightful payments.

This Agreement is governed by the laws of the state in which the Project is located



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: September 8, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase II Design Engineering of the Harvard and Jackson Resurfacing in an Amount Not to Exceed \$47,500.00.

RECOMMENDED ACTION:

The following Resolution would authorize the Village President to enter into an engineering services agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase II design engineering of the Harvard and Jackson Resurfacing in an amount not to exceed \$47,500.00. The Harvard and Jackson Resurfacing proposes roadway and sidewalk improvements to Harvard Avenue between Jackson Street and Madison Street and Jackson Street between Addison Avenue and Ardmore Avenue. Staff recommends approval of the Resolution.

BACKGROUND:

The project consists of roadway resurfacing on Harvard Avenue between Jackson Street and Madison Street and Jackson Street between Addison Avenue and Ardmore Avenue. The scope of work for the project includes a 2-1/2" mill and 1-1/2" HMA surface course and 1" HMA level binder of the roadway section. Areas of extensive deteriorated pavement will be patched after the milling and before the overlay is constructed. Structure adjustments or reconstruction as well as parkway restoration will be performed. Sidewalk ramps will be replaced to comply with ADA requirements.

DISCUSSION:

Public Works staff proposes an engineering services agreement with V3 Companies, Ltd., to perform the phase II design engineering in an amount not to exceed \$47,500.00. Staff completed a consultant Qualification Based Selection (QBS) process to evaluate consultants to perform phase II engineering for projects, and V3 Companies, Ltd., was selected as one of the firms to perform these services for the Village based on their qualifications. The project will utilize Street Fund 60.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with V3 Companies, Ltd., of Woodridge, Illinois, for Phase II Design Engineering Services of the Harvard and Jackson Resurfacing in an Amount Not to Exceed \$47,500.00

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

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended V3 Companies, Ltd. of Woodridge, Illinois, to perform Phase II Design Engineering Services of the Harvard and Jackson Resurfacing in an Amount Not to Exceed \$47,500.00; and

WHEREAS, V3 Companies, Ltd. has submitted a proposal to conduct professional design engineering services pursuant to the terms and conditions of the written proposal (the "*Services Agreement*"); and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed V3 Companies, Ltd.'s proposed engineering agreement (the "*Services Agreement*"), and believe it is in the best interests of the Village and its residents to enter into the Services Agreement attached hereto, in order to facilitate the Phase II Design Engineering Services of the Harvard and Jackson Resurfacing.

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

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

Section 2. That the Services Agreement between the Village of Villa Park and V3 Companies, Ltd., an Illinois corporation, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

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

Passed this 8 day of September, 2025, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this 8 day of September, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
V3 COMPANIES, LTD.,
for the furnishing of
PROFESSIONAL DESIGN ENGINEERING SERVICES
for the
HARVARD AND JACKSON RESURFACING – PHASE II

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and V3 COMPANIES, LTD., hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional design engineering services for the Harvard and Jackson Resurfacing – Phase II, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional construction engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated August 27, 2025, entitled “Harvard and Jackson Resurfacing – Phase II Design Engineering attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

3. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering 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. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing

any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

4. The ENGINEER 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 ENGINEER, 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) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER 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 within statutory limits, and Employers' Liability limits of \$500,000 per accident.

- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 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 ENGINEER 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 ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER'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 ENGINEER'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 ENGINEER's insurance shall contain a severability of interests clause or language stating

that the ENGINEER'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.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the 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 insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

5. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries,

deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, 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.

7. The ENGINEER 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 ENGINEER further represents and warrants to the VILLAGE that the ENGINEER 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 ENGINEER 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.

8. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

9. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

12. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of construction engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15 The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

16 The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, 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.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to

the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

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

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Forty-Seven Thousand Five Hundred and 00/100 (\$47,500.00) Dollars.

2. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after

the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. Payment of ENGINEER'S Fee. The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a.** Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
- b.** Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER 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 ENGINEER 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 ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER 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: Village Manager

b. If to the ENGINEER:

V3 COMPANIES, LTD.
7325 Janes Avenue
Woodridge, Illinois 60517
Attn: Michael J. Rehtorik, Senior Project Manager

c. 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 given only in the form and to the addresses described in this paragraph.

4. 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 ENGINEER.

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

6. 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.

7. 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 contract 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.

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

9. 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.

10. 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.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, 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 ENGINEER 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 Rights 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 ENGINEER'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 ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER 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) ENGINEER (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 ENGINEER will retain such certifications in its files.
 - (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER 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 ENGINEER 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 ENGINEER'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 ENGINEER'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 ENGINEER.
 - 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 ENGINEER 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 ENGINEER shall review its records and promptly produce to the VILLAGE any

records in the ENGINEER'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 ENGINEER 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 VILLAGE, this 8 day of September 2025.

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

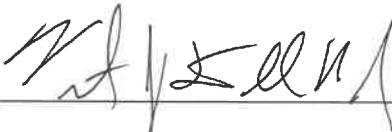
ATTEST:

By _____
Kevin Patrick, Village President

By _____
Rolf Laukant, Village Clerk

Executed by the ENGINEER, this _____ day of _____, 2025.

V3 COMPANIES, LTD.
7325 Janes Avenue
Woodridge, Illinois 60517

By:  _____

Vincent J. Del Medico, Its Director of
Transportation and Municipal Engineering

EXHIBIT A
Proposal Dated August 27, 2025
Harvard and Jackson Resurfacing Phase II Proposal



May 27, 2025
Revised August 27, 2025

Mr. Michael Guerra, P.E.
Public Works Director
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181-2696

RE: Harvard and Jackson Resurfacing – Phase II Design Engineering Services

Dear Mr. Guerra:

This letter is sent to request authorization to perform Phase II services to extend the original limits of the Sugar Creek Drainage Improvements Final Phase – Village Contract project. The services listed herein will be provided under the terms and conditions of our original agreement for services signed and dated December 14, 2021. The work will be billed hourly based on our original agreement for services on a not-to-exceed basis.

PROJECT UNDERSTANDING

Per our coordination meeting on February 20, 2025, it is our understanding that the Village would like to extend the original Village Contract roadway improvements scope of services to include the following:

- Jackson Street Resurfacing – from Yale Avenue to Ardmore Avenue
- Harvard Avenue Resurfacing – from Jackson Street to Madison Street

The resurfacing limits of Jackson Street are anticipated to be extended approximately 660 feet to the east to include the area between Yale Avenue and Ardmore Avenue. Coordination with the Village's planned 2028 resurfacing of Ardmore Avenue will be required. V3 had previously prepared preliminary engineering plans on Jackson Street from Addison Avenue to Yale Avenue. This work will be added to the project.

Harvard Avenue is anticipated to be resurfaced from Jackson Street approximately 1,320 feet to the north to Madison Street. Curb and gutter and sidewalk will be replaced only where there is damage or trip hazards.

ADA ramp design will be included as directed by the Village.

SCOPE OF SERVICES

The following are the various scope items necessary to prepare the plans, specifications, and estimates (PS&E) for the project. One set of contract documents will be prepared for the Village to bid the project.

SUPPLEMENTAL TOPOGRAPHIC SURVEY

Supplemental topographic survey services will be needed for the portions of Jackson Street and Harvard Avenue not covered in previous surveys. Approximately 2,000 LF of additional survey will be performed. The survey will include only surface topography from right-to-way to right-way within the resurfacing sections.

At the intersections, a full topographic survey will be performed and include:

- Location of underground utility lines (based on J.U.L.I.E locating services),
- Invert elevations, pipe sizes and pipe material type at all drainage structures,
- Location and size of trees (but will not include an evaluation of species or condition of existing trees).
- The certified Topographic Mapping work is proposed to be completed on the ground, no aerial drone ortho image or LiDAR surface data collection.
- Survey Area limits is apparent right-of-way to right-of-way on Jackson from Yale to Ardmore and Harvard from Jackson to Madison through intersections to furthest curb returns.
- Recover and verify nearby existing control. Set two (2) new vertical only benchmarks, and three (3) horizontal only control points for each of the two survey area locations and provide descriptions and table information (no recovery ATB sheet drawing included).
- Confirm previous locations and elevations of overlapping improvements.
- Measure locations, rim elevations and inventory pipe types, sizes, directions and invert elevations of all above ground visible and accessible utilities.
- Locate all trees with sizes (no tagging included).
- Collect photos of the right-of-way at approximately 200' intervals looking up station (South to North and West to East).
- Order J.U.L.I.E Design Stage of the two areas and file the member responses.
- Prepare Autodesk generated plan view 2D drawing. No 3D linework,
- No cross section drafting included.
- No Boundary survey included in the field or shown on the drawing.

DATA COLLECTION AND REVIEW

As part of this task, V3 will:

- Obtain any additional reports, as-built plans, right-of-way plans, GIS files, surveys, and other available information applicable to the added project locations.
- Contact utility companies with regard to preliminary utility information for the additional project locations.
- Conduct a field review of the additional project sites with the Village to review existing conditions and identify and document the curb and gutter and sidewalk replacement limits.
- Create a photo log to document the existing conditions.

PLANS, SPECIFICATIONS, AND ESTIMATE

1. The plans will be prepared by or under the direct supervision of an Illinois licensed Professional Engineer and include the following sheets.
 - Cover Sheet
 - Index of Sheets, List of Applicable Highway Standards, and General Notes
 - Summary of Quantities
 - Typical Sections
 - Alignment, Ties, and Benchmarks
 - Existing Conditions and Removals (including adjacent property addresses shown for reference only, not survey-verified)
 - Roadway Plans – Resurfacing
 - Intersection ADA Details
 - Suggested Stages of Construction and Traffic Control Plan and Notes
 - Erosion and Sediment Control Plan and Notes
 - Construction Details
2. Specifications and special provisions will be prepared for the project. Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the Village's special provisions or IDOT's Standard Specifications for Road and Bridge Construction, a project specific special provision will be written.
3. Quantity computations and an engineer's opinion of probable construction costs will be prepared for the project. The computed quantities will serve as the basis for the Summary of Quantities sheet and the engineer's opinion of probable construction costs.
4. PS&E documents will be submitted to the Village for review and revised based on Village comments. A disposition of comments will be prepared with each resubmittal.

MEETINGS

Two meetings are anticipated for the project.

ADMINISTRATION AND MANAGEMENT

Project administration and management for the project will be performed by the Project Manager. V3 will prepare a project schedule, progress reports, and invoices for the project. The Project Manager will provide the necessary oversight of the project and ensure coordination with the Village as needed.

QUALITY ASSURANCE / QUALITY CONTROL

V3 will perform in-house quality control reviews to ensure that plans, specifications, cost estimates, reports and other computations or assumptions, that form the basis for any deliverable, are correct and meet the standards and guidelines for the element or system. These quality control reviews will occur prior to submittal of any deliverable to the Village.

COMPETITIVE BIDDING PROCESS

Once the final plans and specifications are approved by the Village, V3 will:

- Obtain the electronic copies of the Village's up-front bid documents and prepare a project manual for bidding in accordance to Village's requirements that will include instructions to bidders, required bid submission documents, general conditions, project specifications and special provisions, and any other pertinent information.
- Coordinate with the Village regarding advertising the project and issuing the bid documents.
- Attend a pre-bid meeting if required.
- Issue any addendums to perspective bidders as required to interpret or clarify the Bid Documents.
- Address any RFI's during the bidding phase.
- Attend the bid opening meeting.
- Assist the Village in reviewing the contractor bid proposals and prepare a recommendation of award of contract.

GEOTECHNICAL ENGINEERING REPORT AND PAVEMENT CORES

Pavement cores will be obtained for the project and to supplement the existing geotechnical investigation previously done in the area. V3 will coordinate with the Village to determine the number and locations of the pavement cores, with one core per block (four cores) anticipated. Core depths and locations will be verified with the Village prior to drilling.

CCDD INVESTIGATION AND CERTIFICATION

No additional CCDD investigation or certification work is anticipated.

COMPENSATION

For the Jackson Street and Harvard Avenue Roadway Improvements listed above, V3 shall be paid as follows.

	PHASE CODE	HOURLY NOT-TO-EXCEED FEE
Supplemental Topographic Survey	VP03.1	\$9,000
Data Collection & Review	T01	\$2,000
Plans, Specs & Estimate	T30	\$20,000
Meetings	T85	\$1,500
Administration & Management	T80	\$4,500
QA/QC	T90	\$2,000
Competitive Bidding Process	T60	\$5,000
Geotechnical Engineering Report & Pavement Cores	T100	\$3,500
Total Professional Design and Permitting Services Fees		\$47,500

The fees for this project are based on a 2.85 Direct Labor Multiplier. This not-to-exceed amount includes reimbursable expenses (equal to 100% of the actual expense) such as printing, postage, messenger service, travel, and other similar project-related items.

If Additional Services are required beyond those specified herein, they will be subject to a separate agreement. No additional services will be performed without prior written approval from the Village.

The Village will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the project.

MISCELLANEOUS CONTRACTUAL ITEMS

If the terms of this agreement are found to be satisfactory, please sign this agreement in the space provided and return one signed copy to our office. Receipt of the signed authorization will serve as our Notice to Proceed for this work.

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

If the Village or other interested parties request design data in electronic format, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in electronic form.

We appreciate the opportunity to present this proposal and look forward to continuing our work with the Village.

Sincerely,
V3 COMPANIES, LTD.



Michael J. Rechterik, P.E., PTOE
Senior Project Manager



Vincent J. Del Medico, P.E.
Director of Transportation and Municipal Engineering

Accepted For:
VILLAGE OF VILLA PARK

By: _____

Title: _____

Date: _____



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: September 8, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Builders Paving, LLC., of Hillside, Illinois, for Construction of the Highland Avenue Resurfacing in an Amount of \$510,885.00.

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute a contract for the construction of the Highland Avenue Resurfacing. The project was publicly advertised and competitively bid, with a bid opening held on August 28, 2025. The village received five bids, with the lowest responsible bid submitted by Builders Paving, LLC, of Hillside, Illinois, in the amount of \$510,885.00. Staff recommends approval of a resolution to award a contract to Builders Paving, LLC for the construction of the Highland Avenue Resurfacing for an amount not to exceed \$510,885.00.

BACKGROUND:

The Highland Avenue Resurfacing is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). Construction is budgeted for CY 2025. The program's objective is to mill and resurface Highland Avenue from Princeton Avenue to Villa Avenue, intermittent curb and gutter removal and replacement, ADA ramps, minor sidewalk improvements, minor drainage and utility improvements and all necessary restoration work for these improvements.

TranSystems Corp. prepared the plans and specifications for the project. The project was publicly advertised for bids and competitively bid, with a bid opening held on August 28, 2025, and with five bids received. Builders Paving, LLC, of Hillside, Illinois, submitted the lowest qualified bid in the amount of \$510,885.00. Accordingly, staff recommends approval of a contract with Builders Paving, LLC, of Hillside, Illinois, for an amount not to exceed \$510,885.00.

DISCUSSION:

The construction will be funded with Motor Fuel Tax (MFT) funds.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Builders Paving, LLC., of Hillside, Illinois, for Construction of the Highland Avenue Resurfacing in an Amount Not to Exceed \$510,885.00

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

WHEREAS, the Village has publicly advertised for bids for a project commonly known as the Highland Avenue Resurfacing (“Project”), which Project includes the resurfacing of Highland Avenue from Princeton Avenue to Villa Avenue.; and

WHEREAS, Instructions to Bidders and proposal forms (the “Bid Documents”) were made available to prospective bidders; and

WHEREAS, the Village received and evaluated bids from five (5) potential contractors for the Project; and

WHEREAS, the Village’s Public Works Department staff reviewed the bids and has determined that Builders Paving, LLC., of Hillside, Illinois, (“Builders”), is the lowest responsible and qualified bidder for the Project, and has determined that Builders has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the bid documents; and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that the bid proposed by Builders, having submitted a bid in the amount of Five Hundred Ten Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$510,885.00), is the lowest qualified and responsible bidder for the Highland Avenue Resurfacing.

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: It is hereby determined that Builders is the lowest responsible and qualified bidder for the Project, has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 3: It is hereby determined that it is advisable, necessary, and in the public interest

Resolution No. _____

that the Village enter into a contract with Builders for the Project and that the corporate authorities of the Village hereby direct that a notice of award be issued to Builders for the Project at the unit prices set forth in its proposal.

Section 4: The proposal submitted by Builders, in the amount not to exceed Five Hundred Ten Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$510,885.00), is hereby accepted, and the Village President and Village Clerk are hereby authorized and directed on behalf of the Village of Villa Park to execute a contract with Builders for the Highland Avenue Resurfacing, which contract is hereby approved, with the terms and conditions set forth in the official project manual for said project, incorporated herein by reference and on file in the Public Works Department, provided that all other necessary signatures have been previously affixed to the contract.

Section 5: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, and the general prevailing rate for legal holiday and overtime work, as ascertained by the US Department of Labor and 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 required for the Project.

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

PASSED this 8th day of September, 2025, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 8th day of September, 2025

Kevin Patrick, Village President

Attest: _____
Rolf Laukant, Village Clerk



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR THE

**HIGHLAND AVENUE – PRINCETON AVENUE TO VILLA AVENUE
ROADWAY RESURFACING PLANS**

BID ADVERTISEMENT DATE – AUGUST 14, 2025

PREPARED BY

TRANSYSTEMS



Local Public Agency Formal Contract

Contractor's Name

Builders Paving, LLC

Contractor's Address

4401 Roosevelt Road

City

Hillside

State

IL

Zip Code

60162

STATE OF ILLINOIS

Local Public Agency

Village of Villa Park

County

DuPage

Section Number

25-00104-00-RS

Street Name/Road Name

Highland Avenue

Type of Funds

MFT

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Director of Public Works

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Villa Park	Highland Avenue	DuPage	25-00104-00-RS

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the Village
of Villa Park, known as the party of the first part, and Builders Paving, LLC,
its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-00104-00-RS
in Village of Villa Park, approved by the Illinois Department of Transportation on _____, are essential
documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Villa Park
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Highland Avenue	25-00104-00-RS

Bond information to be returned to Local Public Agency at 20 South Ardmore Avenue, Villa Park, IL 60181.
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall 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 agents this _____ day of _____.
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Date

Attest
Signature & Date

Company Name

By
Signature & Date

Attest
Signature & Date

(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 IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Awarding Authority

Awarding Authority Signature & Date

Clerk

Local Public Agency Type

FOR INDEX OF SHEETS, SEE SHEET NO. 2

PRE-FINAL

HIGHLAND AVENUE PLANS FOR PROPOSED ROADWAY RESURFACING IMPROVEMENT

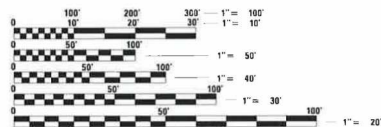
PREPARED FOR:
VILLAGE OF VILLA PARK

USING MFT FUNDS

POSTED SPEED

25 MPH (EXISTING)

HIGHLAND AVENUE (PRINCETON AVENUE TO VILLA AVENUE)
ROADWAY RESURFACING PLANS
SECTION NO.: 25-00104-00-RS
VILLAGE OF VILLA PARK
DuPAGE COUNTY



J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS
1-800-892-0123
OR 811



LOCATION MAP
NOT TO SCALE

GROSS LENGTH OF PROJECT = 3,084.71 FEET = 0.584 MILES
NET LENGTH OF PROJECT = 2,917.71 FEET = 0.553 MILES



8/12/2025

Emily A. Druckrey
Village of Villa Park
Director of Public Works
DESIGN CONSULTANT:

TRANSYSTEMS 1475 EAST WOODFIELD ROAD, SUITE 600
SCHLAUS, ILLINOIS 60173
(847) 605-9600

ADEPARTMENTAL CORRESPONDENCE

TO: Michael M. Guerra, P.E., Public Works Director **DATE:** August 28, 2025

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

SUBJECT: Highland Avenue Resurfacing

Bids for the Highland Avenue Resurfacing were opened on Thursday, August 28, 2025. The village distributed nine (9) sets of bidding documents and received five (5) bids. A summary of the bids is as follows:

COMPANY	LOCATION	BID AMOUNT
ENGINEER'S ESTIMATE		\$558,161.00
Builders Paving, LLC	Hillside, IL	\$510,885.00
Schroeder Asphalt Services, Inc.	Huntley, IL	\$521,985.43
M & J Asphalt Paving Company, Inc.	Cicero, IL	\$565,794.22
R.W. Dunteman Co.	Addison, IL	\$633,441.33
A Lamp Concrete Contractors, Inc.	Schaumburg, IL	\$698,975.19

AVERAGE BID \$586,219.72

Builders Paving, LLC, of Hillside, Illinois, has previously completed work for the Village of Villa Park, and has performed this work satisfactorily. It is my recommendation that a contract be awarded to Builders Paving, LLC, of Hillside, Illinois, in the amount of **\$510,885.00** for the **Total Work**.

 Highland Avenue Resurfacing PREPARED BY: VILLAGE OF VILLA PARK CONTRACT DOCUMENTS BY: TranSystems Corporation BID TABULATION - THURSDAY, AUGUST 28, 2025, 10:00 A.M.				Engineer's Estimate		Builders Paving, LLC 4401 Roosevelt Rd Hillside, IL 60162 Phone: (847) 419-9000		Schroeder Asphalt Services, Inc. PO Box 831 Huntley, IL 60142 Phone: (815) 923-4380		M & J Asphalt Paving Company, Inc. 3124 S. 60th Ct Cicero, IL 60804 Phone: (708) 222-1200	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TRENCH BACKFILL	CU YD	15	\$ 25.00	\$ 375.00	\$10.00	\$ 150.00	\$135.00	\$ 2,025.00	\$117.00	\$ 1,755.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	793	\$ 6.00	\$ 4,758.00	\$0.01	\$ 7.93	\$4.50	\$ 3,568.50	\$10.00	\$ 7,930.00
3	SODDING, SALT TOLERANT	SQ YD	793	\$ 25.00	\$ 19,825.00	\$20.00	\$ 15,860.00	\$27.00	\$ 21,411.00	\$10.00	\$ 7,930.00
4	INLET FILTERS	EACH	31	\$ 200.00	\$ 6,200.00	\$150.00	\$ 4,650.00	\$175.00	\$ 5,425.00	\$150.00	\$ 4,650.00
5	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1375	\$ 10.00	\$ 13,750.00	\$1.00	\$ 1,375.00	\$1.15	\$ 1,581.25	\$8.50	\$ 11,687.50
6	BITUMINOUS MATERIALS (TACK COAT)	POUND	6347	\$ 1.00	\$ 6,347.00	\$0.01	\$ 63.47	\$0.01	\$ 63.47	\$0.01	\$ 63.47
7	LONGITUDINAL JOINT SEALANT	FOOT	2918	\$ 4.00	\$ 11,672.00	\$5.00	\$ 14,590.00	\$5.20	\$ 15,173.60	\$4.50	\$ 13,131.00
8	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	180	\$ 15.00	\$ 2,700.00	\$15.00	\$ 2,700.00	\$8.00	\$ 1,440.00	\$3.75	\$ 675.00
9	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	530	\$ 105.00	\$ 55,650.00	\$115.00	\$ 60,950.00	\$120.00	\$ 63,600.00	\$110.00	\$ 58,300.00
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	793	\$ 92.00	\$ 72,956.00	\$95.00	\$ 75,335.00	\$92.50	\$ 73,352.50	\$93.00	\$ 73,749.00
11	PROTECTIVE COAT	SQ YD	1202	\$ 1.00	\$ 1,202.00	\$0.01	\$ 12.02	\$0.03	\$ 36.06	\$2.90	\$ 3,485.80
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	251	\$ 90.00	\$ 22,590.00	\$80.00	\$ 20,080.00	\$90.00	\$ 22,590.00	\$82.00	\$ 20,582.00
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3901	\$ 11.00	\$ 42,911.00	\$9.25	\$ 36,084.25	\$10.35	\$ 40,375.35	\$8.50	\$ 33,158.50
14	DETECTABLE WARNINGS	SQ FT	230	\$ 30.00	\$ 6,900.00	\$40.00	\$ 9,200.00	\$45.50	\$ 10,465.00	\$36.00	\$ 8,280.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	9229	\$ 4.00	\$ 36,916.00	\$5.50	\$ 50,759.50	\$2.65	\$ 24,456.85	\$3.75	\$ 34,608.75
16	DRIVEWAY PAVEMENT REMOVAL	SQ YD	345	\$ 20.00	\$ 6,900.00	\$15.00	\$ 5,175.00	\$13.00	\$ 4,485.00	\$19.50	\$ 6,727.50
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2237	\$ 8.00	\$ 17,896.00	\$5.50	\$ 12,303.50	\$6.25	\$ 13,981.25	\$10.50	\$ 23,488.50
18	SIDEWALK REMOVAL	SQ FT	4826	\$ 4.00	\$ 19,304.00	\$1.15	\$ 5,549.90	\$1.35	\$ 6,515.10	\$2.20	\$ 10,617.20
19	CLASS D PATCHES, 6 INCH	SQ YD	680	\$ 45.00	\$ 30,600.00	\$40.00	\$ 27,200.00	\$60.00	\$ 40,800.00	\$50.00	\$ 34,000.00
20	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	18	\$ 125.00	\$ 2,250.00	\$105.00	\$ 1,890.00	\$85.00	\$ 1,530.00	\$74.50	\$ 1,341.00
21	STORM SEWER REMOVAL 12"	FOOT	17	\$ 50.00	\$ 850.00	\$10.00	\$ 170.00	\$46.50	\$ 790.50	\$41.00	\$ 697.00
22	INLETS, TYPE A	EACH	4	\$ 2,200.00	\$ 8,800.00	\$2,500.00	\$ 10,000.00	\$1,510.00	\$ 6,040.00	\$1,410.00	\$ 5,640.00
23	INLETS TO BE RECONSTRUCTED	EACH	3	\$ 1,000.00	\$ 3,000.00	\$800.00	\$ 2,400.00	\$1,250.00	\$ 3,750.00	\$1,150.00	\$ 3,450.00
24	FRAMES AND GRATES, TYPE 11	EACH	6	\$ 900.00	\$ 5,400.00	\$625.00	\$ 3,750.00	\$625.00	\$ 3,750.00	\$590.00	\$ 3,540.00
25	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$ 500.00	\$ 500.00	\$420.00	\$ 420.00	\$465.00	\$ 465.00	\$420.00	\$ 420.00
26	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3	\$ 500.00	\$ 1,500.00	\$425.00	\$ 1,275.00	\$465.00	\$ 1,395.00	\$420.00	\$ 1,260.00
27	REMOVING CATCH BASINS	EACH	1	\$ 250.00	\$ 250.00	\$225.00	\$ 225.00	\$575.00	\$ 575.00	\$525.00	\$ 525.00
28	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	2237	\$32.00	\$ 71,584.00	\$30.00	\$ 67,110.00	\$34.00	\$ 76,058.00	\$42.00	\$ 93,954.00
29	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	\$10,000.00	\$ 10,000.00	\$10,072.00	\$ 10,072.00	\$9,500.00	\$ 9,500.00	\$8,250.00	\$ 8,250.00
30	TEMPORARY ACCESS (PRIVATE ENTERANCE)	EACH	17	\$250.00	\$ 4,250.00	\$1.00	\$ 17.00	\$2.00	\$ 34.00	\$65.00	\$ 1,105.00
31	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	72	\$50.00	\$ 3,600.00	\$70.00	\$ 5,040.00	\$58.00	\$ 4,176.00	\$70.00	\$ 5,040.00
32	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	2	\$2,500.00	\$ 5,000.00	\$880.00	\$ 1,760.00	\$1,050.00	\$ 2,100.00	\$975.00	\$ 1,950.00
33	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	23	\$800.00	\$ 18,400.00	\$1,000.00	\$ 23,000.00	\$1,350.00	\$ 31,050.00	\$1,260.00	\$ 28,980.00
34	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$20,000.00	\$ 20,000.00	\$25,408.43	\$ 25,408.43	\$10,000.00	\$ 10,000.00	\$35,500.00	\$ 35,500.00
35	TEMPORARY INFORMATION SIGNING	SQ FT	416	\$25.00	\$ 10,400.00	\$12.00	\$ 4,992.00	\$22.00	\$ 9,152.00	\$13.00	\$ 5,408.00
36	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	10	\$525.00	\$ 5,250.00	\$400.00	\$ 4,000.00	\$585.00	\$ 5,850.00	\$550.00	\$ 5,500.00
37	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	21	\$175.00	\$ 3,675.00	\$110.00	\$ 2,310.00	\$125.00	\$ 2,625.00	\$115.00	\$ 2,415.00
38	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	\$4,000.00	\$ 4,000.00	\$5,000.00	\$ 5,000.00	\$1,800.00	\$ 1,800.00	\$6,000.00	\$ 6,000.00
	AS-READ TOTAL			N/A		\$ 510,885.00	\$ 510,885.00	\$ 521,985.43	\$ 521,985.43	\$ 565,794.22	\$ 565,794.22
	CALCULATED TOTAL			\$ 558,161.00		\$ 510,885.00	\$ 510,885.00	\$ 521,985.43	\$ 521,985.43	\$ 565,794.22	\$ 565,794.22



Highland Avenue Resurfacing
PREPARED BY: VILLAGE OF VILLA PARK
CONTRACT DOCUMENTS BY: TranSystems Corporation
BID TABULATION - THURSDAY, AUGUST 28, 2025, 10:00 A.M.

R.W. Dunteman Co.
600 S. Lombard Rd
Addison, IL 60101
Phone: (630) 953-1500

A Lamp Concrete Contractors, Inc.
1900 Wright Blvd
Schaumburg, IL 60193
Phone: (847) 891-6000

Average Bid

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TRENCH BACKFILL	CU YD	15	\$117.00	\$ 1,755.00	\$100.00	\$ 1,500.00	\$ 95.80	\$ 1,437.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	793	\$0.10	\$ 79.30	\$7.00	\$ 5,551.00	\$ 4.32	\$ 3,425.76
3	SODDING, SALT TOLERANT	SQ YD	793	\$28.00	\$ 22,204.00	\$12.00	\$ 9,516.00	\$ 19.40	\$ 15,384.20
4	INLET FILTERS	EACH	31	\$150.00	\$ 4,650.00	\$15.00	\$ 465.00	\$ 128.00	\$ 3,968.00
5	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1375	\$16.00	\$ 22,000.00	\$10.25	\$ 14,093.75	\$ 7.38	\$ 10,147.50
6	BITUMINOUS MATERIALS (TACK COAT)	POUND	6347	\$0.01	\$ 63.47	\$0.01	\$ 63.47	\$ 0.01	\$ 63.47
7	LONGITUDINAL JOINT SEALANT	FOOT	2918	\$4.95	\$ 14,444.10	\$4.84	\$ 14,123.12	\$ 4.90	\$ 14,298.20
8	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	180	\$26.25	\$ 4,725.00	\$23.50	\$ 4,230.00	\$ 15.30	\$ 2,754.00
9	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	530	\$133.65	\$ 70,834.50	\$160.00	\$ 84,800.00	\$ 127.73	\$ 67,696.90
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	793	\$95.92	\$ 76,064.56	\$110.00	\$ 87,230.00	\$ 97.28	\$ 77,143.04
11	PROTECTIVE COAT	SQ YD	1202	\$1.20	\$ 1,442.40	\$1.00	\$ 1,202.00	\$ 1.03	\$ 1,238.06
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	251	\$86.30	\$ 21,661.30	\$115.00	\$ 28,865.00	\$ 90.66	\$ 22,755.66
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3901	\$9.85	\$ 38,424.85	\$12.00	\$ 46,812.00	\$ 9.99	\$ 38,970.99
14	DETECTABLE WARNINGS	SQ FT	230	\$36.40	\$ 8,372.00	\$35.00	\$ 8,050.00	\$ 38.58	\$ 8,873.40
15	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	9229	\$5.85	\$ 53,989.65	\$6.65	\$ 61,372.85	\$ 4.88	\$ 45,037.52
16	DRIVEWAY PAVEMENT REMOVAL	SQ YD	345	\$28.75	\$ 9,918.75	\$20.00	\$ 6,900.00	\$ 19.25	\$ 6,641.25
17	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2237	\$13.50	\$ 30,199.50	\$10.00	\$ 22,370.00	\$ 9.15	\$ 20,468.55
18	SIDEWALK REMOVAL	SQ FT	4826	\$3.20	\$ 15,443.20	\$2.00	\$ 9,652.00	\$ 1.98	\$ 9,555.48
19	CLASS D PATCHES, 6 INCH	SQ YD	680	\$58.65	\$ 39,882.00	\$40.00	\$ 27,200.00	\$ 49.73	\$ 33,816.40
20	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	18	\$71.00	\$ 1,278.00	\$197.00	\$ 3,546.00	\$ 106.50	\$ 1,917.00
21	STORM SEWER REMOVAL 12"	FOOT	17	\$39.00	\$ 663.00	\$35.00	\$ 595.00	\$ 34.30	\$ 583.10
22	INLETS, TYPE A	EACH	4	\$1,340.00	\$ 5,360.00	\$3,400.00	\$ 13,600.00	\$ 2,032.00	\$ 8,128.00
23	INLETS TO BE RECONSTRUCTED	EACH	3	\$1,100.00	\$ 3,300.00	\$2,500.00	\$ 7,500.00	\$ 1,360.00	\$ 4,080.00
24	FRAMES AND GRATES, TYPE 11	EACH	6	\$560.00	\$ 3,360.00	\$700.00	\$ 4,200.00	\$ 620.00	\$ 3,720.00
25	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$400.00	\$ 400.00	\$475.00	\$ 475.00	\$ 436.00	\$ 436.00
26	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	3	\$400.00	\$ 1,200.00	\$600.00	\$ 1,800.00	\$ 462.00	\$ 1,386.00
27	REMOVING CATCH BASINS	EACH	1	\$500.00	\$ 500.00	\$750.00	\$ 750.00	\$ 515.00	\$ 515.00
28	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	2237	\$37.75	\$ 84,446.75	\$50.00	\$ 111,850.00	\$ 38.75	\$ 86,683.75
29	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	\$8,900.00	\$ 8,900.00	\$13,950.00	\$ 13,950.00	\$ 10,134.40	\$ 10,134.40
30	TEMPORARY ACCESS (PRIVATE ENTERANCE)	EACH	17	\$350.00	\$ 5,950.00	\$250.00	\$ 4,250.00	\$ 133.60	\$ 2,271.20
31	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	72	\$110.00	\$ 7,920.00	\$100.00	\$ 7,200.00	\$ 81.60	\$ 5,875.20
32	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	2	\$928.00	\$ 1,856.00	\$1,825.00	\$ 3,650.00	\$ 1,131.60	\$ 2,263.20
33	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	23	\$1,200.00	\$ 27,600.00	\$1,000.00	\$ 23,000.00	\$ 1,162.00	\$ 26,726.00
34	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$29,700.00	\$ 29,700.00	\$34,900.00	\$ 34,900.00	\$ 27,101.69	\$ 27,101.69
35	TEMPORARY INFORMATION SIGNING	SQ FT	416	\$15.00	\$ 6,240.00	\$25.00	\$ 10,400.00	\$ 17.40	\$ 7,238.40
36	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	10	\$525.00	\$ 5,250.00	\$1,000.00	\$ 10,000.00	\$ 612.00	\$ 6,120.00
37	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	21	\$109.00	\$ 2,289.00	\$303.00	\$ 6,363.00	\$ 152.40	\$ 3,200.40
38	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1	\$1,075.00	\$ 1,075.00	\$6,950.00	\$ 6,950.00	\$ 4,165.00	\$ 4,165.00
	AS-READ TOTAL			\$ 633,441.33	\$ 633,441.33	\$ 698,975.19	\$ 698,975.19	N/A	
	CALCULATED TOTAL			\$ 633,441.33	\$ 633,441.33	\$ 698,975.19	\$ 698,975.19	\$ 586,219.72	



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 8, 2025

SUBJECT: Resolution for use of Motor Fuel Tax Funds for Section 25-00104-00-RS
Resurfacing of Highland Avenue.

RECOMMENDED ACTION:

To approve the resolution for \$558,161 of Motor Fuel Tax Funds for the Highland Avenue Resurfacing Project. This resolution is required to allow the utilization of Motor Fuel Tax to fund the project. Staff recommends the approval of this resolution.

BACKGROUND:

Motor Fuel Tax (MFT) Funds are only allowed to be utilized for roadway improvements and maintenance as outlined in the State of Illinois Department of Transportation (IDOT) Local Roads Manual. Roadway resurfacing projects such as the Highland Ave. project is an allowable use of MFT funds with an authorizing resolution. This project was planned to utilize a portion of the MFT funds the Village receives from IDOT in the FY2025 Budget. This project has been approved by IDOT and let through the IDOT bulletin allowing it to be eligible for the use of MFT funds, allowing the Village to repair more roadways.

DISCUSSION:

The staff recommends utilizing additional Motor Fuel Tax funding for the additional cost of the project. If Motor Fuel Tax funding is not authorized, the Village will need to fund the additional cost from either the General Fund or the Street Improvement Utility Tax Funds. The Village receives over \$850,000 annually in Motor Fuel Tax from the State.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

25-00104-00-RS

BE IT RESOLVED, by the President and Board of Trustees

Governing Body Type

of the Village

Local Public Agency Type

of Villa Park

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Highland Avenue	0.55		Princeton Avenue	Villa Avenue

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Roadway milling and resurfacing, driveway removal and replacement, intermittent curb and gutter removal and replacement, ADA ramps with detectable warnings, pavement patching as needed, drainage and utility structure adjustments or reconstructions with new frame and lid/grate, and landscaping.

2. That there is hereby appropriated the sum of Five Hundred Fifty-Eight Thousand One Hundred Sixty-One and 00/100

Dollars (\$558,161.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Rolf Laukant

Name of Clerk

Village

Local Public Agency Type

Clerk in and for said Village

Local Public Agency Type

of Villa Park

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Villa Park

Governing Body Type

Name of Local Public Agency

at a meeting held on September 08, 2025

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____ .

(SEAL, if required by the LPA)

Clerk Signature & Date

--

Approved

Regional Engineer Signature & Date
Department of Transportation

--



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: September 8, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, to award a contract to The Fields on Canton Farm, Inc., of for the 2025 Parkway Tree Planting Program in the amount of \$40,170.00.

RECOMMENDED ACTION:

To award the contract for the 2025 Parkway Tree Planting Program to The Fields of Canton, Inc. in the amount of \$40,170.00. The project was publicly advertised and competitively bid, with a bid opening held on August 19, 2025. The Village received five (5) bids for the delivery and planting of 130 various species of parkway trees throughout the Village. The Fields of Canton is the lowest bidder. Staff recommends approval.

BACKGROUND:

The Village Board made the planting of parkway trees a priority in the FY2025 Budget allocating additional funding for the Village to seek contractual tree planting this year. Earlier this year the Village opened an online form to request a parkway tree in advance of the bid. The Village received nearly 140 locations in which 130 locations were suitable for a new parkway tree and were included in the bids. The bids were for 130 trees consisting of 14 different species of trees consisting of maples, oaks, cypress, modified elm, hickory, crab apple and kentucky coffee that are native to the Chicago area or the State of Illinois. This will allow for a more diverse tree population in the Village.

DISCUSSION:

The Village recieved five (5) bids ranging from \$40,170 to \$94,404.30 with The Fields of Canton, Inc. being the low bidder. This is below the budgeted amount of \$100,000 in Fund 10-258 Street Forestry as staff was conservative in the budget number as this is the first time the Village has bid these services in over 25 years. The remaining budgeted amount will utilized with contractual tree trimming this fall and winter.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with The Fields of Canton, Inc., of Crest Hill, Illinois, for 2025 Parkway Tree Planting Program in an Amount Not to Exceed \$40,170.00

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

WHEREAS, the Village has publicly advertised for bids for a project commonly known as the 2025 Parkway Tree Planting (“Project”), which Project includes the planting of 130 parkway trees of various species throughout the Village.; and

WHEREAS, Instructions to Bidders and proposal forms (the “Bid Documents”) were made available to prospective bidders; and

WHEREAS, the Village received and evaluated bids from five (5) potential contractors for the Project; and

WHEREAS, the Village’s Public Works Department staff reviewed the bids and has determined that The Fields of Canton, Inc., of Crest Hill, Illinois, (“Fields of Canton”), is the lowest responsible and qualified bidder for the Project, and has determined that Fields of Canton has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the bid documents; and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that the bid proposed by Fields of Canton, having submitted a bid in the amount of Forty Thousand One Hundred Seventy and 00/100 Dollars (\$40,170.00), is the lowest qualified and responsible bidder for the 2025 Parkway Tree Planting Program.

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: It is hereby determined that Fields of Canton is the lowest responsible and qualified bidder for the Project, has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 3: It is hereby determined that it is advisable, necessary, and in the public interest

Resolution No. _____

that the Village enter into a contract with Fields of Canton for the Project and that the corporate authorities of the Village hereby direct that a notice of award be issued to Fields of Canton for the Project at the unit prices set forth in its proposal.

Section 4: The proposal submitted by Fields of Canton, in the amount not to exceed Forty Thousand One Hundred Seventy and 00/100 Dollars (\$40,170.00), is hereby accepted, and the Village President and Village Clerk are hereby authorized and directed on behalf of the Village of Villa Park to execute a contract with Builders for the 2025 Parkway Tree Planting Program, which contract is hereby approved, with the terms and conditions set forth in the official project manual for said project, incorporated herein by reference and on file in the Public Works Department, provided that all other necessary signatures have been previously affixed to the contract.

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

PASSED this 8th day of September, 2025, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 8th day of September, 2025

Kevin Patrick, Village President

Attest: _____
Rolf Laukant, Village Clerk



VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR

2025 Parkway Tree Planting Program

Bid Date: August 19th, 2025, 10:00 AM

My commission expires _____



Local Public Agency Formal Contract

Contractor's Name

The Fields of Canton, Inc.

Contractor's Address

1850 Canton Farm Road

City

Crest Hill

State

IL

Zip Code

60403

STATE OF ILLINOIS

Local Public Agency

Village of Villa Park

County

DuPage

Section Number

Street Name/Road Name

Type of Funds

2025 Parkway Tree Planting Program

Local

@ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

@ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency

Local Street/Road Name

County

Section Number

Village of Villa Park

2025 Parkway Tree Planting Program

DuPage

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the Village of Villa Park

Month and Year

Local Public Agency Type

, known as the party of the first part, and The Fields of Canton

Local Public Agency

Contractor

its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section _____

Section Number

in Village of Villa Park, approved by the Village of Villa Park on _____

Local Public Agency

Date

documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest:

The Village Of Villa Park

Local Public Agency Type

Name of Local Public Agency

Clerk Signature & Date

Party of the First Part Signature & Date

By:

(SEAL, if required by the LPA)

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(SEAL, if required by the LPA)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of

Party of the Second Part

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)

(If an

i individual)
Party of the Second Part Signature & Date

--



Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	2025 Parkway Tree Planting	

Bond information to be returned to Local Public Agency at 20 S Ardmore Avenue Villa Park, IL 60181-2696
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall 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 agents this _____ day of _____
Day Month and Year

Company Name

PRINCIPAL

Company Name

By

Signature & Date

By

Signature & Date

Attest

Signature & Date

Attest

Signature & Date

(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 IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of individuals signing on behalf of SURETY
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature & Date

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest: Clerk

Local Public Agency Clerk Signature & Date

2025 Parkway Tree Planting Program (#9792290) Owner: Villa Park, IL Village of Solicitor: Villa Park Public Works 08/19/2025 10:00 AM CDT															
				The Fields on Caton Farm, Inc.		Yellowstone Landscape		GC Designs INC.		Green Effects Landscaping		Apex Landscaping Inc		AVERAGE	
Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Green Mountain - ACER SACCHARUM	EA	11	\$305.00	\$3,355.00	\$349.00	\$3,839.00	\$455.00	\$5,005.00	\$567.00	\$6,237.00	\$705.40	\$7,759.40	\$476.28	\$5,239.08
2	Honey-Locust (thornless) - GLEDISTIA TRIACANTHOS F. INERMIS	EA	10	\$270.00	\$2,700.00	\$331.00	\$3,310.00	\$455.00	\$4,550.00	\$586.00	\$5,860.00	\$693.20	\$6,932.00	\$467.04	\$4,670.40
3	Bald-Cypress - TAXODIUM DISTICHUM	EA	10	\$315.00	\$3,150.00	\$356.00	\$3,560.00	\$455.00	\$4,550.00	\$551.00	\$5,510.00	\$729.80	\$7,298.00	\$481.36	\$4,813.60
4	Shagbark Hickory - CARYA OUATA	EA	10	\$375.00	\$3,750.00	\$710.00	\$7,100.00	\$455.00	\$4,550.00	\$569.00	\$5,690.00	\$1,038.46	\$10,384.60	\$629.49	\$6,294.92
5	Freeman's Maple - ACER X FREEMANII	EA	11	\$295.00	\$3,245.00	\$327.00	\$3,597.00	\$455.00	\$5,005.00	\$559.00	\$6,149.00	\$668.80	\$7,356.80	\$460.96	\$5,070.56
6	Chinkapin Oak - QUERCUS MUEHLENBERGII	EA	10	\$315.00	\$3,150.00	\$353.00	\$3,530.00	\$455.00	\$4,550.00	\$515.00	\$5,150.00	\$681.00	\$6,810.00	\$463.80	\$4,638.00
7	Shingle Oak - QUERCUS IMBRICARIA	EA	10	\$315.00	\$3,150.00	\$353.00	\$3,530.00	\$455.00	\$4,550.00	\$515.00	\$5,150.00	\$705.40	\$7,054.00	\$468.68	\$4,686.80
8	Accolade - ULMUS X	EA	10	\$285.00	\$2,850.00	\$323.00	\$3,230.00	\$455.00	\$4,550.00	\$492.00	\$4,920.00	\$705.40	\$7,054.00	\$452.08	\$4,520.80
9	New Horizon - ULMUS X	EA	10	\$285.00	\$2,850.00	\$323.00	\$3,230.00	\$455.00	\$4,550.00	\$492.00	\$4,920.00	\$717.60	\$7,176.00	\$454.52	\$4,545.20
10	Black Oak - QUERCUS VELUTINA	EA	10	\$315.00	\$3,150.00	\$353.00	\$3,530.00	\$455.00	\$4,550.00	\$515.00	\$5,150.00	\$717.60	\$7,176.00	\$471.12	\$4,711.20
11	Kentucky Coffee - GYMNOCLADUS DIOICUS	EA	10	\$315.00	\$3,150.00	\$345.00	\$3,450.00	\$455.00	\$4,550.00	\$565.00	\$5,650.00	\$705.40	\$7,054.00	\$477.08	\$4,770.80
12	Tuliptree - LIRIODENDRON TULIPIFERA	EA	11	\$315.00	\$3,465.00	\$356.00	\$3,916.00	\$455.00	\$5,005.00	\$568.00	\$6,248.00	\$693.20	\$7,625.20	\$477.44	\$5,251.84
13	Prince Georges Crab Double Pink Flowers - MALUS CORONARIA	EA	4	\$315.00	\$1,260.00	\$365.00	\$1,460.00	\$455.00	\$1,820.00	\$467.00	\$1,868.00	\$620.00	\$2,480.00	\$444.40	\$1,777.60
14	Prairie Crabapple - MALUS IOENSIS	EA	3	\$315.00	\$945.00	\$365.00	\$1,095.00	\$455.00	\$1,365.00	\$466.00	\$1,398.00	\$748.10	\$2,244.30	\$469.82	\$1,409.46
Base Bid Total:				\$40,170.00		\$48,377.00		\$59,150.00		\$69,900.00		\$94,404.30		\$62,400.26	

Side of Town	Address	Direction	Street	Group A	Group B	Notes
N	117	N	Ardmore	1		
N	251	N	Ardmore	1		
N	43	N	Cornell	1		
N	236	N	Cornell	1		
N	152	E	Division	1		
N	230	E	Division		3	
N	515	N	Fulton	1		
N	31	N	Harvard	1		
N	211	N	Harvard	1		
N	214	N	Harvard	1		
N	442	N	Harvard	1		
N	500	N	Harvard	1		
N	538	N	Harvard	1		
N	618	N	Harvard	1		
N	137	N	Illinois	1		
N	21	E	Oak	1		
N	309	E	Pine	1		
N	424	N	Princeton	1		on Vermont side
N	701	W	Ridge	1		
N	733	W	Ridge	1		
N	42	W	Ridge		1	
N	124	E	St Charles	1		
N	421	W	Terrace	1		
N	604	W	Terrace	3		
N	447	N	Wisconsin	1		
N	205	N	Wisconsin	1		
N	1116	N	Yale	1		
N	1043	N	Yale	1		
S	305	W	Adams	1		
S	310	W	Adams	1		
S	427	S	Addison	1		
S	919	S	Addison	2		
S	626	S	Ardmore	1		
S	217		Astor	1		
S	441	S	Cornell	1		
S	726	S	Cornell	1		
S	1025	S	Cornell	1		
S	440	S	Euclid	1		
S	21	S	Euclid	1		
S	306	S	Euclid	1		on Astor side
S	526	S	Euclid	1		
S	916	S	Grant	1		
S	842	S	Grant	1		
S	847	S	Grant	1		
S	238	E	Harrison	1		
S	407	S	Harvard	1		
S	821	S	Harvard	1		
S	36	E	Highland	1		
S	126	E	Highland		1	
S	618	E	Highland		1	
S	220	S	Illinois	1		
S	310	S	Illinois	1		
S	321	S	Illinois	1		
S	326	S	Illinois	1		
S	336	S	Illinois	1		
S	426	S	Illinois	1		
S	450	S	Illinois	1		
S	723	S	Illinois	1		
S	1135	S	Julia	1		
S	102	E	Kenilworth	1		
S	140	E	Kenilworth	1		
S	208	W	Kenilworth	1		
S	48	W	Kenilworth	1		
S	540	E	Lane	1		
S	575	E	Lane	1		
S	1004	S	Leslie	1		on Jackson
S	1050	S	Leslie	1		
S	123	S	Michigan	1		
S	150	S	Michigan	1		
S	328	S	Michigan	1		
S	406	S	Michigan	1		
S	431	S	Michigan	1		
S	511	S	Michigan	1		ok after stump is removed
S	518	S	Michigan	1		
S	539	S	Michigan	1		
S	914	S	Michigan	1		
S	135	E	Monroe	1		
S	102	W	Monroe	1		
S	1102	S	Myrtle	1		
S	912	S	Myrtle	1		
S	803	S	Myrtle	1		
S	315	S	Myrtle	1		
S	258	S	Myrtle	1		
S	240	S	Myrtle	1		
S	232	S	Oakland	1		
S	403	S	Oakland	1		
S	424	S	Oakland	1		
S	433	S	Oakland	1		
S	610	S	Oakland	1		
S	731	S	Oakland	1		
S	1450	S	Oakland	1		
S	535	E	Park	1		
S	702	E	Park	1		
S	326	S	Princeton	1		on Central side
S	525	S	Princeton	1		
S	612	S	Princeton	1		
S	46	W	Rand	1		
S	405	S	Riverside Dr	1		
S	221	W	School	1		
S	302	W	School	1		
S	309	W	School	1		
S	327	W	School	1		
S	100	N	Summit	1		
S	309	S	Summit	1		
S	650	S	Summit	1		
S	741	S	Summit	1		
S	821	S	Summit	1		
S	838	S	Summit	1		
S	1136	S	Summit	1		
S	273		Terry	1		
S	226		Terry	1		
S	423	E	Van Buren	1		
S	327	S	Villa	1		
S	648	S	Villa	1		
S	1141	S	Villa	1		
S	1470	S	Villa	1		
S	1241	S	Villa		1	
S	43	W	Washington	1		
S	331	S	Wisconsin	1		
S	901	S	Wisconsin	1		
S	322	S	Yale	1		
S	313	S	Yale	1		
S	421	S	Yale	1		
S	901	S	Yale	1		
S	239	S	Yale	1		



Villa Park Fire Department

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

Memorandum

To: **Manager Rivas**

From: *B. Mitsuka* **Deputy Fire Chief**
Brandon Mitsuka

Date: September 2, 2025

Subject: **Intergovernmental Agreement between Du-Comm and The Emergency Telephone Safety Board on behalf of the Village of Villa Park and the Villa park Fire Department**

Recommended Action: Staff recommends authorizing DU-COMM to represent the Village of Villa Park and the Villa Park Fire Department under an intergovernmental agreement with the Emergency Telephone System Board (ETSB). This agreement will facilitate the acquisition of interoperable radios, enhancing the safety, reliability, and effectiveness of fireground communications.

Background: Over the past three years, the Emergency Telephone System Board (ETSB) has been actively researching and replacing end-of-life portable and mobile radios for DU-COMM agencies using 9-1-1 surcharge funds. Individually, these radios would cost each department or municipality approximately \$15,000 to \$18,000 per unit—**not** including accessories or airtime. Since the events of September 11, 2001, interoperability of communications has remained a top priority for public safety. By enabling the ETSB to fund and manage the purchase of interoperable radios and maintain a stable communications network, significant improvements in inter-agency communication and operational safety have been achieved.

Discussion: By entering into this agreement with DU-COMM, the Village of Villa Park and the Villa Park Fire Department—along with other DuPage County municipal fire departments and fire protection districts—acknowledge that DU-COMM will execute an Intergovernmental Agreement (IGA) with the Emergency Telephone System Board (ETSB) on their behalf. By doing so, all parties agree to be bound by the terms and conditions outlined in that IGA.

Furthermore, any radios not assigned to or actively used by individuals classified as “First Responders,” as defined by the ETSB and the DuPage County State’s Attorney’s Office, will incur a monthly fee. This fee will cover the cost of the radio unit as well as associated airtime charges.

Any equipment requested outside the scope of the allowable ETSB purchase agreement—such as vehicle chargers, upgraded microphones, or additional base charging units—will be the sole financial responsibility of the Villa Park Fire Department.

The current cache of portable and mobile radios utilized by the Villa Park Fire Department will be fully funded through the ETSB purchasing agreement, at no cost to the department.

The only additional expenses to be incurred by the department are as follows:

- Eight (8) single-unit radio chargers at a total cost of \$920
(cost may be absorbed by the ETSB)
- Two (4) vehicle charging stations at a total cost of \$794

These items fall outside the scope of the standard agreement and must be purchased by the department directly.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT
AMONG THE VILLAGE OF VILLA PARK, THE COUNTY OF DUPAGE, AND THE
EMERGENCY TELEPHONE SYSTEM BOARD (ETSB) OF DUPAGE COUNTY
REGARDING THE PURCHASE OF INTEROPERABLE RADIOS**

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

WHEREAS, the Village has the authority to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 200/1 *et seq.*; and

WHEREAS, the County of DuPage, on its own behalf and on behalf of its Emergency Telephone System Board (the “*ETSB*”), and the Village desire to enter into an intergovernmental agreement for the purpose of purchasing and maintaining replacement interoperable radios, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

WHEREAS, the Village President and Board of Trustees of the Village (the “*Corporate Authorities*”) hereby find that it is in the best interest of the Village and its residents to enter into the Agreement.

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 Intergovernmental Agreement between the County of DuPage, on its own behalf and on behalf of its ETSB, and the Village, which is attached hereto and made a part hereof as Exhibit A, is hereby approved, and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement. The officials, officers, employees, and agents of the Village are authorized to take such actions as may be necessary to carry out the purpose and intent of this Resolution.

Section 3: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Resolution No. _____

Section 4: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5: This Resolution shall be in full force and effect immediately 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"
Agreement

**INTERGOVERNMENTAL AGREEMENT
INTEROPERABLE EMERGENCY DISPATCH RADIO SYSTEM**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between the County of DuPage (County), on its own behalf, and on behalf of its Emergency Telephone System Board (ETSB), and _____ (Member), a municipal corporation or a cooperative government entity or a fire protection district and a DuPage ETSB member.

RECITALS

WHEREAS the ETSB and Member are part of a collaboration to enhance their ability to effectively respond to emergency calls to 9-1-1 through interoperable public safety communications capabilities available throughout the service area of the ETS; and

WHEREAS the Constitution and laws of the State of Illinois permit units of local government to enter into intergovernmental agreements in such a manner as is not restricted by law or ordinance.

WHEREAS, Illinois law specifically empowers local emergency telephone system boards, including the ETSB, to plan, implement, upgrade, and maintain the ETS and provide emergency telephone assistance through wireless communications; and

WHEREAS the ETSB is further charged with the responsibility of providing wireless 9-1-1 emergency services and has designated its two answering points to serve as wireless 9-1-1 public safety answering points for its jurisdiction.

WHEREAS the ETSB considers an interoperable radio network infrastructure and related emergency dispatch equipment to be an essential component of the ETS as well as integral to producing an effective response by the appropriate first responding agency as a result of an emergency call to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS the ETSB and various units of local government previously collaborated to develop DIRS, an interoperable emergency dispatch system, to facilitate responses to emergency calls to 9-1-1.

WHEREAS the ETSB intends to continue to participate in STARCOM21 for use by first responding sworn personnel within DuPage County as part of the ETS; and

WHEREAS the ETSB wishes to establish the terms and conditions under which replacement radios for the emergency dispatch radio system will be made available to first responding agencies to replace end of life, end of support equipment; and

WHEREAS Member desires the use of an interoperable emergency dispatch radio system for its emergency personnel to effectively respond to emergency calls to 9-1-1, including in situations where the call was initiated by wireless device; and

WHEREAS, the State of Illinois has leased STARCOM21 for use for public safety purposes and has made access to STARCOM21 contractually available to local public safety agencies; and

WHEREAS the ETSB and Member believe that the goal of enhancing their ability to effectively respond to emergency calls to 9-1-1, however initiated, through interoperable public safety communications capabilities for the members of the ETS will be realized by replacing

1. certain radios ("subscriber units") necessary to receive emergency dispatch communications utilizing STARCOM21 for the use of the Member's qualifying personnel on the terms more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County on its own behalf, and on behalf of its ETSB, and Member hereto hereby agree as follows:

Part 1 – Incorporation of Recitals and Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

Section 1.2 – Definitions. As used in this agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

- (a) "County" means the County of DuPage, Illinois.
- (b) "DuPage Emergency Dispatch Interoperable Radio System (DEDIR System)" means the interoperable emergency dispatch radio system consisting of network and equipment utilizing the STARCOM21 system in DuPage County as integrated as part of its 9-1-1 emergency telephone system.
- (c) "Emergency telephone system" or "ETS" means the communications equipment required to produce a response by the appropriate emergency public safety agency as a result of an emergency call, however initiated, placed to 9-1-1.
- (d) "ETSB" or "ETS Board" means the Emergency Telephone System Board of DuPage County, an agency of DuPage County, established pursuant to Section 15.4 of the Local Government Emergency Telephone System Act, 50 ILCS 750/15.4, which provides for the management and operation of a 9-1-1 system within the scope of the duties and powers prescribed by the Emergency Telephone System Act and the Wireless Emergency Telephone Safety Act.
- (e) "Member" means any agency that is a member of the ETSB by referendum or intergovernmental agreement and identifies the specific member that is executing this Agreement.
- (f) "Motorola" means Motorola, Inc., a business corporation organized under the laws of the State of Delaware.
- (g) "STARCOM21" means a 700/800 MHz, Association of Public-Safety Communications Officials (APCO) Project 25 interoperable, digital, trunked statewide voice radio communications network owned and developed by Motorola.

- (h) "Subscriber Units" is a Motorola industry term to describe any portable or mobile radio unit accessing STARCOM21. Subscriber Unit under this Agreement refers to any mobile or portable radio of the DEDIR System that will utilize STARCOM21. The term Subscriber Unit and radio may be used interchangeably throughout this Agreement.
- (i) "Surcharge funds" means funds collected pursuant to the surcharge authorized by 50 ILCS 750/15.3 *et. seq.* and grants from the Wireless Service Emergency Fund pursuant to the wireless carrier surcharge authorized by 50 ILCS 750/30 *et seq.* (previously 50 ILCS 751/17 *et. seq.*;))

Part 2 – Allocation of Equipment, Grant of Rights

Section 2.1 – Generally. Pursuant to this agreement, the ETSB shall make available to Member such equipment as set forth in Section 2.2 which is and shall at all times be considered the property of the ETSB unless otherwise specified in this Agreement.

Section 2.2 – ETSB Allocated Equipment. The ETSB, through the use of allowable surcharge funds, shall provide to Member the subscriber units, to replace end of life, end of support subscriber units. The Subscriber Units will be for use with the DEDIR System as set forth in Attachment A. Attachment A is made a part of this agreement and incorporated herein. The parties agree that Attachment A was developed by the ETSB in consultation with Member and reflects the appropriate allocation of equipment to the Member. The equipment listed on Attachment A shall be purchased by the ETSB and become the sole property of the County.

Section 2.2a – Additional Equipment. Member elects, with the approval of the ETSB, to purchase additional options or equipment for use with the DuPage STARCOM21 System. The cost of these options or equipment are set forth in Attachment A in the column labeled "Agency Obligations" Member agrees that it is responsible for the cost of the additional options or equipment including its purchase, maintenance, and operation. The County and Member agree that the Member Equipment included under purchasing contract PO921054 with Motorola includes maintenance under the Motorola Service Manager for a three (3) year period. The Member further agrees that any options which are integrated as part of the subscriber units does not create an ownership interest in the equipment and that said subscriber units remain the sole property of the County unless Member elects to pay the entire cost of such equipment.

Section 2.2b – Allowable Costs and Upgrades. The ETS Board has determined that it will provide for radios using 9-1-1 surcharge so long as radios qualify under FCC and state guidelines and laws. The ETS Board has determined that if radios for non-sworn personnel or other prohibited uses become an allowable cost, the ETSB will support the contract price of an APX4000 radio or contribute like amount to a radio purchase if the Member wishes to have an APXNext radio. The Member agrees that any costs above the contract value of the APX4000 will be the responsibility of the Member. If, within the four-year payment window provided for Members to reimburse ETSB, the FCC or state guidelines and laws change regarding allowable costs, the Parties agree that ETSB will assume the remaining cost and airtime.

Section 2.3 – Access to the DEDIR System. The County through its ETSB grants to the Member, upon the terms and conditions set forth by this Agreement, permission to use the equipment allocated pursuant to Section 2.2 and Section 2.2a and listed on Attachment A for the primary purpose of facilitating its emergency response to calls to 9-1-1.

Section 2.4 – Assignment Prohibited. Member shall have no right to transfer, assign, sublease, modify or confer any rights or benefits with respect to the use of the DEDIR system, including allocated equipment, to any third party without the written permission of the ETSB.

Section 2.5 – Use of the DEDIR System Equipment. All equipment purchased by the ETSB and allocated to Member as described in Attachment A shall be used for the purposes permitted by law and by personnel associated with emergency response including Telecommunicators and first responding emergency personnel. Member may also use said equipment for any other purpose related to its official duties in accordance with all applicable Federal, State and local laws and ordinances provided that such use does not represent any additional cost to the ETSB.

Section 2.6 – Limitations on Use. The parties recognize that surcharge authorized by law is collected by or distributed to the ETSB to fund expenditures permitted by statute. The parties further acknowledge and agree that the public funds used to acquire said equipment were authorized to enhance the ability of the ETSB and the first responding sworn personnel of Member to effectively respond to emergency calls to 9-1-1, including those calls initiated by a wireless device. Member shall ensure that said equipment will continue to be utilized for that purpose. If at any time during the course of this Agreement, the ETSB determines that deployed equipment is not being used in accordance with the objectives of this Agreement, or by appropriately authorized personnel, or in the event Member fails to comply with the terms of the Agreement, the ETSB may request the return of less than all of the equipment made available to Member pursuant to this Agreement and Member shall promptly comply with the ETSB's request.

Part 3 – Control and Operation of Radio Systems

Section 3.1 – DEDIR System. The parties agree that the management and control of the DEDIR System is and shall remain under full control and supervision of the ETSB. The parties agree that the ETSB is and shall be the sole point of contact and authority with regard to the Motorola STARCOM21 sites utilized to achieve 12db coverage. The ETSB is and shall be the sole point of contact and authority for any new, added equipment that may in the future be made a part of The STARCOM21 System and other networks or property.

Section 3.2 – Radio Frequencies. The ETSB shall provide Member with the appropriate licensed frequencies as allocated to the ETSB through the in the Regional Planning Commission (RPC) Region 54 Application and talk groups upon which the DEDIR System will operate. The ETSB shall make available such updated or alternative frequencies as may be allocated.

Section 3.3 – Programming of Equipment. ETSB shall have sole programming authority for subscriber units, pursuant to maintenance and warranty agreements entered into by the ETSB for the DEDIR System during the term of this Agreement and as allowable under law.

Section 3.4 – Access Limitations. The parties agree that Member shall not add additional subscriber units to the DEDIR System beyond the number of subscriber units allocated as part of this Agreement without first obtaining the approval of the ETSB pursuant to ETSB policy. The ETSB may limit access to the DEDIR System to the number of subscriber units allocated to Member as part of this agreement if it determines that additional subscriber units would adversely impact the system's performance, channel capacity, and the contractually determined grade of service.

Part 4 – Responsibilities of the ETSB

Section 4.1 – Delivery and Installation of DEDIR Equipment. Pursuant to a mutually agreed upon schedule, and consistent with the timeline for the deployment of the DEDIR System, the ETSB and its contractors shall deliver the equipment described in Section 2.2 and Section 2.2a and the ETSB shall not be responsible for the installation of any mobile radio equipment. Should Member subsequently desire the participation of the ETSB in the purchase, delivery or installation of additional equipment not set forth in Section 2.2, 2.2a or Attachment A, such participation is not governed or contemplated by this Agreement.

Section 4.2 – Training. The ETSB shall provide training on an ongoing basis on the use and operation of DEDIR portable and mobile radio equipment for the Member's personnel responsible for the operation of such equipment as deemed necessary by the ETSB pursuant to policy and training developed and recommended by the ETSB Policy Advisory Committee (PAC).

Section 4.3 – Performance. The ETSB shall make available to Member such system coverage and performance as provided in the original 2010 purchase agreement between Motorola and the ETSB. Improvements, modifications or changes made to improve system coverage and performance may only be done with the approval of the ETSB and other necessary parties at the expense of the Member. The ETSB retains the authority to increase channel capacity at the request of Member which may, at the ETSB's option, may be at the Member's expense.

Section 4.4 – Payment of Cost of Purchase. The ETSB shall be responsible for those costs associated with purchase of the equipment listed in Attachment A including maintenance of ETSB provided equipment that are allowable uses of 9-1-1 surcharge.

Section 4.5 – Payment of Maintenance Costs.

- (a) The ETSB shall be responsible for the maintenance costs for the DEDIR System expenses that are directly billed to the ETSB by the providers of such maintenance services through December 31, 2028.

Not less than six (6) months prior to December 31, 2028, the ETSB will review its ability to continue to pay the cost of maintenance for subscriber units. If it determines that it cannot continue to fund the cost of maintenance for subscriber units, consoles and control stations, the County may, in its discretion, transfer those assets to Member in accordance with the provisions of Section 6.6. Section 4.6 – Duty to Contract with Motorola for Use of STARCOM21 Radio System Network. The ETSB shall enter into a user agreement with Motorola on behalf of Member through December 31, 2028, to permit the use of the equipment described in Attachment A to operate on the STARCOM21 System or "airtime". Not less than six (6) months prior to December 31, 2028, the ETSB will review its ability to continue to pay the cost of airtime for subscriber units. If available 9-1-1 surcharge funding is restricted or funding is not available to continue to support airtime, ETSB agrees to notify the Member as soon as it is aware of a change in financial status but not less than six months prior to the termination of the existing airtime contract.

Section 4.6. a Future Airtime renewal. The price for future airtime contract renewals shall be determined pursuant to contract negotiations between Motorola and the State of Illinois. This Agreement acknowledges that Motorola and the State of Illinois are currently in contract negotiations and firm costs are not available beyond June 30, 2022. The ETSB agrees to assume the costs of the user agreement until December 31, 2028, as allowed under law, shall if required by the Member, be responsible for the

ongoing costs associated with the user agreement attributable to the Member. The ETSB will not be responsible for the costs associated with use of equipment beyond the equipment deployed to Member as set forth in Section 2.2

4.7 – The Purchase of equipment not set forth in Sections 2.2, 2.2a or Attachment A. The Parties agree that this Agreement does not obligate the ETSB to purchase any equipment, including subscriber units, for Member that is not set forth in Sections 2.2, 2.2a, and Attachment A. The Parties agree that this Agreement does not create a future obligation for the ETSB to purchase equipment. Should the Member desire to purchase equipment beyond what is set forth in Sections 2.2, 2.2a and Attachment A, any such purchase will be addressed in a separate agreement.

Part 5 – Responsibilities of the Member

Section 5.1 – Reimbursements to the ETSB. Member shall reimburse the ETSB for costs incurred by the ETSB as a result of purchases made by the ETSB at the request of and for the benefit of Member which may include, but are not limited to, the following:

- (a) Any portable or mobile radios purchased for the member shall be reimbursed to ETSB over a four-year period beginning one year after date of execution of this Agreement. ETSB shall invoice the Member for equipment so designated on Attachment A.
- (b) The cost of airtime for Member owned radios as designed on Attachment A, will be invoiced annually by ETSB in arrears. The cost portable will be \$34 per portable per month and \$18 per mobile per month. The ETSB has a campus rate for radios that are assigned to the Wheaton County Complex that is capped at \$20,000 annually. Radios that fall into this category will be invoiced in the following manner: The total number of participating campus radios will be divided by \$20,000 and each participating Member will be billed annually according to their number of units. (Example: \$20,000 / 250 units = \$80 per unit annually).
- (c) Per unit maintenance costs associated with equipment owned by the Member which are billed directly as per unit cost. So long as ETSB has a Radio Service Manager from Motorola, the cost of maintenance for all radios purchased under ETSB PO 921054, even if Member owned, will be covered.
- (d) Programming, re-programming, or other expenses associated with the maintenance of equipment owned by the Member. So long as ETSB has a Radio Service Manager from Motorola, the cost of programming for all radios purchased under ETSB PO921054, even if member owned will be covered.

Section 5.2 – Use of Equipment. Member shall use the County's recording loggers, consoles, control stations subscriber units and other equipment for official purposes only. Member shall ensure that subscriber units are issued only to personnel designated as first responders and that such personnel keep each subscriber unit tuned at all times to the licensed interoperable frequencies designated and programmed by the ESTB. For security purposes, Member shall ensure that any access codes, proprietary information provided by the ETSB shall only be given to those authorized by the ETSB to receive them. All equipment purchased through the use of the surcharge shall be used for the purposes permitted by law. The parties authorize the DuPage County Auditor to review compliance with this section.

Section 5.3 – Reimbursement to the ETSB for System Access. (a) With respect to the equipment deployed to Member in accordance with Section 2.2 of this Agreement, after the conclusion of the contract on December 31, 2028, between the ETSB and Motorola as described in Section 4.7, the ETSB may require reimbursement from Member for all or part of the ongoing costs associated with the use of the equipment. In this event, the ETSB shall notify Member in writing and specify the intervals at which reimbursement is due. (b) With respect to the additional equipment furnished to Member pursuant to Section 2.2a, Member shall make quarterly reimbursement to the ETSB for any costs associated with the use of the equipment on a quarterly basis as determined by the ETSB.

Section 5.4 – Cooperation and Access. Throughout the term of this Agreement, Member shall provide the ETSB with reasonable cooperation and access to its facilities to promote the delivery of the subscriber units, and other equipment for the training of Member's personnel, programming or repair of ETSB owned equipment and any other purposes of this Agreement.

Section 5.5 – Miscellaneous Costs. Member further agrees to:

- (a) Accessories: ETSB may provide replacement parts for the radios. Pursuant to ETSB policy 911:005.8: TDMA Compliance, Authorized Subscriber Units and Accessories or any subsequent policy approved by the ETS Board specific to DEDIR portable and mobile radios, any costs determined to be Member responsibility shall be the responsibility of the Member.
- (b) Any other costs deemed not allowable for 9-1-1 surcharge shall become the responsibility of the Member.
- (c) Any costs for new equipment or accessories that may arise subsequent to the execution of this Agreement shall be responsibility of the Member as designated by policy developed by PAC and recommended to the ETS Board and approved by the ETS Board as allowed by law.

Section 5.6 – Risk of Loss, Insurance. Upon the delivery of the County-owned equipment to, Member shall bear the risk of loss for any damage or loss to such equipment beyond the coverage provided in the warranty and maintenance agreements entered into by ETSB for any and all equipment that is part of this Agreement or covered by County or ETSB insurance. For occurrences that are not normal wear and tear, the Member shall reimburse ETSB the cost of the insurance deductible or the replacement cost of the radio if not covered by insurance. The Parties acknowledge that during the term of this Agreement, the deductible may increase due to inflation. The Member agrees to provide any required paperwork necessary for insurance submission such as memorandums or police incident reports.

Section 5.7 – Special Responsibilities in the Event of Loss of Surcharge. Upon the determination by the ETSB as a result of the loss of funding including, but not limited to, an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation of the DEDIR system in the manner contemplated by this agreement, it may require Member to assume the costs associated with the maintenance and/or the operation of the subscriber units, consoles, and control stations deployed to Member pursuant to Section 2.2. The County may transfer ownership of the deployed equipment to Member as full consideration of its assumption of costs.

Section 5.8 – Subsequent Purchase of Equipment. The parties agree that should Member desire to purchase additional equipment for use on the DEDIR System after its execution of this Agreement and

outside of the contract under PO921054, it shall be solely responsible for any costs associated with its purchase, maintenance, or operation which may be incurred by the ETSB.

Part 6 – Term and Termination

Section 6.1 – Effective Date. This Agreement shall commence upon its execution by the parties and the approval of the DEDIR System and all of its associated contracts and change orders by the voting membership of the ETSB, and if applicable, by the County Board. The Agreement shall continue until December 21, 2028, or until it is terminated in accordance with this Part 6.

Section 6.2 – Termination by Election of Parties. After the term of this Agreement, either party wishing to terminate this Agreement may do so for any reason upon one-hundred twenty (120) days written notice to the other. Upon termination, except as provided in Section 6.6, Member shall, at the discretion of the ETSB and the County, return all County-owned equipment or reimburse the County for the cost of the equipment as detailed in the original purchase contract less depreciation as calculated in Section 6.4. The terminating party shall be responsible any costs associated with equipment removal as well as previously contracted costs of maintenance and equipment use. A request by the ETSB, pursuant to Section 2.6 for the reasons provided by that Section, for a return of less than all of equipment allocated to Member shall not automatically operate to terminate this Agreement.

Section 6.3 – Effects of Termination. Upon the effective date of the termination of this agreement pursuant to a written notice by Member as set forth in Section 6.2, (1) Member's right to use the DEDIR System shall cease; (2) Member's obligation to reimburse the ETSB for any costs as provided in this Agreement shall remain in full force and effect; and (3) Member shall promptly return all County-owned equipment to the ETSB.

Section 6.4 – Valuation of Assets at Termination. The parties agree that the assets contemplated for deployment to Member have a useful life of ten (10) years and that the straight-line method of depreciation shall be used in determining the residual values of such assets.

Section 6.5 – Termination as a Result of Consolidation. In the event, for the purpose of consolidating its emergency dispatch system, Member enters into an intergovernmental agreement with an intergovernmental agency which participates in the DEDIR System, this Agreement between Member and the County shall terminate and further use of the DEDIR System by Member shall be governed by the agreement between the intergovernmental agency and the County.

Section 6.6 – Termination as a Result of Loss of Surcharge. When the ETSB determines as a result of the loss of funding including, but not limited to an elimination or reduction of the surcharge by any means, it cannot continue to fund the continued operation the DEDIR system, the County may transfer ownership of all subscriber units, consoles and control stations to the presently deployed to Member and Member agrees be liable for any costs associated with the DEDIR system attributable to Member including but not limited to costs associated with the procurement, operation, and maintenance of such assets, and such assumption of costs shall constitute full consideration for the transfer of said assets.

Section 6.7 Interoperability. The Parties agree that should it become necessary to invoke Section 6.6 of the Agreement that the DEDIR System shall remain intact and that the Parties agree to abide by the policy

recommendations made by PAC and approved by the ETSB for the purposes of public safety interoperability and delivery of emergency service to the community.

Part 7 – Miscellaneous Terms

Section 7.1 – No Joint Venture. This Agreement shall not be construed in such a way that the County, the ETSB, or the Village or Fire Protection District, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

Section 7.2 – Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Attention: DuPage County
c/o Emergency Telephone System Board
421 County Farm Road
Wheaton, IL 60187

If to the Member, to:

Section 7.3 – Entire Agreement. This Agreement constitutes the entire agreement of the county on behalf of the ETSB and Member with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between Member and the county with respect to the subject matter hereof.

Section 7.4 – Approval Required and Binding Effect. This Agreement between the County on behalf of the ETSB and Member shall not become effective unless authorized by the County. This Agreement constitutes a legal, valid and binding agreement, enforceable against Member and, once duly authorized and executed as set forth herein, against the county.

Section 7.5 – Representations. Each party represents that it the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 7.6 – Covenant Not to Sue. The parties hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.

Section 7.7 – Indemnification. The parties hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members,

commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or to the use of the DEDIR System to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of the supplied equipment to function properly, the failure of radio transmissions to be accurately transmitted and/or received or the failure of the DEDIR System or the STARCOM21 System to operate as designed.

Section 7.8 – Amendments. This Agreement may be amended upon the written agreement of the parties.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE:

MEMBER:

Deborah A. Conroy
County Board Chair

By:
Title:

Date: _____

Date: _____

Attachment Listing

Attachment A – Equipment List

Attachment A
 DEDIRS 2022 Radio Replacement
 DuPage County Sheriff's Office Inventory List Pricing

Radio Type	Quantity	Equipment Value	Amount ETSB Purchasing	Amount Agency Purchasing	ETSB Cost	Agency Cost
APX Next with - Remote Speaker Mic, Holster, 2 Batteries	141	\$ 914,424.48	126	15	\$ 837,196.19	\$ 77,228.29
APX Next XN with - Remote Speaker Mic, Holster, 2 Batteries	0	\$ -	0	0	\$ -	\$ -
APX 4000 with - Remote Speaker Mic, Belt Clip, 2 Batteries	248	\$ 451,908.08	0	248	\$ -	\$ 452,056.88
Mobile (Dash Mount)	0	\$ -	0	0	\$ -	\$ -
Mobile (Dual Head)	0	\$ -	0	0	\$ -	\$ -
Mobile (Remote Head)	9	\$ 44,906.04	0	9	\$ -	\$ 44,906.04
APX Next Single Charger	135	\$ 15,525.00	135	0	\$ 15,525.00	\$ -
APX Next Multi Charger	2	\$ 1,920.00	1	1	\$ 960.00	\$ 960.00
APX Next Car Charger	0	\$ -	0	0	\$ -	\$ -
APX 4000 Single Charger	137	\$ 7,672.00	137	0	\$ 7,672.00	\$ -
APX 4000 Multi Charger	21	\$ 10,059.00	19	2	\$ 9,101.00	\$ 958.00
Total (Radios)	398	\$ 1,411,238.60	126	272	\$ 837,196.19	\$ 574,191.21
Total (Chargers)	295	\$ 35,176.00	292	3	\$ 33,258.00	\$ 1,918.00
Overall Total	693	\$ 1,446,414.60	418	275	\$ 870,454.19	\$ 576,109.21

Approval of Inventory List

Signature: _____

Name: _____

Title: _____

Date: _____

ETSB Signature: _____

SAMPLE ATTACHMENT A

Equipment Delivery

Signature: _____

Name: _____

Title: _____

Date: _____

ETSB Signature: _____



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 8, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, to Refuse the Expenditure of Village Resources to Assist the Federal Government in Immigration Enforcement Actions.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, TO
REFUSE THE EXPENDITURE OF VILLAGE RESOURCES TO ASSIST THE FEDERAL
GOVERNMENT IN IMMIGRATION ENFORCEMENT ACTIONS**

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 is a welcoming city that respects, upholds, and values equal protection and equal treatment of all residents and visitors, regardless of race, gender, sexual orientation, religion, country of origin, or immigration status; and

WHEREAS, access to Village services is essential for all Village residents, and all individuals should have equal access to public safety, emergency services, or social assistance without fear; and

WHEREAS, the Village and the Villa Park Police Department are committed to providing the same opportunities, resources, and treatment to everyone, regardless of their background, characteristics, or beliefs, ensuring that everyone is treated in a just and unbiased manner, free from prejudice; and

WHEREAS, the resources of the Village are finite, and the funding of Village services, including public safety services, through local property taxes is an issue of extraordinary concern; and

WHEREAS, the Federal Government is best suited, and is required by law, to enforce federal immigration laws; and

WHEREAS, the Village does not have sufficient resources to assist the Federal Government in the enforcement of immigration laws while still providing vital services to the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, will not tolerate acts of hate, discrimination, or harassment against any resident or visitor to the Village’s community; and

BE IT FURTHER RESOLVED, members of the Villa Park Police Department will not use Village or departmental resources—including monies, facilities, property, equipment, or personnel—to investigate, enforce, or assist in the investigation or enforcement of any federal program based solely on actual or perceived immigration status; and

BE IT FURTHER RESOLVED, the Villa Park Police Department shall not inquire about the immigration status of an individual, including a crime victim, a witness, or a person who calls or

Resolution No. _____

approaches the police seeking help, unless there is a connection between the information and an investigation into the violation of state or local criminal law; and

BE IT FURTHER RESOLVED, the Villa Park Police Department and its officers shall not stop, question, interrogate, investigate, or arrest an individual based solely on the person's immigration status or alleged violations of federal immigration law; and

BE IT FURTHER RESOLVED, the Villa Park Police Department and its officers shall not perform or support the functions of a federal immigration officer or otherwise engage in the enforcement of federal immigration law; and

BE IT FURTHER RESOLVED, the Village reaffirms its commitment to ensuring that all individuals, regardless of immigration status, have safe and equal access to public safety, emergency services, and social resources without fear of discrimination, harassment, or detention based solely on their immigration status.

PASSED this 8th day of September, 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



MEMORANDUM

TO: Village Board of Trustees
FROM: Ryan Morton, Village Attorney
DATE: September 8, 2025
SUBJECT: Elected Officials Social Media Policy

RECOMMENDED ACTION:

BACKGROUND:

There are three policies included in the packet. One is the Village's original social media policy (and authorizing resolution) from 2012. That policy governed the actions of elected officials, officers, commissioners, employees, and volunteers. The Village Board replaced that policy in August 2024 with a new policy, updating terminology and limiting its applicability to employees. Both the 2012 policy and the 2024 policy relate to the use of official Village equipment and Village social media accounts. Lastly, the draft policy was created at the behest of some village trustees. The purpose of that policy is to address elected officials' use of social media on accounts unaffiliated with the Village, which is an area not addressed in the 2024 (or 2012) policy.

DISCUSSION:

No changes have been made to the content of the draft policy from prior versions presented to the village board in recent months. The only alteration from the original version is that certain provisions were highlighted to indicate that they relate to legal requirements. All other provisions are "best practices" that the village board may wish to adopt as a form of self-regulation to avoid potential problems, similar to the existing board policies on procedure and decorum.

RULES OF ORDER & PROCEDURES FOR THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK, ILLINOIS

* * *

____. Social Media

- A. Village Social Media Accounts. The Village of Villa Park maintains multiple social media accounts, including, but not limited to, accounts on Facebook, Twitter, Instagram, YouTube, and LinkedIn. These “Village Social Media Accounts” are used to communicate with the public on Village-related news and events. They are maintained by Village employees. Elected Officials shall not post material directly from or to a Village Social Media Account. Any Elected Official who wants something published on Village Social Media Accounts, either attributed to the Elected Official or attributed generally to the Village, must submit a request to the Village Manager or his/her designee, who will determine whether the information will be posted. The Board of Trustees may also require the posting of information on Village Social Media Accounts by a majority vote at an open meeting.
- B. Elected Official Social Media Accounts. Elected Officials may choose to maintain social media accounts on their own for the purpose of communicating with the public on Village-related news and events. These “Elected Official Social Media Accounts” are not maintained by Village employees. A social media account used by an Elected Official primarily for personal communication will still be considered an Elected Official Social Media Account any time the account is used to communicate Village business.
- C. Restrictions. Elected Officials are generally allowed to use their Elected Official Social Media Accounts for any purpose and in any manner, subject to the following restrictions:
 - 1. Elected Officials shall maintain decorum in all dealings with the public, whether in person or on social media. Elected Officials should refrain from personal insults, profanity, ethnic slurs, inflammatory content, and other conduct unbecoming of a representative of the Village.

2. Elected Officials shall not use any names of employees, vendors, suppliers, residents, or other Elected Officials without those individuals' prior approval.
3. Elected Officials shall obey all privacy protection laws. Elected Officials shall protect confidential and privileged Village information at all times. No information discussed in executive session shall be mentioned or alluded to. No information regarding litigation shall be shared without prior approval of the Village Attorney.
4. Elected Officials shall not make any posts or comments that would lead to the removal of the posts or comments if another user had made them, as detailed below in (D)(2).
5. Elected Officials shall refrain from posting or sharing false, inaccurate, or misleading information. If an Elected Official learns that information previously posted or shared is false, inaccurate, or misleading, the Elected Official shall correct the prior post and indicate that the post was corrected.
6. Elected Officials should not interact with other Elected Officials on their Social Media Accounts to avoid violations of the Open Meetings Act.

D. Managing Elected Official Social Media Accounts

1. Elected Officials may not block, ban, or otherwise frustrate any user from interacting with an Elected Official Social Media Account.
2. Elected Officials may remove user's comments from their Elected Official Social Media Account, but only if the comments fall under one of these categories:
 - a. Slanderous, libelous, or defamatory language or content against any person.
 - b. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation.

- c. Sexual content or links thereto.
- d. Commercial solicitations.
- e. Private or sensitive information of any individual, including addresses and phone numbers.
- f. Conduct or encouragement of illegal activity.

- 3. Prior to the removal of any post or comment from an Elected Official Social Media Account, the Elected Official must create and save a copy of the post or comment in another non-public format (e.g., a screenshot).

DRAFT

VILLAGE OF VILLA PARK

SOCIAL MEDIA SITE POLICY

Purpose

The Village of Villa Park recognizes that social media services (such as Facebook, Instagram, X/Twitter, LinkedIn, and Nextdoor) provide a pathway for delivering information to residents, visitors, and community partners about activities, programs, news, goals and initiatives, and other information and materials intended to increase public awareness, social capital, and civic engagement. The purpose of the Village of Villa Park Social Media Site Policy is to outline the terms and use, prohibited content, and disclaimers as they apply to all Village social media accounts that serve as a communication tool between the Village and the public. Administrative and Information Technology personnel, and their designees, are the administrators of the Village's social media accounts, including social media accounts of Village commissions and individual Village departments.

Terms of Use

Social media sites administered by Village staff are limited public forums. The Village does not make its social media accounts available for general public discourse, but rather reserves and limits the topics that may be discussed on the social media accounts. All posts and comments made by social media users (any individual or organization with a registered account(s) on Facebook, X/Twitter, Instagram, LinkedIn, and/or Nextdoor, etc.), are also subject to the following terms and conditions established by the Village of Villa Park:

- Users who engage with social media accounts that are created and managed by the Village of Villa Park, must review and adhere to the terms of use of the social media host, and the social media policy established by the Village, prior to submitting a post or comment on any social media account maintained by the Village.
- By posting or commenting on any Village social media account, a user is acknowledging acceptance of all applicable terms of use of the Village and the social media host.
- Users should be aware that the Village staff does not monitor activity on social media accounts 24 hours a day/7 days a week. Consequently, Village social media accounts are not intended for conducting official business and cannot accommodate a user's attempt to report concerns or make official inquiries. Users needing assistance with questions or concerns shall contact the proper Village office or department directly during normal business hours and not via social media. These calls for action and inquiries may include but are not limited to reporting a crime, requesting emergency and non-emergency police and/or fire response, reporting public utility or infrastructure emergencies (downed power lines, power outages, road hazards, gas leaks, flooding, etc.) reporting code enforcement violations and requesting information pursuant to the Freedom of information Act ("FOIA").
- Posts made by Village staff may be generated in advance and scheduled for release on certain days/times, automatically. New postings do not always indicate an administrator is active on the site.
- In case of an Emergency or potentially dangerous situation, users should dial 911.
- To report a crime or suspicious activity, users should dial 911 or call the non-emergency Village Police Department telephone number (630) 834-7447.
- To report non-emergency concerns regarding code enforcement, new construction, street, sidewalk, or water-related issues, users should call the Village's Community & Economic Development and Public Works main telephone number at (630) 433-4300

- All postings and comments made on the Village of Villa Park social media sites are voluntary and made at the user's own risk.
- Comments posted by the public on Village social media sites do not reflect the opinion(s) of the Village. The Village does not endorse or oppose, by its actions or inactions related to restriction, removal or deletion of submissions/postings, the comments/content submitted/posted by others. Social Media users alone are responsible for their comments, usernames, and/or any information or content they place or attempt to place on Village sites.

Prohibited Content

The Administrative and Information Technology staff of the Village, and their designees, reserve the right to restrict, remove and delete content and/or block any person, group, or entity submitting and/or comment(s)/posting(s) that are contrary to or inconsistent with the purpose of the page, not topically related to particular postings authorized by the Village staff, violate applicable law, and/or violate the applicable terms and conditions of use of the Village and/or the social media host.

Only posts and/or comments consistent with the social media host's terms of use and the terms of use established by the Village are welcome. Any information, posts or comments containing the following content will be removed from the social media site:

- Abusive, profane, threatening, defamatory, slanderous, libelous, hateful, harassing, or stalking, racist, sexist, homophobic, vulgar, obscene, violent, pornographic or sexual and/or criminal or unlawful language or content.
- Content not typically related to a particular posting generated by Village staff.
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or other protected status under applicable law;
- Content that constitutes or includes solicitation of commerce, commercial activities, and fundraising or sponsorship, including but not limited to "stem" and other commercial content submitted/posted by individuals, groups, entities, or automatic software programs.
- Comments that constitutes, conducts, solicits, promotes, encourages or incites criminal or illegal activity or comments that otherwise incite imminent lawless action.
- Content that constitutes or includes an inappropriate and/or authorized disclosure of personal data or private/personal information about any individual, including but not limited to, address, phone number, social security number or other sensitive information.
- Content that may tend to comprise the safety and security of the public or public systems;
- Content that constitutes or includes copyrighted or trademarked material and/or content that violates the legal ownership interest of another party, submitted or posted without proper authorization or consent.

Disclaimer

The Village of Villa Park disclaims any and all responsibility and liability for any materials or content that the Village staff deems inappropriate for posting. The Village shall make efforts to remove said materials in an expeditious manner, but disclaims liability if circumstances exist that prevent or hinder efforts to remove said materials.

"Friending," "liking," and/or similar exchanges/actions between individual Village officers or employees and a social media site user does not indicate Village endorsement of that user's actions or comments.

The Village reserves the right to amend its Social Media Site Policy and terms of use at any time. If the Village determines that any social media outlet is ineffective or is not feasible to maintain, the Village reserves the right to close the site.

RESOLUTION No. 12-42

**A RESOLUTION APPROVING THE SOCIAL MEDIA POLICY FOR THE
VILLAGE OF VILLA PARK, 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; and,

WHEREAS, the President and Board of Trustees desire to establish for elected officials, appointed officers, appointed Village commission members, employees, volunteers and other affiliated Village organizations a policy regarding the use of web sites; and,

WHEREAS, this policy shall apply to both the Village's web sites and the use of other social media sites.

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 *SOCIAL MEDIA POLICY OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS*, attached hereto and made a part hereof by reference as Exhibit A, be and are hereby approved as the social media policy for the Village of Villa Park, Illinois.

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

PASSED this 16 day of July, 2012, pursuant to a roll call vote as follows:

AYES: Aiello, Taglia, Bulthuis,
Kase

NAYS: Bullwinkel

ABSENT:
Davis

APPROVED this 16 day of July, 2012




Village President

Attest: 
Village Clerk

SOCIAL MEDIA POLICY OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS

1. PURPOSE.

This policy is established to give direction to the Village of Villa Park Elected Officials, appointed officers, appointed Village commission members, employees, volunteers and other affiliated organizations regarding the use of Village social media web sites to engage in social networking.

2. RESPONSIBILITY.

- A. It is the responsibility of the Village Manager to act as the Village's official spokesperson and maintain the Village's official web presence via social media/networking and the internet.
- B. It is the responsibility of the Village's contracted Information Technology employee to administer security and monitoring measures that support this policy.
- C. All Village Elected Officials, Appointed Officers, appointed members of Village commissions, volunteers and employees wishing to engage in social networking on behalf of the Village shall coordinate and seek approval from the Village Manager.
- D. It is the responsibility of social media users and those engaged in social networking to stay informed regarding Village policies related to this activity.

3. DEFINITIONS.

Social Media: Various forms of discussion and information sharing including social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums. Technologies include: picture sharing, wall-posting, e-mail, instant messaging, and music-sharing to name a few. Examples of social media applications include, but are not limited to,

Google and Yahoo Groups (reference, social networking); Wikipedia (reference); MySpace (social networking); Facebook (social networking); YouTube (social networking and video sharing); Flickr (photo sharing); Twitter (social networking and microblogging); LinkedIn (business networking); and, news media comment sharing/blogging.

Social Networking: The practice of expanding the number of one's business and/or social contacts by making connections through web-based applications. Social networking may include participation in clubs and organizations, phone conversations or written correspondence such as letters. This policy focuses on social networking as it relates to the internet to promote such connections and is only now being fully recognized and exploited, through web-based groups established for that purpose. Web sites dedicated to social networking on behalf of the Village include:

_____(INSERT)_____

4. PROCEDURES.

A. Access to the internet and/or internet e-mail may be assigned by the Village Manager and supervised by the Information Technology employee. Elected Officials, appointed officers, members of Village commissions, volunteers and employees should follow regulations and policies relating to internet usage and social/media networking as follows:

1. Regardless of the user's location when accessing the internet or internet e-mail, if the account used is one provided by the Village, all Elected Officials, appointed officers, members of Village commissions, volunteers and employees should conduct official Village business via that access, but only after approval by the Village Manager.

2. Use of the Village-provided internet and internet e-mail is a privilege. Unauthorized use will result in the loss of access for the user and, depending on the seriousness of the infraction, may result in disciplinary action as deemed appropriate.
3. Elected Officials, appointed officers, members of Village commissions, volunteers and employees should recognize that there are restrictions and limitations to use of the internet and its related technologies. Elected Officials, appointed officers, members of Village commissions, volunteers and employees should be as conservative as possible in such use and understand that public records laws may bring their use under scrutiny by the media and the public.

No personal use of Village internet is permitted other than on a very limited basis.

Examples of what could be considered personal use on a very limited basis include scheduling of appointments and communications regarding Village related social events. This time should be kept short in duration in terms of time accessed.

4. Restrictions from all use by any Elected Official, appointed officer, member of Village commissions, volunteer or employee include, but are not limited to:
 - a. Use for personal or financial gain.
 - b. Discourteous communication to or about other persons or organizations.
 - c. Solicitation, including charitable campaigns, except as specifically authorized or part of official Village-sponsored events.
 - d. Issuing or forwarding chain mail and other frivolous messages such as practical jokes or remarks regarding or relating to a person's class,

religion, gender, race, national origin, disability, sexual orientation or any other factor that could offend a reasonable person.

5. The Village's e-mail and internet communications are not private and will be monitored.

B. USE OF SOCIAL MEDIA SITES BY ELECTED OFFICIALS, APPOINTED OFFICIALS OR MEMBERS OF VILLAGE COMMISSIONS.

Personal/private blogging or personal/private use of social media sites including, but not limited to Facebook, MySpace or Twitter on behalf of the Village or using Village computers or devices such as internet-enabled personal digital assistants (PDAs) such as Blackberries or other "smart phones" is prohibited unless specifically authorized by the Village Manager or the Village Board. Elected Officials, Appointed Officials, members of the Village commissions, or volunteers may not attribute personal statements, opinions or beliefs to the Village of Villa Park when engaging in private blogging. Elected Officials, Appointed Officials, members of the Village commissions or volunteers should refrain from disclosure of confidential information or information that could create Village liability. Elected Officials, Appointed Official members of the Village commissions or volunteers are not permitted to use the Village logo and trademarks on personal/private social media blogs. Elected Officials, Appointed Officials or members of the Village commissions are to assume any and all risk associated with blogging.

C. USE OF SOCIAL MEDIA SITES BY EMPLOYEES.

Personal/private employee blogging or personal/private use of social media sites including, but not limited to Facebook, MySpace or Twitter is prohibited during working hours. It is also prohibited using Village computers or devices such as internet-enabled personal digital assistants (PDAs) such as Blackberries or other

“smart phones.” Employees may not attribute personal statements, opinions or beliefs to the Village of Villa Park when engaging in private blogging. Employees are prohibited against disclosure of confidential information or information that could breach the security of the Village’s computer system in any way. It is also prohibited to use the Village logo and trademarks on personal/private social media blogs. Employees are prohibited against posting any material that would constitute harassment, hate speech or libel. Employees assume any and all risk associated with blogging. The Village may require immediate removal of, and impose discipline for, material that is disruptive to the workplace or impairs the mission of the Village.

D. GENERAL REGULATION.

1. Blogging or use of such social media sites on behalf of the Village including, but not limited to facebook, MySpace or Twitter when doing so as must be coordinated with and authorized by the Village Manager who shall also serve as the official spokesperson for the Village in the area of social media/networking.
2. Use of social media of a business nature such as LinkedIn or a “Members Only” maintained by a Village-approved professional organization may be permitted if limited to a professional rather than personal nature and kept short in duration in terms of time accessed. Short is defined as less time than would typically be taken as a personal break during the workday that would be deemed acceptable by a direct supervisor, or such time as given prior approval by one’s supervisor.
3. The Village of Villa Park shall maintain one official: [to be inserted] *i.e.*, Web page, Twitter, You Tube, *etc.* Content submitted for posting that is deemed not suitable for posting by the Village Manager because it is not typically related to the particular social networking site objective being commented upon, or is

deemed prohibited content based on the criteria below, shall be retained pursuant to record retention laws along with a description of the reason the specific content is deemed not suitable for posting.

Village of Villa Park social networking content and comments containing any of the following forms of content shall not be allowed for posting:

- a. Comments not typically related to the particular site or blog article being commented upon.
 - b. Profane language or content.
 - c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
 - d. Sexual content or links to sexual content.
 - e. Solicitations of commerce, unless specifically authorized by the Village Manager in conjunction with a Village-sponsored program and/or marketing campaign.
 - f. Conduct or encouragement of illegal activity.
 - g. Information that may tend to compromise the safety or security of the public or public systems.
 - h. Content that violates a legal ownership interest of any other party.
 - i. Content related to any individual's or group's political campaign.
4. The Village of Villa Park reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.
 5. All Village of Villa Park social networking sites shall adhere to applicable state, federal and local laws, regulations and policies including all records management policies and other applicable laws. Freedom of Information Act

and e-discovery laws and policies apply to social media content and, therefore, content must be able to be managed, stored and retrieved to comply with these laws.

Any use of the internet and/or internet email in violation of this policy may result in discipline, including termination. Unlawful use may result in referral for criminal prosecution.



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: September 8, 2025

SUBJECT: 5 ILCS 120/2(c)(5)
The purchase or lease of real property for the use of the public body.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION: