



VILLAGE OF VILLA PARK

Villa Park Recreation Center
320 E, Wildwood Avenue
Villa Park, IL 60181

Special Meeting of the Village Board of Trustees

Village Board of Trustees

November 3, 2025

7:00 PM

Village President Kevin Patrick
Village Clerk Rolf Laukant

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

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. **Presentations**
 - a. Presentation from York Township Supervisor Tim Murray.
7. **New Business**
 - a. Motion to donate \$5,000.00 from the General Fund to Friends of York Township 501(c)(3) to be used in support of the community food pantry benefiting residents of Villa Park.
8. **Resolutions**
 - a. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and Approving an Agreement with Teska Associates, Inc. to Assist with Community Development
9. **Executive Session**
10. **Adjournment**

The VPRC 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.



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: November 3, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and Approving an Agreement with Teska Associates, Inc. to Assist with Community Development

RECOMMENDED ACTION:

This resolution would approve an agreement with Teska Associates, Inc. to provide certain services for the Community Development Department for a limited time. Staff recommends approval.

BACKGROUND:

A planner in the Community Development Department will be on leave for a few months, creating a temporary need for additional services, particularly in the area of permit review. Teska Associates, Inc. has substantial background in this field and is able to provide those services on an as-needed basis as a consultant. The resolution would authorize and approve the attached agreement.

DISCUSSION:

The agreement with Teska Associates, Inc. limits the company's involvement to whatever tasks are assigned by the Interim Director of Community & Economic Development. Their time will be billed hourly at different rates depending on the professional assigned. The possible scope of their services is contained in the Agreement, but the Village likely will not use Teska for all those services. Although the agreement has a term extending through December 2026, the Village can choose to terminate the agreement at any time, or simply not utilize services for any length of time.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AUTHORIZING AND APPROVING AN AGREEMENT
WITH TESKA ASSOCIATES, INC. TO ASSIST WITH COMMUNITY
DEVELOPMENT**

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, Teska Associates, Inc. provides community development services for municipalities; and

WHEREAS, in anticipation of a temporary staff vacancy in the Community Development department, the Village requires temporary assistance in the area of planning, including permit review (the “*Services*”); 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 an agreement with Teska Associates, Inc. to provide the Services to the Village for a limited time frame.

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 Agreement by and between Teska Associates, Inc. and the Village of Villa Park (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Manager or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3: The officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement.

Resolution No. _____

Section 4: 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.

Section 5: All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6: 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

DRAFT
AGREEMENT BETWEEN
THE VILLAGE OF VILLA PARK, IL.
AND
TESKA ASSOCIATES, INC.

This AGREEMENT made and entered into this _____ day of *November, 2025* by and between the *Village of Villa Park*, an Illinois Municipal Corporation with office at *11 W. Home Avenue Villa Park, Illinois 60181*, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at *627 Grove Street, Evanston, Illinois 60201*, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with planning services and professional support to the Village, as further described herein (hereinafter referred to as the "SERVICES"), and the CONSULTANT has signified its willingness to furnish the SERVICES to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those SERVICES outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions. CONSULTANT makes no other representations and no warranties of any kind, whether express or implied, with respect to its services rendered hereunder. The SERVICES shall be provided on an as-needed basis, as may be determined by the CLIENT, and each assignment shall be deemed a "PROJECT" for purposes of this Agreement.

B. Services to be provided by the CLIENT

In the event that any information, data, reports, records and maps are existing and available and are useful for carrying out the work on any PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the

services described in Attachment "A". The CLIENT designates Interim Director of Community & Economic Development, Michelle House, to act as its representative with respect to the designation of Projects and the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign Vice President of Planning, Michael Blue as Project Principal with respect to the work to be performed under this agreement.

C. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to each PROJECT, assigned by the CLIENT plus reimbursement for directly related expenses such as reproduction, travel, subcontractors, etc.). It is understood that the retention of any subcontractor for which the CONSULTANT seeks reimbursement shall be subject to the prior written approval of the Client. The billing rates for professional staff are:

Michael Blue	\$180 / hour
Emma Swanson	\$130/ hour
Pete Iosue	\$155/ hour
Other Principals	\$145 -- \$180/hour
Senior Associates	\$130 -- \$140/hour
Associates	\$125 -- \$130/hour

No retainer nor minimum compensation for services is awarded with this agreement. Budgets and Tasks for individual assignments will be requested by the CLIENT, prepared by the CONSULTANT and agreed to by the CLIENT prior to execution of each PROJECT. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced monthly.

D. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices for costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Prompt Payment Act of the State of Illinois. To the extent permitted by applicable law, the CLIENT agrees to pay all costs and disbursements, including reasonable attorney's fees, incurred by the CONSULTANT in legal proceedings to collect for invoices which are delinquent and payable. No interest or collection costs shall be included in the upset maximum budget of this Agreement.

If the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the consultant may, after giving seven days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

E. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through December 31, 2026.

F. Excusable Delays

The CONSULTANT shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the CONSULTANT to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, illness, accidents, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

G. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT upon payment of all invoices properly submitted and due the CONSULTANT under the terms of the Agreement. CLIENT acknowledges that incomplete documents are not represented as suitable for any use or purpose, and further agrees to defend, indemnify, and hold the CONSULTANT harmless from and against all claims, costs, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or relating to any use, reuse, or modification of any CONSULTANT-authored documents that occurs without the CONSULTANT'S consent and professional involvement. This includes any subsequent use or completion of any incomplete documents.

H. Dispute Resolution

The parties agree that all claims, disputes, or other matters in question that arise out of or relate to this AGREEMENT or the breach thereof shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. If mediation fails to resolve the matter, either party may initiate litigation in a court of competent jurisdiction.

I. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

J. Changes

The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

K. Hold Harmless

The CLIENT shall hold the CONSULTANT harmless, protect and defend the CONSULTANT against any claims brought by third parties in connection with the implementation of any recommendations made or services rendered by the CONSULTANT in accordance with the Agreement that are not the result of the CONSULTANT'S negligence.

To the fullest extent permitted by law, the total liability in the aggregate, of the CONSULTANT to the CLIENT or anyone claiming by, through, or under the CLIENT, whether arising in tort, breach of contract, or by virtue of any other cause of action or legal theory, shall be limited to the coverage and limits of the insurance required of CONSULTANT by this Agreement.

The CONSULTANT shall indemnify and hold the CLIENT harmless from and against damages, costs, liabilities, and expenses, to the extent caused by the CONSULTANT'S

negligence in the performance of its services under this Agreement.

L. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement Commercial General Liability, Professional Liability and Automobile Liability coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000
Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000

<u>Professional Liability</u>	\$2,000,000
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IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:
TESKA ASSOCIATES, INC.

CLIENT:
VILLAGE OF VILLA PARK, IL

BY: _____
Michael Blue, FAICP
VP of Planning

BY: _____

Date: _____

Date: _____

ATTACHMENT A SCOPE OF SERVICES

1. The Study Area

For the purposes of this Agreement, the study area is defined as the Villa Park, IL and all unincorporated land contiguous to and within 1-½ miles of the Village's municipal limits.

2. Consultant SERVICES

Development Review, Observation, and Testimony. This category of service includes all activities related to review of specific private development proposals, including, but not limited to the following:

- Meetings with Village staff, consultants and developers/property owners to review current development activity, plans and preliminary project proposals and applications.
- Review of development plans and preparation of advisory memoranda, including recommendations for each development application.
- Review subdivision, zoning and planned development applications.
- Preparation or review of fiscal impact analyses and / or assessment of market analytics of proposed developments.
- Evaluation of project TIF eligibility or impact of a development on a TIF district.
- Site observation to ensure integrity of site and landscape plans through installation.
- Preparation of site observation reports noting compliance or installation deficiencies.
- Final site observation/inspection of site and landscape plans prior to final acceptance of improvements by Village
- Expert testimony on behalf of the Village
- Attendance at Planning and Zoning or other Commission meetings, as requested, providing oral comments and recommendations.
- Attendance at Village Board meetings, as requested.

Staff Support SERVICES. This category of service includes all requested activities not related to the review of specific private development proposals, including, but not limited to the following:

- General assistance with matters of Village services, plans, programs, operation or governance as requested by the CLIENT.
- Attending meetings in regard to and assisting the Village with development new

- plans, policies, or programs.
- Coordination with the Interim Director of Community & Economic Development in the scheduling and preparation of the Planning and Zoning Commission, or other meeting agendas.
- Formulation of annexation, zoning and subdivision application procedures.
- Interpretation of codes and ordinances.
- Update Village zoning map.
- Attendance at Planning and Zoning or other Commission meetings, as requested, providing oral comments and recommendations.
- Attendance at Village Board meetings, as requested.
- Oversight of compliance with zoning code and other development related ordinances.
- Support for public meetings

3. Consultant PROJECTS

From time to time, the Village, through the Interim Director of Community & Economic Development or their designee may request Teska Associates, Inc. to conduct studies, prepare alternatives, prepare documents or make recommendations related to current or long range planning issues for the Village of Villa Park. Such PROJECTS may include but are not limited to:

- Manage updates, revisions, and amendments to the Zoning and Subdivision ordinances, or other development codes of the Village
- Manage updates, revisions, and amendments to the Comprehensive Plan of the Village
- Prepare detailed special area plans and /or design guidelines for the business districts and other key development areas/corridors of the Village, illustrating the Village's preferred development or design approach.
- Prepare landscape plans for municipal sites, buildings, and roadways.
- Prepare TIF eligibility or redevelopment related plans.
- Develop special area plans

CONSULTANT services for such PROJECTS will be provided in response to a specific request for services (in writing or by phone) made by the Interim Director of Community & Economic Development or their designee. The CONSULTANT will provide an estimate of the work effort and fees in advance of the Interim Director of Community & Economic Development authorizing such work order.