

**AGENDA  
REGULAR MEETING OF  
THE PRESIDENT AND THE BOARD OF TRUSTEES  
THE VILLAGE OF WAYNE  
5N430 Railroad Street - Wayne, Illinois 60184**

**Tuesday, September 2, 2025  
7:30pm**

**Link to Join Webinar  
<https://us06web.zoom.us/j/85036473381>**

**I. Pledge of Allegiance**

**II. Call to Order - Roll Call**

**III. Public Comment - (please limit your comments to three minutes)**

*Speakers may submit written comments in lieu of verbal comments by emailing them to [clerk@villageofwayne.org](mailto:clerk@villageofwayne.org) not later than noon the day preceding the day of the meeting. The Clerk shall deliver written comments to the Board President and Trustee. The President may acknowledge receipt of them during open meetings without reading them verbatim. Though not required by OMA, anyone wishing to make public comments without attending the meeting in person may do so through the Village's zoom platform by clicking the raise hand icon.*

*The Public Comment section is intended to give the public an opportunity to present a comment or opinion to the Board of Trustees. It is not intended to be a time for questions and answers or debate on political issues. Discussion between speakers and other members of the audience will not be permitted. For questions, please email members of the Board directly and a Board member or staff will respond directly. Public Comment should be limited to this portion of the agenda and the public should not interrupt the Board during the remainder of the meeting. Should a member of the public become disruptive or interrupt another speaker they will be warned once, and if the disruption continues, removed from the meeting.*

**IV. Reports of Boards, Commissions, Staff, and Action Items**

- A. Plan Commission**
- B. Zoning Board of Appeals**
- C. Engineering**
  - 1. Payment #1 (final) to Brothers Asphalt Paving Inc. in the amount of \$223,223.90**
- D. Park Commission**

**V. Consent Agenda**

- A. Minutes August 19, 2025 – Open & Closed Sessions**
- B. Payment #1 (Final) Brothers Asphalt Paving Inc. - \$223,223.90**

**VI. Items Removed from Consent Agenda**

**VII. Ordinances and Resolutions**

**VIII. Reports of Officers and Action Items**

- A. Clerk's Report – Patti Engstrom**
- B. Treasurer's Report – Howard Levine**
- C. President's Report – Eileen Phipps**
- D. Village Attorney's Report – Steve Adams**
  - 1. Regulations Pertaining to the Keeping of Chickens**

**IX. Appointments – Village Commissions and Committees – President Phipps**

**X. Reports of Trustees and Action Items**

- A. Public Safety – Pete Connolly**
- B. Public Works – Mike Dimitroff**
- C. Finance – Pete Connolly**
- D. Administration – Karen Kaluzsa**
  - 1. Closed Session – Item B. (c)(1) Appointment, Employment, Compensation of Village Employees**
- E. Development/Historic and Rural Preservation – Ed Hull**
- F. Building & Zoning – Ed Hull**
  - 1. Terminate License Agreement Derby Road (Kennedy 5N525 Billy Burns)**
- G. Parks – Emily Miller**
- H. Technology – Guy Bevente**

**XI. Old Business**

**XII. Closed Session**

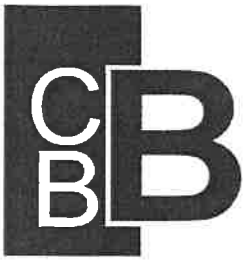
- A. Pending, Imminent or Probable Litigation – Open Meetings Act, 5 ILCS 120/2 (c) (11)  
Open Meetings Act, 5 ILCS 120/2 (c) (1)B**
- B. Appointment, Employment and Compensation of Village Employees–Open Meetings Act,  
5 ILCS 120/2 (c)(1)**
- C. Purchase or Lease of Real Property – Open Meetings Act, 5 ILCS 120/2 (c) (6)**
- D. The Setting of a Price for Sale or Lease of Village Property, 5 ILCS 120/2 (c) (6)**
- E. Security Procedures, Personnel, Equipment in Response to Threat of Potential  
Danger to Employees, Staff, Public or Public Property, 5 ILCS 120/2 (c) (8)**
- F. Discussion of Closed Minutes for Purposes of Approval or Semi-Annual Review,  
5 ILCS 120/2 (c) (21)**
- G. The Selection of a Person to Fill Public Office, 5 ILCS 120/2 (c) (3)**

*Viewing the meeting via the Zoom webinar is offered as a convenience to the public but is not legally required. Access may be interrupted due to technical difficulties and, in the event the Village is unable to block public viewing when the Board enters a Closed Session, viewers will be removed from the Zoom meeting.*

**XIII. New Business**

**XIV. Adjournment**

*Note: Any person who has a disability requiring a reasonable accommodation to participate in this meeting should contact ADA Compliance Officer Mon-Thurs 8:00am–12:00pm Village of Wayne, 5N430 Railroad Street, P.O. Box 532, Wayne, IL 60184, or call (630) 584-3090. Requests for a qualified interpreter require five (5) working days' advance notice*



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

August 26, 2025

Village of Wayne  
5N430 Railroad Street  
Wayne, Illinois 60184

Attention: Eileen Phipps

Subject: 2025 MFT Road Program – Pay Request No. 1 (Final)  
Brothers Asphalt Paving, Inc. – Invoice No. 35223  
(CBBEL Project No. 91-43 H254)

Dear Eileen:

We have reviewed Invoice No.35223, dated August 13, 2025, from Brothers Asphalt Paving, Inc. The work in the contract includes resurfacing Weber Road, Pearson Lane, Derby Road, Billy Burns Road and paving the public works building driveway. Also included were refreshing the shoulder stone on Munger Road and patching on Railroad Street. The invoice is in the amount of \$223,223.90 which represents all work completed and constitutes payment in full for the contract.

We have verified the invoiced quantities and quality of work and therefore, it is our opinion that it would be appropriate for the Village to pay the invoice in the amount of \$223,223.90.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Daniel L. Lynch', written in a cursive style.

Daniel L. Lynch, PE, CFM  
Vice President, Head Municipal Engineering Department

# Brothers Asphalt Paving, Inc.

## Invoice

DATE	INVOICE #
8/13/2025	35223

BILL TO
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Village of Wayne 5N430 Railroad St. Wayne, IL 60184
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PROJECT
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2025 MFT Road Project Pay Estimate #1 Final
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ITEM #	QTY	UNIT	DESCRIPTION	RATE	AMOUNT
1	49,380	LB	Bituminous Materials (Tack Coat)	0.30	14,814.00
2	0	TON	Hot-Mix Asphalt Binder Course, N50 (1")	104.00	0.00
3	1,291.8	TON	Hot-Mix Asphalt Surface Course, Mix "D" N50 (1")	104.00	134,347.20
4	12,135	SY	Hot-Mix Asphalt Surface Removal, (2")	2.72	33,007.20
5	303.01	TON	Aggregate Shoulders, Type B	60.00	18,180.60
6	0	SY	Class D Patch (Special)	50.00	0.00
7	3,330	FT	Thermoplastic Pavement Marking - Line 4", (Yellow)	1.26	4,195.80
8	3,885	FT	Thermoplastic Pavement Marking - Line 4", (White)	1.26	4,895.10
9	5	LS	Traffic Control and Protection Standard 701501 Alt Bid: Wayne Public Works Access Road Surfacing	760.00	3,800.00
1	0	LB	Bituminous Materials (Tack Coat)	0.30	0.00
2	0	TON	Hot-Mix Asphalt Binder Course, N50, (2")	104.00	0.00
3	96	TON	Hot-Mix Asphalt Surface Course, Mix "D" N50 (2")	104.00	9,984.00
10	0	CY	Aggregate Subgrade Improvements	60.00	0.00

				<b>Total</b>	<b>\$223,223.90</b>
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**FINAL WAIVER OF LIEN**STATE OF ILLINOIS } SS  
COUNTY OF DUPAGEGty# \_\_\_\_\_  
Escrow# \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF WAYNE  
to furnish 2025 MFT ROAD PROGRAM  
for the premises known as VARIOUS LOCATIONS  
of which VILLAGE OF WAYNE is the owner.  
THE undersigned, for and in consideration of TWO HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED TWENTY-THREE AND 90/100  
\$223,223.90 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and  
release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said  
above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds  
or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore  
furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE 8/21/2025 COMPANY NAME BROTHERS ASPHALT PAVING, INC.  
ADDRESS 315 S. STEWART AVENUE, ADDISON, IL 60101  
SIGNATURE AND TITLE [Signature] PRESIDENT

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**STATE OF ILLINOIS } SS  
COUNTY OF DUPAGE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, NATALIA COLELLA BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS PRESIDENT OF  
BROTHERS ASPHALT PAVING, INC. WHO IS THE CONTRACTOR FOR THE  
2025 MFT ROAD PROGRAM WORK ON THE BUILDING LOCATED AT  
VARIOUS LOCATIONS OWNED BY  
VILLAGE OF WAYNE

That the total amount of the contract including extras\* is \$223,223.90 on which he or she has received payment of  
\$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and  
that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who  
have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material  
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material  
required to complete said work according to plans and specifications.

Names	What For	Contract Price	Amount Paid	This Payment	Balance Due
BROTHERS ASPHALT PAVING, INC.	LABOR & MATERIALS	\$128,246.49	\$0.00	\$128,246.49	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
SUPERIOR ROAD STRIPING, INC.	LABOR & MATERIALS	\$8,658.00	\$0.00	\$8,658.00	\$0.00
ALLIED ASPHALT	MATERIALS	\$79,823.37	\$0.00	\$79,823.37	\$0.00
VULCAN MATERIALS	MATERIALS	\$3,939.13	\$0.00	\$3,939.13	\$0.00
PRIME, TACK & SEAL CO.	MATERIALS	\$2,556.91	\$0.00	\$2,556.91	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$223,223.90	\$0.00	\$223,223.90	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or  
other work of any kind done or to be done upon or in connection with said work other than above stated.

Date 8/21/2025 Signature [Signature]SUBSCRIBED AND SWORN TO BEFORE ME THIS 21st DAY OF August, 2025**OFFICIAL SEAL  
NICOLA COLELLA**

Notary Public, State of Illinois

Commission No. 784580

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Notary Public

**05-1039-00**

Gty #  
Loan #

Is the owner.

**Amanda Horner, Contracts and Collections Manager**

**SUPERIOR ROAD STRIPING, INC.**

**CONTRACTOR'S AFFIDAVIT**

that the total amount of the contract including extra is \$ 8,658.00 on which he has received payment of                      prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
SUPERIOR ROAD STRIPING, INC.	LABOR & MATERIAL	\$8,658.00		\$8,658.00	\$0.00
ALL LABOR PAID IN FULL WEEKLY. ALL MATERIAL TAKEN FROM FULLY PAID STOCK AND DELIVERED TO JOBSITE ON OUR OWN TRUCK.					
TOTAL LABOR AND MATERIAL TO COMPLETE		\$8,658.00	\$0.00	\$8,658.00	\$0.00

**Signature:**

Subscribed and sworn to before me this 21st day of August 2025.

EXTRAS INCLUDE BUT NOT LIMITED TO CHANGE

**WAIVER OF LIEN - FINAL**  
**MATERIALS OR LABOR (ILLINOIS)**

STATE OF ILLINOIS }  
COUNTY OF KANE } SS

8/22/2025

**TO WHOM IT MAY CONCERN:**

WHEREAS, we the undersigned has been employed by

**BROTHERS ASPHALT PAVING INC.**

to furnish

**ASPHALT**

for the premises known as

**2025 MFT ROAD PROJECT**

of which

**VILLAGE OF WAYNE**

is the Owner. THE

undersigned, for and in consideration of

**\$79,823.37**

Dollars

**SEVENTY NINE THOUSAND EIGHT HUNDRED TWENTY THREE DOLLARS & 37/100**

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien, or claim of, or right to, lien, on said above described building and premises under the statutes of the State of Illinois, relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said building or premises.

COMPANY NAME

**ALLIED ASPHALT**

ADDRESS

**1100 BRANDT DRIVE**

**HOFFMAN ESTATES, IL 60192**

Given under my hand and seal this **8/22/2025**

*Suzanne Leazzo*

**SUZANNE LEAZZO**

**CORPORATE CONTROLLER**

SUBSCRIBED AND SWORN  
TO BEFORE ME THIS

**22ND**

DAY OF

**AUGUST**

**2025**

SIGNATURE

Notary Signature & Seal

*Colleen A Zimmerman*

Notary Public, State of Illinois  
Official Seal  
Colleen A Zimmerman  
Commission # 690312



258445

## PARTIAL WAIVER

STATE OF ILLINOIS, } sis  
TO ALL WHOM IT MAY CONCERN:

Whereas, The undersigned **Vulcan Construction Materials, LLC** CENTRAL DIVISION has  
been employed by **BROTHERS ASPHALT PAVING INC.**

to furnish **STONE** for the building - and premises known as

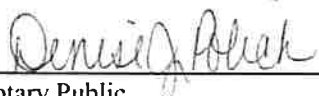
2025 MFT ROAD PROJECT  
OWNER: VILLAGE OF WAYNE  
VARIOUS LOCATIONS  
WEST CHICAGO, IL 60185

Now, Therefore, Know Ye, That the undersigned, for and in consideration of the sum of **\*\*Two Thousand Four Hundred Forty Four Dollars and Thirteen Cents\*\* (\$2,444.13)** Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim, or right to lien, on said above-described building - and premises under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials or both, furnished in the amount as herein above shown by the undersigned to or on account of the said **BROTHERS ASPHALT PAVING INC.**, for said building - or premises.

Witness our hand on this 21ST day of AUGUST, 2025

VULCAN CONSTRUCTION MATERIALS, LLC  
CENTRAL DIVISION

By   
DAVE MUNOZ, CREDIT MANAGER

  
Notary Public



BROTHERS ASPHALT PAVING INC.  
315 S. STEWART AVE  
ADDISON, IL 60101-3146





132711

## FINAL WAIVER

TO ALL WHOM IT MAY CONCERN:

Whereas, The undersigned **Vulcan Construction Materials, LLC** CENTRAL DIVISION has been employed by **BROTHERS ASPHALT PAVING INC.**

to furnish **STONE** for the building - and premises known as

2025 MFT ROAD PROJECT  
OWNER: VILLAGE OF WAYNE  
VARIOUS LOCATIONS  
WEST CHICAGO, IL 60185

Now, Therefore, the undersigned, for and in consideration of the sum of **\*\*One Thousand Four Hundred Ninety Five Dollars and No Cents\*\* (\$1,495.00)** Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim, or right to lien, under the statutes of the State of Illinois relating to Mechanics' Liens, with respect to and on said above-described premises, and the improvements thereon and on the materials furnished, and on the moneys, funds or other consideration due or to become due from the owner on account of materials heretofore furnished by the undersigned for the above described premises, to or on account of the said **BROTHERS ASPHALT PAVING INC.**.

Witness our hand on this 21ST day of AUGUST, 2025

VULCAN CONSTRUCTION MATERIALS, LLC

CENTRAL DIVISION

By 

DAVE MUNRO, CREDIT MANAGER



BROTHERS ASPHALT PAVING INC.  
315 S. STEWART AVE  
ADDISON, IL 60101-3146

## FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by (A) \_\_\_\_\_

Brothers Asphalt Paving, Inc.

to furnish labor and materials for (B) \_\_\_\_\_

Bituminous Prime and /or Tack Coats

work,

under a contract (C) \_\_\_\_\_

for the improvement of the premises described as (D) \_\_\_\_\_

2025 MFT Road Project

in the \_\_\_\_\_ Village \_\_\_\_\_ (City-Village-Township) of \_\_\_\_\_ Wayne \_\_\_\_\_ County of

DuPage / Kane

, State of

Illinois

of which

Village of Wayne

is the owner.

NOW, THEREFORE, this

4<sup>th</sup>

day of

August

, 20 25

for and in consideration of the sum of (E) \_\_\_\_\_

Two thousand five hundred fifty-six and 91/100

Dollars paid simultaneously herewith, the receipt where of is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

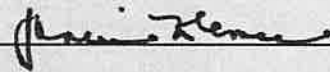
(F)

Prime, Tack & Seal Co.

(SEAL)

(Name of sole ownership, corporation or partnership)

(Affix corporate  
seal here)



(SEAL)

Janice Vollmer

TITLE:

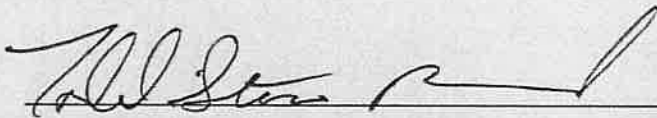
President

SUBSCRIBED AND SWORN TO BEFORE ME THIS

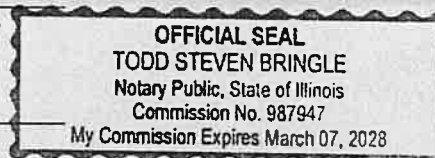
21<sup>st</sup>

DAY OF

August, 2025



Todd Steven Bringle  
NOTARY PUBLIC



### INSTRUCTIONS FOR FINAL WAIVER

- (A) Name person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received on that date.