



Reso No. 25071
Ord. No. 4506

VILLAGE OF VILLA PARK
Villa Park Recreation Center
320 E. Wildwood Ave
Villa Park, IL 60181

Special Meeting

Village Board of Trustees

October 27, 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. Proclamations**
 - a. Proclamation Recognizing October 2025 as Principal Month
 - b. Proclamation Recognizing School Board Members Day November 15, 2025
- 7. Presentation**
- 8. Appointment to Commission**
 - a. Appointment of Corey Rotza as Member of the Board of Fire and Police Commissioners thereby filling an open term until April 30, 2027.
- 9. Consent Agenda**
 - a. Bill Listings for the weeks of October 6, 2025 in the amount of \$281,696.82 and October 13, 2025 in the amount of \$451,093.37.
 - b. Minutes from the Committee of the Whole Meeting held on October 13, 2025.
 - c. Minutes from the Special Meeting of the Board (Budget meeting) held on October 20, 2025.

- d. Resolution of the Village of Villa Park, DuPage County, Illinois Designating Freedom of Information Act and Open Meetings Act Officers.
- e. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and Approving an Intergovernmental Agreement with Villa Park School District 45 Regarding Baseball Facilities
- f. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and Approving a Memorandum of Understanding with Northeast DuPage Family and Youth Services (NEDFYS) Regarding Mental Health and Social Services.
- g. Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Competitive Bid Process and Approving an Agreement with Corrective Asphalt Materials, LLC, of South Roxana, Illinois, for the 2025 Pavement Rejuvenation Program in an Amount Not to Exceed \$36,680.00
- h. Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Competitive Bid Process and Approving an Agreement with Rose Paving, LLC, of Villa Park, Illinois, for the 2025 Metra North Parking Lot Pavement Patch in an Amount Not to Exceed \$33,463.56
- i. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with Schroeder Asphalt Services, Inc. of Huntley, Illinois, for Construction of the Harvard Avenue Improvements (Plymouth to Ridge) for a Net Deduction in the Amount of \$260,319.63.
- j. An Ordinance Granting a Special Use for a Fueling Station and a Variation from Section 7.2 of the Zoning Ordinance for the Property Located at 523 W. North Avenue.
- k. An Ordinance Granting a Variation from Section 14.1.9 of the Zoning Ordinance for the Property Located at 146 N. Myrtle Avenue.
- l. An Ordinance Granting a Variation from Section 14.1.9, a Variation from Section 6.10.2, and a Variation from Section 2.3 of the Zoning Ordinance for the Property Located at 300 S. Cornell Avenue.

- m. An Ordinance Granting a Variation from Section 2.3 of the Zoning Ordinance for the Property Located at 610 N. Michigan Avenue.

10. Staff Reports

- a. Villa Park Video Gaming Report - September 2025 to October 2025
- b. Monthly Financial Report
- c. Monthly FOIA Report for October 2025
- d. Capital Projects Update Report

11. Ordinance for First Reading

12. Ordinance for Second Reading

13. Ordinances

- a. An Ordinance providing for the issue of approximately \$777,600 General Obligation Limited Tax Bonds, Series 2025A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of paying certain outstanding obligations of said Village and financing various capital improvements within said Village, providing for the levy of a direct annual tax to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

This ordinance would approve the issuance of Rollover Bonds to pay the debt service on the Village's General Obligation Refund Bonds (Alternative Revenue Source), Series 2017, and General Obligation Bonds (Alternative Revenue Source), Series 2022A. The Rollover Bonds are paid back using our non-home rule debt service extension base (DSEB). The Rollover Bonds will be competitively bid on October 27th, prior to the Village Board meeting.

14. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Grant Agreement with the State of Illinois Department of Commerce & Economic Opportunity for Grant Number 24-203586 in the Amount of \$140,000.00

This Resolution authorizes the Village President to execute a grant agreement with the State of Illinois Department of Commerce & Economic Opportunity (DCEO). DCO has awarded the Village a grant in the amount of \$140,000.00 to use for all costs associated with sidewalk replacements. Staff recommends approval of a resolution to execute a grant agreement with DCEO for a grant amount of \$140,000.00

- b. Resolution of the Village of Villa Park, DuPage County, Illinois Authorizing and Approving a Memorandum of Understanding with the Illinois Railway Museum Regarding the Donation of a 1914 Chicago Aurora & Elgin Train Car.

This Resolution would confirm the Village's intent to accept the donation of an antique train car from the Illinois Railway Museum for historical preservation and public display. The memorandum of understanding (MOU) would be developed into a more detailed agreement as more specifics are known. Staff recommends approval.

15. Unfinished Business

16. New Business

- a. Direction to Local Liquor Control Commission regarding review of signage ordinance as it relates to gaming advertisements.

This item was placed on the agenda by Trustee Kozar, seconded by Trustee Alfano. They would like the Local Liquor Control Commission to review current allowances for gaming advertisements under the Village's signage ordinance, as well what is currently being displayed by businesses and whether there is general compliance. They would also like the Commission to make suggestions regarding any revisions to the sign ordinance.

17. Village Commission Reports

- a. F.U.N. Commission Meeting minutes of August 26, 2025
- b. Special F.U.N. Commission Meeting minutes of September 9, 2025

18. Village Clerk's Report

19. Village Trustees' Report

20. Village President's Report

21. Village Manager's Report

22. Executive Session

- a. Pursuant to 5 ILCS 120/2(c)(1)
The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body

23. Adjournment

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



Village of Villa Park

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

Proclamation Recognizing October 2025 as Principal Appreciation Month

WHEREAS, school principals play an integral role in the education and growth of children in elementary, middle and secondary schools across the State of Illinois; and,

WHEREAS, school principals are responsible for promoting education and building relationships with parents and teachers to ensure that each child receives services that meet their needs to excel in the classroom; and

WHEREAS, principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, develop mission statements, and set performance goals and objectives for schools to achieve educational excellence; and

WHEREAS, the Village of Villa Park recognizes our outstanding principals who have succeeded in providing high-quality learning opportunities for students, as well as their exemplary contributions to the community and their profession.

WHEREAS, the Village of Villa Park hereby proclaims October 2025 to be "Principal Appreciation Month" in the Village of Villa Park in honor of the service of all elementary, junior high, and high school principals. I encourage all citizens to recognize the importance of school leadership so that every child has access to a high-quality education.

IN WITNESS WHEREOF, I, Kevin Patrick have hereunto set my hand this 27th day of October, 2025.

Kevin Patrick, Village President



Village of Villa Park

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

PROCLAMATION RECOGNIZING NOVEMBER 15, 2025 **AS SCHOOL BOARD MEMBERS DAY**

WHEREAS, Today we honor and recognize school board members who have donated their time for this community and given their commitment toward making our schools a welcoming, safe place for all students to achieve their dreams; and

WHEREAS, school board members are responsible for providing leadership that ensures a clear, shared vision of public education for their schools, that sets high standards for the education of all students and requires the effective and efficient operation of their districts; and

WHEREAS, school boards members are elected to represent both the interest of students and taxpayers, and work closely with parents, educational professionals, and other community members; and

WHEREAS, the Village of Villa Park is fortunate to have dedicated school board members serving at its school districts who are committed to building partnerships across the village for the betterment of our community.

NOW THEREFORE, I, Kevin Patrick, President of the Village of Villa Park, do hereby proclaim November 15, 2025 as School Board Members Day in the Village of Villa Park and urge all residents to join me in recognizing the commitment and hard work of school board members.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of October, 2025.

Kevin Patrick, Village President



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: October 24, 2025

Re: Appointment of One (1) Member to the Board of Fire and Police Commissioners

I am herewith submitting for your approval the appointment of Corey Rotza as a member of the Board of Fire and Police Commissioners to fill an unexpired term that expires April 30, 2027.

The appointment listed above is qualified to serve on the Board of Fire and Police Commissioners.

**BILL LISTING TO BE PRESENTED
TO THE BOARD OF TRUSTEES ON
10.27.25**

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 10/13/2025 - 10/13/2025
POSTED AND UNPOSTED
OPEN AND PAID

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 NOV	1,677.20	None
			Total Department 000	1,677.20	
Department: 110 PUBLIC AFFAIRS					
10-110-520200	Elected Official IML Annua I	Municipal League	Elected Official IML Annual Conferenc	325.00	None
10-110-520200	Elected Official IML Annua I	Municipal League	Elected Official IML Annual Conferenc	325.00	None
10-110-520200	Elected Official IML Annua I	Municipal League	Elected Official IML Annual Conferenc	325.00	None
10-110-520200	Elected Official IML Annua I	Municipal League	Elected Official IML Annual Conferenc	325.00	None
10-110-520200	Elected Official IML Annua I	Municipal League	Elected Official IML Annual Conferenc	325.00	None
10-110-520200	Elected Official IML Annua I	Municipal League	Elected Official IML Annual Conferenc	325.00	None
10-110-521000	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	85.48	None
10-110-521100	LEGAL SERVICES - TRAFFIC C	ROBBINS SCHWARTZ	TRAFFIC COURT - JULY SERVICE	8,400.00	None
10-110-521100	LEGAL SERVICES - PROSECUTI	ROBBINS SCHWARTZ	PROSECUTIONS - AUGUST 2025	3,500.00	None
10-110-529900	Last person to use card fo	Backgrounds Online	Last person to use card for Backgroun	50.20	None
10-110-539900	Water for Board Room/meeti	Jewel Osco 3284	Water for Board Room/meetings	3.99	None
10-110-539900	Name plates and holders fo	Amazon Mktp1 477bm8443	Name plates and holders for new comm.	681.50	None
10-110-539900	Plaque requested by KP for	Forest Awards Engrav	Plaque requested by KP for VP Post #2	55.00	None
10-110-565600	PRE EMPLOYMENT PSYCHOLOGIC	C.O.P.S AND F.I.R.E PERSON	PRE EMPLOYMENT PSYCHOLOGICAL - SE	500.00	None
10-110-565600	PRE EMPLOYMENT BACKGROUND	CLS BACKGROUND INVESTIGATI	PRE EMPLOYMENT BACKGROUND - SE, AG	1,131.50	196903
10-110-565600	BFPC SECRETARIAL SERVICE 9	MAGNUSSEN, VALERIE	BFPC SECRETARIAL SERVICE 9.23.25	200.00	None
			Total Department 110 PUBLIC AFFAIRS	16,557.67	
Department: 120 MANAGER-ADMINISTRATION					
10-120-520200	Michael Rivas IML Annual C	I Municipal League	Michael Rivas IML Annual Conference	225.00	None
10-120-521000	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	85.48	None
10-120-539900	Bryana - Welcome breakfast	Kuppie S Bakery	Bryana - welcome breakfast donuts	40.95	None
10-120-539900	Coffee cups - green guest	Amazon Mark w53yr9uq3	Coffee cups - green guest cups	33.97	None
10-120-539900	Coffee Station kit	Amazon Mktp1 E85584213	Coffee Station kit	183.98	None
10-120-539900	Desk chairs x2, Manager Ri	Amazon Mktp1 vy9qg1213	Desk chairs x2, Manager Rivas and Bry	615.58	None
10-120-539900	Office supplies for new de	Amazon Mark 6h2y87ho3	Office supplies for new desk set up &	162.35	None
			Total Department 120 MANAGER-ADMINISTRATION	1,347.31	
Department: 121 INFORMATION TECHNOLOGY					
10-121-521001	TELEPHONE	SAWYER, BRIAN	MONTHLY REIMBURSEMENT	49.98	None
10-121-527001	SOUND BAR	Amazon Mktp1 718cv7ms3	SOUND BAR	44.99	None
10-121-527001	ID PRINTER RIBBON	Amazon Mktp1 Z83879qs3	ID PRINTER RIBBON	166.59	None
10-121-527001	ID CARDS	Amazon Mktp1 P46vq4d13	ID CARDS	47.98	None
10-121-529901	FOIA SOFTWARE	CIVICPLUS LLC	FOIA SOFTWARE	12,288.00	None
10-121-529901	LABOR FOR SWITCH-WIRELESS P	NOBLETEC LLC	LABOR FOR SWITCH-WIRELESS PROJECT	7,560.00	None
10-121-529901	DOOR FOB ACCESS	PROCOM ENTERPRISES LTD	DOOR FOB ACCESS	198.00	None
10-121-529901	LASERFICHE SUPPORT	TKB ASSOCIATES INC	LASERFICHE SUPPORT	146.25	None
10-121-529901	MILEAGE	SAWYER, BRIAN	MONTHLY REIMBURSEMENT	31.75	None
10-121-529901	VPRC INTERNET	Comcast / Xfinity	VPRC INTERNET	495.28	None
10-121-529901	OFF-SITE BACKUP	Amazon Web Services	OFF-SITE BACKUP	16.43	None
10-121-529901	SOCIAL MEDIA SOFTWARE	Hoo Hootsuite Inc	SOCIAL MEDIA SOFTWARE	1,188.00	None
10-121-529901	DOMAIN RENEWAL	Web Networksolutions	DOMAIN RENEWAL	45.99	None
10-121-529901	POOL INTERNET	Att Bill Payment	POOL INTERNET	272.22	None
10-121-529901	METRA STATION INTERNET	Comcast / Xfinity	METRA STATION INTERNET	634.02	None
10-121-529901	HOSTED EMAIL ACCOUNT	Hostway.Com	HOSTED EMAIL ACCOUNT	0.99	None
10-121-529901	SUPPORT-CERT INSTALL	CURRENT TECHNOLOGIES CORP	SUPPORT-CERT INSTALL	371.25	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 10/13/2025 - 10/13/2025

POSTED AND UNPOSTED

OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 121 INFORMATION TECHNOLOGY					
10-121-529901	DELL BACKUP SERVER WARRANT	NOBLETEC LLC	DELL BACKUP SERVER WARRANTY EXTENSION	2,092.20	None
10-121-529901	DIGITAL DISPLAY MEDIA PLAY REACH MEDIA NETWORK		DIGITAL DISPLAY MEDIA PLAYER FOR TV	735.00	None
Total Department 121 INFORMATION TECHNOLOGY				26,384.92	
Department: 130 FINANCE					
10-130-520200	INTRODUCTORY MEETING	Luccas Pizzeria And Ri	INTRODUCTORY MEETING	57.77	None
10-130-531700	OFFICE SUPPLIES	Amazon Mktp1 Hf05n3s43	OFFICE SUPPLIES	10.92	None
10-130-531700	OFFICE SUPPLIES	Amazon Mktp1 Ri7d1lq13	OFFICE SUPPLIES	125.23	None
10-130-531700	OFFICE SUPPLIES	Amazon Mktp1 3x01j3wa3	OFFICE SUPPLIES	36.99	None
10-130-531700	OFFICE SUPPLIES	Amazon Mktp1 Lm4tx8iv3	OFFICE SUPPLIES	83.65	None
10-130-531700	OFFICE SUPPLIES	Amazon Mktp1 Qs3q98n03	OFFICE SUPPLIES	32.98	None
10-130-531700	OFFICE SUPPLIES	Amazon Mktp1 Ex2o99xo3	OFFICE SUPPLIES	39.26	None
10-130-539900	SUPLIES	Dollar Tree	SUPLIES	28.28	None
10-130-539900	SUPPLIES	Dollar-General #8045	SUPPLIES	20.52	None
10-130-539900	BREAKFAST DONUTS FOR NEW E	Kuppie S Bakery	BREAKFAST DONUTS FOR NEW EMPLOYEE	39.27	None
Total Department 130 FINANCE				474.87	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-520200	Michelle House IML Annual	IL Municipal League	Michelle House IML Annual Conference	325.00	None
10-140-521000	WIRELESS SERVICE FROM 05/2	T-MOBILE USA (PW)	WIRELESS SERVICE FROM 05/21/25 to 06/	26.17	None
10-140-521000	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	418.48	None
Total Department 140 COMMUNITY DEVELOPMENT				769.65	
Department: 150 CENTRAL SERVICES					
10-150-526100	PD 192 REAR HATCH WINDOW	Aa Auto Glass Services	PD 192 REAR HATCH WINDOW	470.00	None
Total Department 150 CENTRAL SERVICES				470.00	
Department: 160 BUILDINGS & GROUNDS					
10-160-522200	FIRE STATION 81 AIR CONDIT	ACITELLI HEATING & PIPING	FIRE STATION 81 AIR CONDITIONING SYST	1,730.88	None
10-160-522300	MUSEUM	SALT CREEK SANITARY DISTRI	MUSEUM	30.64	None
10-160-522300	FIRE #81	SALT CREEK SANITARY DISTRI	FIRE #81	384.45	None
10-160-522300	FIRE #82	SALT CREEK SANITARY DISTRI	FIRE #82	168.13	None
10-160-522300	PW STORAGE BLDG	SALT CREEK SANITARY DISTRI	PW STORAGE BLDG	18.51	None
10-160-522300	VILLAGE HALL	SALT CREEK SANITARY DISTRI	VILLAGE HALL	66.19	None
10-160-522300	PARKS GARAGE	SALT CREEK SANITARY DISTRI	PARKS GARAGE	233.00	None
10-160-522300	PW GARAGE	SALT CREEK SANITARY DISTRI	PW GARAGE	31.50	None
10-160-522300	VEH MAINT	SALT CREEK SANITARY DISTRI	VEH MAINT	62.50	None
10-160-522300	PUBLIC WORKS	SALT CREEK SANITARY DISTRI	PUBLIC WORKS	132.25	None
10-160-522300	POLICE STATION	SALT CREEK SANITARY DISTRI	POLICE STATION	226.53	None
10-160-522300	CENTRAL PUMP STATION	SALT CREEK SANITARY DISTRI	CENTRAL PUMP STATION	88.88	None
10-160-522300	100 S. VILLA AVE.	SALT CREEK SANITARY DISTRI	100 S. VILLA AVE.	16.13	None
10-160-522300	1000 S VILLA	SALT CREEK SANITARY DISTRI	1000 n ardmore	13,191.51	None
Total Department 160 BUILDINGS & GROUNDS				16,381.10	
Department: 170 COMMUTER PARKING LOT					
10-170-522301	METRA STN	SALT CREEK SANITARY DISTRI	METRA STN	69.34	None
10-170-529900	METRA MAINTENANCE 8 MONTHS	LANGTON GROUP	ARDMORE AVE BEDS & BRIDGE APRIL	2,195.00	None
10-170-529900	FLOWBIRD WEB PERMIT JULY,A	TOTAL PARKING SOLUTIONS	FLOWBIRD WEB PERMIT JULY,AUG,SEPT 202	62.00	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				4,521.34	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 10/13/2025 - 10/13/2025

POSTED AND UNPOSTED

OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 180 GARAGE					
10-180-520200	PARKING , MC CORMICK PLACE 71930 - Mlk Self Park		PARKING , MC CORMICK PLACE APWA SHOW	27.00	None
10-180-521000	WIRELESS SERVICE FROM 07/2 VERIZON WIRELESS PW		WIRELESS SERVICE FROM 07/27/25 to 08/	42.74	None
10-180-530200	COOLANT 3 GALLONS FOR DODG Dupage Chrysler Jeep D		COOLANT 3 GALLONS FOR DODGE DURANGOS	47.71	None
10-180-530800	110 GALLONS 0W20 SYN OIL, PARENT PETROLEUM INC.		110 GALLONS 0W20 SYN OIL, 55 GALLONS	1,794.68	None
10-180-530800	USED OIL PICKUP 250 GALLON HERITAGE CRYSTAL CLEAN LLC		USED OIL PICKUP 250 GALLONS	112.50	None
10-180-530800	TRANSMISSION OIL AND GREAS Amsoil		TRANSMISSION OIL AND GREASE	1,447.79	None
10-180-530800	5W30 SYNTHETIC OIL 10 5 QT Carquest 2765		5W30 SYNTHETIC OIL 10 5 QT JUGS	279.90	None
10-180-530800	PARKS 232 ENGINE OIL 7 QUA Carquest 2765		PARKS 232 ENGINE OIL 7 QUARTS	52.43	None
10-180-530800	PD 136 75W85 DIFFERENTIAL Bcr Automotive Group		PD 136 75W85 DIFFERENTIAL OIL	142.16	None
10-180-530900	DEISEL EXHAUST FLUID 10 JU Carquest 2765		DEISEL EXHAUST FLUID 10 JUGS	96.40	None
10-180-531000	FIRE M80 LEFT REAR HYDRAUL FOSTER COACH SALES INC		FIRE M80 LEFT REAR HYDRAULIC SHOCK	930.44	None
10-180-531000	BACK UP GENERATORS BOTTLE GENSERVE LLC		BACK UP GENERATORS BOTTLE HEATER FOR	418.60	None
10-180-531000	PW 62 VALVES FOR WATER PUM SEWER EQUIPMENT CO OF AMER		PW 62 VALVES FOR WATER PUMP REBUILD	655.07	None
10-180-531000	PW 49 BATTERY Carquest 2765		PW 49 BATTERY	44.21	None
10-180-531000	FIRE AMBULANCES REBUILD AI 4te Bue11 Manufacturin		FIRE AMBULANCES REBUILD AIR COMPRESSO	660.00	None
10-180-531000	PW 62 DRIVERS SEAT SIDE PL Transchicago Truck Grp		PW 62 DRIVERS SEAT SIDE PLASTIC	61.87	None
10-180-531000	PD 164 BRAKE ROTORS TO REP Carquest 2765		PD 164 BRAKE ROTORS TO REPLACE STOCK	110.00	None
10-180-531000	CD 34,28, 255 NEW KEY FOBS Sq A Bobs Advanced Lo		CD 34,28, 255 NEW KEY FOBS	860.00	None
10-180-531000	PD 191 BLOWER MOTOR RESIST Dupage Chrysler Jeep D		PD 191 BLOWER MOTOR RESISTOR	203.43	None
10-180-531000	ROTROS FOR STOCK FOR DURAN Carquest 2765		ROTROS FOR STOCK FOR DURANGOS	500.00	None
10-180-531000	PD 190 WASHER FLUID RESEVO Dupage Chrysler Jeep D		PD 190 WASHER FLUID RESEVOIR	79.44	None
10-180-531000	STOCK OIL FILTERS Carquest 2765		STOCK OIL FILTERS	96.00	None
10-180-531000	STOCK REAR ROTORS FOR OLDE Carquest 2765		STOCK REAR ROTORS FOR OLDER EXPLORERS	110.00	None
10-180-531000	STOCK RECOIL STARTER ROPE Amazon Mark D39r13683		STOCK RECOIL STARTER ROPE AND HANDLES	30.72	None
10-180-531000	PW 21 REAR VIEW MIRROR West Side Tractor Co		PW 21 REAR VIEW MIRROR	67.28	None
10-180-531000	PW WATER TRASH PUMP RECOIL Amazon Mark 3k2mc5m93		PW WATER TRASH PUMP RECOIL ASSEMBLY	70.89	None
10-180-531000	PARKS 252 4 TIRES Wentworth Bensenville		PARKS 252 4 TIRES	665.28	None
10-180-531000	PARKS 252 TIRE VALVE STEMS Carquest 2765		PARKS 252 TIRE VALVE STEMS	30.60	None
10-180-531000	FLEET 10 CRANK SENSOR Bts Eqdepotillinois		FLEET 10 CRANK SENSOR	218.74	None
10-180-531000	STOCK FILTERS Carquest 2765		STOCK FILTERS	143.95	None
10-180-531000	PARKS 226 TRAILER SUSPENS Advantage Trailer		PARKS 226 TRAILER SUSPENSION PARTS	111.68	None
10-180-531000	AUCTION CARS KEYS Lombard Ace Hardware		AUCTION CARS KEYS	8.98	None
10-180-531000	PD 158 TUNE UP PARTS Carquest 2765		PD 158 TUNE UP PARTS	255.12	None
10-180-531000	PW 41 BATTERY Carquest 2765		PW 41 BATTERY	119.25	None
10-180-531000	PD 190 HOOD STRUT, 184DRIV Dupage Chrysler Jeep D		PD 190 HOOD STRUT, 184DRIVERS SEAT PL	147.09	None
10-180-531000	STOCK BRAKE PARTS Carquest 2765		STOCK BRAKE PARTS	442.08	None
10-180-531000	PW 12 BATTERIES (2) Carquest 2765		PW 12 BATTERIES (2)	344.68	None
10-180-531000	PW 48 PIPE FITTINGS FOR S Lombard Ace Hardware		PW 48 PIPE FITTINGS FOR SALT SPREADE	25.88	None
10-180-531000	PD 184 RECOVER DRIVERS SEA Riggs Bros Tops & Int		PD 184 RECOVER DRIVERS SEAT	500.00	None
10-180-531000	PD 184 ENGINE MOUNT Carquest 2765		PD 184 ENGINE MOUNT	64.37	None
10-180-531000	PW WATER TRASH PUMP PULL H Mowers And More		PW WATER TRASH PUMP PULL HANDLE	13.98	None
10-180-531000	SUPPLIES SILICONE AND RTV Carquest 2765		SUPPLIES SILICONE AND RTV	90.80	None
10-180-531500	RECREATION BUS 254 SAFETY SUBURBAN DRIVELINE INC		RECREATION BUS 254 SAFETY LANE TEST	45.00	None
10-180-531500	PW 9 SAFETY LANE TEST SUBURBAN DRIVELINE INC		PW 9 SAFETY LANE TEST	67.00	None
10-180-531500	PW 16 SAFETY LANE TEST SUBURBAN DRIVELINE INC		PW 16 SAFETY LANE TEST	45.00	None
10-180-531500	PW 62 SAFETY LANE SUBURBAN DRIVELINE INC		PW 62 SAFETY LANE	45.00	None
10-180-531500	PW 67 SAFETY LANE TEST SUBURBAN DRIVELINE INC		PW 67 SAFETY LANE TEST	45.00	None
10-180-531500	PW 30 SAFETY LANE TEST SUBURBAN DRIVELINE INC		PW 30 SAFETY LANE TEST	45.00	None
10-180-531500	PW 61 SAFETY LANE TEST SUBURBAN DRIVELINE INC		PW 61 SAFETY LANE TEST	45.00	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 180 GARAGE					
10-180-539900	ELECTRICAL CONNECTORS	McMaster-Carr	ELECTRICAL CONNECTORS	20.85	None
10-180-539900	PD 187 FASTENERS	Lombard Ace Hardware	PD 187 FASTENERS	21.16	None
Total Department 180 GARAGE				12,502.75	
Department: 190 ENGINEERING					
10-190-520200	Employee departure lunch	Tst Babcocks Grove Hou	Employee departure lunch	92.60	None
10-190-520200	APWA 2025 PWX - Jardine to Apwa - Pwx Registratio	APWA 2025 PWX - Jardine tour	APWA 2025 PWX - Jardine tour	50.00	None
Total Department 190 ENGINEERING				142.60	
Department: 201 ADMINISTRATION					
10-201-520201	budget meeting refreshment	Jersey Mikes Online Uc	budget meeting refreshments	62.77	None
10-201-520201	budget meeting refreshment	Kimmys Bake	budget meeting refreshments	50.50	None
10-201-520209	anti-human trafficking tra	Dynamic Police Trainin	anti-human trafficking training Det.	249.00	None
10-201-520209	Massey Act Training Det Kr	Ilacp	Massey Act Training Det Krupiczowicz	20.00	None
10-201-520209	frame for certificate	Framing Success	frame for certificate	100.94	None
10-201-521001	PD internet no receipt	Google Youtube Tv	PD internet no receipt	82.99	None
10-201-521001	PD internet no receipt	Google Youtube Tv	PD internet no receipt	82.99	None
10-201-521001	car phone hands free holde	Amazon Reta Bg6424dn3	car phone hands free holder	25.84	None
10-201-529901	MUNICIPAL ENFORCEMENT SYST	DACRA ADJUDICATION SYSTEM	MUNICIPAL ENFORCEMENT SYSTEM	1,750.00	None
10-201-531701	whiteboard for DC Pagan	Amazon Mark Gf80m1wc3	whiteboard for DC Pagan	59.99	None
10-201-531701	locks for officers lockers	Amazon Mktp1 My4xh5013	locks for officers lockers	38.97	None
10-201-531701	business card holder & Ton	Amazon Mark 2k5re72t3	business card holder & Toner for admi	407.98	None
10-201-539901	prisoner meals	McDonalds F78	prisoner meals	50.00	None
10-201-539901	computer attachment	Plaud Ai	computer attachment	155.00	None
10-201-539901	ink for booking room print	Amazon Mark wg6nt4jn3	ink for booking room printer	123.18	None
10-201-539901	laptop stand	Amazon Mark Ap9m33xa3	laptop stand	23.97	None
10-201-540101	subscription	Openai Chatgpt Subscr	subscription	200.00	None
10-201-540101	scanner for Sgt. Hrubby	Amazon Mark Uc0678933	scanner for Sgt. Hrubby	368.59	None
Total Department 201 ADMINISTRATION				3,852.71	
Department: 208 POLICE-DETECTIVES					
10-208-529908	detective background check	Tlo Transunion	detective background checks	79.60	None
10-208-533608	external hard drive for ph	Amazon Mktp1 1u6du46k3	external hard drive for phone dumps	148.00	None
Total Department 208 POLICE-DETECTIVES				227.60	
Department: 209 POLICE-PATROL					
10-209-529909	UNLIMITED CAR WASH	DELTA SONIC CAR WASH SYSTE	UNLIMITED CAR WASH	47.97	None
10-209-530109	DETV BADGE FOR BEKTESHI &	P.F. PETTIBONE & CO.	DETV BADGE FOR BEKTESHI & NEW OFC #32	508.10	None
10-209-530109	LIQUOR COMMISSIONER BADGES	P.F. PETTIBONE & CO.	LIQUOR COMMISSIONER BADGES 1-4	506.35	None
10-209-532009	K-9 Luke	Packtrack	K-9 Luke	140.00	None
10-209-533309	targets for range	Amazon Mktp1 Uh27v2pz3	targets for range	151.06	None
10-209-533309	targets for range	Amazon Mark Dx6nn3w03	targets for range	105.98	None
10-209-533309	adjustable pistol grip	Adaptive Tactical	adjustable pistol grip	208.98	None
10-209-533309	shotgun barrel clamp/shot	Amazon Mark Lo2ls0sn3	shotgun barrel clamp/shot	308.86	None
10-209-533309	ballistic helmet	Sp Hard Head Veteran	ballistic helmet	537.99	None
10-209-533309	targets for range	Action Targets	targets for range	192.92	None
10-209-539909	food for NNO	Gfs Store #1917	food for NNO	172.80	None
10-209-539909	propane gas & ice for NNO	7-Eleven 33871	propane gas & ice for NNO	88.59	None
10-209-539909	ice for NNO	7-Eleven 33871	ice for NNO	3.04	None
10-209-539909	aluminum foil for NNO	Jewel osco 3284	aluminum foil for NNO	12.94	None
10-209-539909	prize for NNO	Target 00009571	prize for NNO	107.99	None

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Fund: 10 CORPORATE FUND					
Department: 209 POLICE-PATROL					
10-209-539909	plate covers for microwave	Amazon Reta 7h9vd9s13	plate covers for microwaves	11.50	None
10-209-539909	refreshments for admin off	Amazon Reta Vk4ja0hh3	refreshments for admin office	31.86	None
10-209-539909	generator for NNO	Fsp Rose Party Rentals	generator for NNO	225.00	None
Total Department 209 POLICE-PATROL				3,361.93	
Department: 211 FIRE					
10-211-521001	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	361.96	None
10-211-529901	11.5.2025 SUBPOENA APPEARA	PARAMEDIC BILLING SERVICES	11.5.2025 SUBPOENA APPEARANCE FEE	100.00	196904
10-211-529901	SECURE DOCUMENT SHREDDING	VITAL RECORDS HOLDINGS LLC	SECURE DOCUMENT SHREDDING	700.00	None
10-211-529901	ST. 81 PLYMOVENT REPAIR	HASTINGS AIR-ENERGY CONTRO	ST. 81 PLYMOVENT REPAIR	740.00	None
10-211-530101	BELT - SE	O'HERRON CO INC, RAY	BELT - SE	27.89	None
10-211-530101	FIREFIGHTING BOOTS - ES, S	AIR ONE EQUIPMENT INC	BUNKER GEAR BOOTS - ES, SS, WS	1,724.00	None
10-211-530101	NEW HIRE UNIFORM - SE	O'HERRON CO INC, RAY	NEW HIRE UNIFORM - SE	533.20	None
10-211-530301	2026 ANNUAL DUES- SS	DUPAGE COUNTY FIRE CHIEFS	2026 ANNUAL DUES	120.00	None
10-211-531501	JACK MOUNTING BOXES	SIGTRONICS CORPORATION	JACK MOUNTING BOXES	35.82	None
10-211-531501	ST. 82 WASHER HOSE REPAIR	VILLA PARK ACE HARDWARE	ST. 82 WASHER HOSE REPAIR	16.14	None
10-211-539901	HAZMAT SPILL KIT	NEW PIG CORPORATION	HAZMAT SPILL KIT	267.29	None
10-211-539901	GLOVES FOR AMBULANCES	MMSGs	GLOVES FOR AMBULANCES	1,280.45	None
10-211-539901	REIMB; BDAY REFRESHMENT	MAGNUSSEN, VALERIE	REIMB; BDAY REFRESHMENT	27.99	None
Total Department 211 FIRE				5,934.74	
Department: 251 PUBLIC WORKS					
10-251-520201	Parking for APWA PWX confr	71930 - Mlk Self Park	Parking for APWA PWX confrence	27.00	None
10-251-520201	ipsi hotel	Ricobenes	ipsi hotel	91.84	None
10-251-521001	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	53.21	None
10-251-529901	Google voice monthly subsc	Google Svcsin villapark	Google voice monthly subscription	14.59	None
10-251-529901	Google workspace monthly s	Google Gsuite_in villap	Google workspace monthly subscription	96.00	None
10-251-539325	#10 thhn red stranded	Villa Park Electrical	#10 thhn red stranded	171.30	None
10-251-539325	marking paint	Villa Park Ace	marking paint	19.98	None
10-251-539325	lug short, polaris ins 2 p	Villa Park Electrical	lug short, polaris ins 2 port	76.60	None
Total Department 251 PUBLIC WORKS				550.52	
Department: 255 PW-TRAFFIC					
10-255-532225	snips combo	Villa Park Ace	snips combo	23.99	None
Total Department 255 PW-TRAFFIC				23.99	
Department: 257 PW-STREET MAINT					
10-257-528527	STREET SWEEPING DISPOSAL	LRS LLC	STREET SWEEPING DISPOSAL	21,601.15	None
10-257-539927	Chain wrench, utility knif	Homedepot.Com	Chain wrench, utility knife , saw bla	70.60	None
10-257-539927	home gard spryr 3 gal	Villa Park Ace	home gard spryr 3 gal	35.99	None
10-257-539927	tarp, tape measurer	Villa Park Ace	tarp, tape measurer	44.73	None
10-257-539927	hand edger fiber	McCann Industries Addi	hand edger fiber	194.65	None
Total Department 257 PW-STREET MAINT				21,947.12	
Department: 258 PW-FORESTRY					
10-258-539928	SHARPEN STUMP GRINDER TEET	ALEXANDER EQUIPMENT CO	SHARPEN STUMP GRINDER TEETH & LAST CH	345.90	None
Total Department 258 PW-FORESTRY				345.90	
Total Fund 10 CORPORATE FUND				117,473.92	

Fund: 11 CAPITAL / BUILDING & LAND IMPROVE FUND

Department: 202 EQUIPMENT AND SUPPLIES

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Fund: 11 CAPITAL / BUILDING & LAND IMPROVE FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
11-202-540102	OUTFRONT MOWER REPLACEMENT	REINDERS INC	OUTFRONT MOWER REPLACEMENT	93,995.00	None
11-202-540102	FIRE STATION 81 RENOVATION	KLUBER INC	FIRE STATION 82 RENOVATION PROJECT, T	7,400.00	None
11-202-540102	part for squad car	Nenno Products Llc	part for squad car	28.45	None
11-202-540102	MONTHLY LEASE OCTOBER 2025	ENTERPRISE FM TRUST	MONTHLY LEASE OCTOBER 2025	29,579.15	196902
11-202-540202	PARKS MAINT BUILDING RESTR	ERIC J LUEDTKE	PARKS MAINT BUILDING RESTROOM DESIGN	2,800.00	None
Total Department 202 EQUIPMENT AND SUPPLIES				133,802.60	
Total Fund 11 CAPITAL / BUILDING & LAND IMPROVE FUND				133,802.60	
Fund: 32 MFT FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
32-202-534226	HMA SC N50, HIGH PERFORMAN	DUPAGE MATERIALS COMPANY L	HMA SC N50, HIGH PERFORMANCE COLD	528.71	None
Total Department 202 EQUIPMENT AND SUPPLIES				528.71	
Total Fund 32 MFT FUND				528.71	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-521001	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	256.44	None
35-201-529101	PRODUCT FOR BREW FEST	CHICAGO BEVERAGE SYSTEMS	PRODUCT FOR BREW FEST	619.67	196871
35-201-529101	SUPPLIES FOR BREWFEST	SCHAMBERGER BROS INC	SUPPLIES FOR BREWFEST	497.50	196872
35-201-529101	PRODUCT FOR BREWFEST	FOREIGN EXCHANGE BREWING	PRODUCT FOR BREWFEST	250.00	196901
35-201-529901	OTHER CONTRACTUAL SERVICES	SBC WASTE SOLUTIONS INC	CY25 CONRACTUAL PORTABLE TOILETS TWIN	120.00	None
35-201-529901	OTHER CONTRACTUAL SERVICES	SBC WASTE SOLUTIONS INC	CY25 CONTRACTUAL PORTABLE TOILET AT I	120.00	None
Total Department 201 ADMINISTRATION				1,863.61	
Department: 216 PRP-BLDG & GROUNDS					
35-216-522316	ROTARY PK RESTROOMS	SALT CREEK SANITARY DISTRI	ROTARY PK RESTROOMS	23.03	None
35-216-522316	ICC	SALT CREEK SANITARY DISTRI	ICC	23.20	None
35-216-522316	VPRC	SALT CREEK SANITARY DISTRI	VPRC	432.21	None
35-216-529916	VPRC ALARM SYSTEM MONITORI	SMG SECURITY SYSTEMS INC	VPRC ALARM SYSTEM MONITORING SEPT	105.00	None
Total Department 216 PRP-BLDG & GROUNDS				583.44	
Department: 235 PROGRAMS					
35-235-528135	RENTAL OF EQUIPMENT	SBC WASTE SOLUTIONS INC	CY25 WESTMORE PARK PORTABLE TOILETS	120.00	None
35-235-528135	RENTAL OF EQUIPMENT	SBC WASTE SOLUTIONS INC	CY25 TOT LOT PORTABLE TIOLET FOR SEAS	120.00	None
35-235-528135	RENTAL OF EQUIPMENT	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT WEST END NORT	120.00	None
35-235-528135	RENTAL OF EQUIPMENT	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILETS AT GAZEBO FOR S	120.00	None
35-235-528135	RENTAL OF EQUIPMENT	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT WILLOWBROOK P	120.00	None
35-235-529935	OTHER CONTRACTUAL SERVICES	DORHAUER, JOHN	CY25 CONTRACTUAL DORHAUER VPPR 092620	50.40	None
35-235-529935	CY 25 FITNESS CONTRACTUAL	LABOUNTY, KIMBERLY	CY 25 FITNESS CONTRACTUAL SERVICES YO	897.00	None
35-235-529935	CY 25 FITNESS CONTRACTUAL	LABOUNTY, KIMBERLY	CY 25 FITNESS CONTRACTUAL SERVICES YO	858.00	None
35-235-529935	CY25 FALL PROGRAM SUPPLIES	QUICKSCORES LLC	CY25 FALL PROGRAM SUPPLIES (SCHUDELIN	119.00	None
35-235-529935	OTHER CONTRACTUAL SERVICES	COACHFINDER.SOCCER LLC	CY25 SUMMER SOCCER CAMP CONTRACTUAL P	1,990.00	None
Total Department 235 PROGRAMS				4,514.40	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	OTHER CONTRACTUAL SERVICES	TUMBLING TIMES INC	CY25 CONTRACTUAL SEPT GYMNASTICS PROG	1,631.70	None
35-236-529936	CONTRACTING DOG TRANING CL	DOGS CAN DO LLC	CONTRACTING DOG TRANING CLASS 9/20-10	387.10	None
Total Department 236 PRR-FALL-WNTR-SPRING				2,018.80	
Total Fund 35 RECREATION FUND				8,980.25	

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Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-521001	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	256.44	None
36-201-522301	THE DEPOT	SALT CREEK SANITARY DISTRI	THE DEPOT	120.58	None
36-201-522301	N TERR PARK	SALT CREEK SANITARY DISTRI	N TERR PARK	23.75	None
36-201-522301	TWIN LAKES	SALT CREEK SANITARY DISTRI	TWIN LAKES	40.99	None
36-201-522301	PK GARAGE #2	SALT CREEK SANITARY DISTRI	PK GARAGE #2	44.56	None
Total Department 201 ADMINISTRATION				486.32	
Department: 202 EQUIPMENT AND SUPPLIES					
36-202-521002	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	42.40	None
36-202-529902	ARDMORE AVE BEDS & BRIDGE	LANGTON GROUP	ARDMORE AVE BEDS & BRIDGE APRIL	2,041.00	None
36-202-529902	ARDMORE AVE BEDS & BRIDGE	LANGTON GROUP	ARDMORE AVE BEDS & BRIDGE APRIL	2,041.00	None
36-202-529902	OTHER CONTRACTUAL SERVICES	LANGTON GROUP	338 N IOWA LANDSCAPE MAINTENANCE	105.14	None
Total Department 202 EQUIPMENT AND SUPPLIES				4,229.54	
Total Fund 36 PARKS FUND				4,715.86	
Fund: 41 SWIMMING POOL & REC FUND					
Department: 301 POOL&REC-ADMIN					
41-301-522301	JEFF POOL#2	SALT CREEK SANITARY DISTRI	JEFF POOL#2	2,831.54	None
41-301-522301	JEFF POOL	SALT CREEK SANITARY DISTRI	JEFF POOL	5,801.60	None
Total Department 301 POOL&REC-ADMIN				8,633.14	
Department: 303 VPRC					
41-303-529902	LEASE PAYMENT 2 OF 5 FOR V	FIRST EAGLE BANK	LEASE PAYMENT 2 OF 5 FOR VPRC FITNESS	38,720.61	None
41-303-529903	VPRC ELEVATOR MAINTANCE 6/	KONE INC	VPRC ELEVATOR MAINTANCE 6/23	1,424.81	196900
41-303-529903	VPRC ALARM SYSTEM MONITORI	SMG SECURITY SYSTEMS INC	VPRC ALARM SYSTEM MONITORING AUG	690.00	None
Total Department 303 VPRC				40,835.42	
Total Fund 41 SWIMMING POOL & REC FUND				49,468.56	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
60-202-521002	WIRELESS SERVICE FROM 07/2	VERIZON WIRELESS PW	WIRELESS SERVICE FROM 07/27/25 to 08/	83.25	None
Total Department 202 EQUIPMENT AND SUPPLIES				83.25	
Department: 603 REFERENDUM 2014					
60-603-529203-E00002	HARVARD (PLYMOUTH TO RIDGE	V3 COMPANIES OF ILLINOIS	HARVARD (PLYMOUTH TO RIDGE) PHASE 3 C	17,578.46	None
60-603-529203-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	JACKSON AREA PHASE 3 CE	24,297.13	None
Total Department 603 REFERENDUM 2014				41,875.59	
Total Fund 60 STREET IMPROVEMENT FUND				41,958.84	
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	625.00	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				625.00	
Total Fund 64 CAPITAL PROJECTS FUND				625.00	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529210-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	JACKSON AREA PHASE 3 CE	72,891.41	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				72,891.41	

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Fund: 68 STORMWATER BUYOUT FUND					
Total Fund 68 STORMWATER BUYOUT FUND				72,891.41	
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-520201	APWA 2025 PWX Registration Apwa - Pwx Registratio		APWA 2025 PWX Registration for PW Ope	500.00	None
82-201-521001	WIRELESS SERVICE FROM 05/2 T-MOBILE USA (PW)		WIRELESS SERVICE FROM 05/21/25 to 06/	52.34	None
82-201-521001	WIRELESS SERVICE FROM 07/2 VERIZON WIRELESS PW		WIRELESS SERVICE FROM 07/27/25 to 08/	253.69	None
Total Department 201 ADMINISTRATION				806.03	
Department: 202 EQUIPMENT AND SUPPLIES					
82-202-522302	WTR/SWR	SALT CREEK SANITARY DISTRI	WTR/SWR	44.85	None
82-202-529202-E00002	HARVARD (PLYMOUTH TO RIDGE	V3 COMPANIES OF ILLINOIS	HARVARD (PLYMOUTH TO RIDGE) PHASE 3 C	11,718.97	None
82-202-529302	LEAD & COPPER SAMPLES	PACE ANALYTICAL SERVICES L	LEAD & COPPER SAMPLES	210.00	None
82-202-529302	WATER SAMPLES	ETP LABS INC	WATER SAMPLES	720.00	None
82-202-529902	BORE NEW COPPER LINE TO RE	C & R DIRECTIONAL BORING I	BORE NEW COPPER LINE TO REPLACE LEAD	1,200.00	None
82-202-532202	Hand tools	Amazon Mktp1 4b2sh6up3	Hand tools	200.76	None
82-202-532202	fuse puller	Villa Park Ace	fuse puller	17.99	None
82-202-535502	HYDRANT PARTS - BREAKAWAY	CORE & MAIN	HYDRANT PARTS BREAKAWAY KITS	860.00	None
82-202-539902	3/4" BALL VALVE, 3/4" BRAS	HOME PLUMBING & HEATING IN	3/4" BALL VALVE, 3/4" BRASS ST 90	53.13	None
82-202-539902	ROLING CART, WRENCH, UTILI	The Home Depot #1916	rolling cart, wrench, utility knife,	309.85	None
82-202-539902	purchase & return	The Home Depot #1982	purchase & return	47.46	None
82-202-539902	sprayer	The Home Depot #1982	sprayer	43.94	None
82-202-539902	return	BMO HARRIS MASTERCARD	return	(47.46)	None
82-202-539902	saw blade	Ziebell water Servi	saw blade	340.00	None
82-202-539902	blades	Villa Park Ace	blades	25.98	None
82-202-539902	Drinking water filters (30	Amazon Reta Dh66c4813	Drinking water filters (30)	864.60	None
82-202-539902	sphn pmp, car wash	Lombard Ace Hardware	sphn pmp, car wash	18.58	None
82-202-539902	misc parts, 5ka qty. 6	In Dupage Security So	misc parts, 5ka qty. 6	117.00	None
82-202-539902	fastners	Lombard Ace Hardware	fastners	15.60	None
82-202-539902	cc td fuuse 600v 3A ATDR	Villa Park Electrical	cc td fuuse 600v 3A ATDR	130.10	None
Total Department 202 EQUIPMENT AND SUPPLIES				16,891.35	
Total Fund 82 WATER SUPPLY FUND				17,697.38	
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
83-201-521001	WIRELESS SERVICE FROM 05/2 T-MOBILE USA (PW)		WIRELESS SERVICE FROM 05/21/25 to 06/	26.17	None
83-201-521001	WIRELESS SERVICE FROM 07/2 VERIZON WIRELESS PW		WIRELESS SERVICE FROM 07/27/25 to 08/	170.44	None
Total Department 201 ADMINISTRATION				196.61	
Department: 202 EQUIPMENT AND SUPPLIES					
83-202-529902	REPLACED COIL AND RECTIFIE	GENSERVE LLC	REPLACED COIL AND RECTIFIER - SOUTH V	1,689.67	None
83-202-529902	SERVICE CALL TO INSPECT TR	GENSERVE LLC	SERVICE CALL TO INSPECT TRANSFER SWIT	454.80	None
83-202-530202	CHLORINE CONTAINER RENTAL	ALEXANDER CHEMICAL CORP	CHLORINE CONTAINER RENTAL FEE	64.00	None
83-202-539902	wd 40 hose c1amps	Lombard Ace Hardware	wd 40 hose c1amps	17.76	None
83-202-539902	HD Cuffs	Lous Gloves	HD Cuffs	528.00	None
Total Department 202 EQUIPMENT AND SUPPLIES				2,754.23	
Total Fund 83 WASTEWATER FUND				2,950.84	

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--- TOTALS BY GL DISTRIBUTION ---					
	10-000-130204		GROUP INSURANCE REC	1,677.20	
	10-110-520200		TRAINING & CONFERENCES	1,950.00	
	10-110-521000		TELEPHONE	85.48	
	10-110-521100		LEGAL SERVICES	11,900.00	
	10-110-529900		OTHER CONTRACTUAL SERVICES	50.20	
	10-110-539900		OTHER SUPPLIES	740.49	
	10-110-565600		FIRE & POLICE COMMISSION	1,831.50	
	10-120-520200		TRAINING & CONFERENCES	225.00	
	10-120-521000		TELEPHONE	85.48	
	10-120-539900		OTHER SUPPLIES	1,036.83	
	10-121-521001		TELEPHONE	49.98	
	10-121-527001		MAINT OF OFFICE EQUIPMENT	259.56	
	10-121-529901		OTHER CONTRACTUAL SERVICES	26,075.38	
	10-130-520200		TRAINING & CONFERENCES	57.77	
	10-130-531700		OFFICE SUPPLIES	329.03	
	10-130-539900		OTHER SUPPLIES	88.07	
	10-140-520200		TRAINING & CONFERENCES	325.00	
	10-140-521000		TELEPHONE	444.65	
	10-150-526100		INSURANCE CLAIM LOSSES	470.00	
	10-160-522200		HEATING & A/C MAINT SERV	1,730.88	
	10-160-522300		WATER & SEWER SERVICE	14,650.22	
	10-170-522301		WATER & SEWER SERVICE	69.34	
	10-170-529900		OTHER CONTRACTUAL SERVICES	4,452.00	
	10-180-520200		TRAINING & CONFERENCES	27.00	
	10-180-521000		TELEPHONE	42.74	
	10-180-530200		CHEMICALS	47.71	
	10-180-530800		ENGINE OIL	3,829.46	
	10-180-530900		GAS & DIESEL FUEL	96.40	
	10-180-531000		MOTOR VEHICLE PARTS & ACCESS	8,080.43	
	10-180-531500		INSPECTIONS AND SAFETY TESTS	337.00	
	10-180-539900		OTHER SUPPLIES	42.01	
	10-190-520200		TRAINING & CONFERENCES	142.60	
	10-201-520201		TRAINING & CONFERENCES	113.27	
	10-201-520209		TRAINING & CONFERENCES	369.94	
	10-201-521001		TELEPHONE	191.82	
	10-201-529901		OTHER CONTRACTUAL SERVICES	1,750.00	
	10-201-531701		OFFICE SUPPLIES	506.94	
	10-201-539901		OTHER SUPPLIES	352.15	
	10-201-540101		CAPITAL OUTLAY	568.59	
	10-208-529908		OTHER CONTRACTUAL SERVICES	79.60	
	10-208-533608		PHOTO MATERIALS & SUPPLIES	148.00	
	10-209-529909		OTHER CONTRACTUAL SERVICES	47.97	
	10-209-530109		UNIFORMS	1,014.45	
	10-209-532009		K-9 PATROL	140.00	
	10-209-533309		RANGE SUPPLIES	1,505.79	
	10-209-539909		OTHER SUPPLIES	653.72	
	10-211-521001		TELEPHONE	361.96	
	10-211-529901		OTHER CONTRACTUAL SERVICES	1,540.00	
	10-211-530101		UNIFORMS	2,285.09	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 10/13/2025 - 10/13/2025

POSTED AND UNPOSTED

OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		10-211-530301	DUES & PUBLICATIONS	120.00	
		10-211-531501	BUILDING MAINT SUPPLIES	51.96	
		10-211-539901	OTHER SUPPLIES	1,575.73	
		10-251-520201	TRAINING & CONFERENCES	118.84	
		10-251-521001	TELEPHONE	53.21	
		10-251-529901	OTHER CONTRACTUAL SERVICES	110.59	
		10-251-539325	STREET LIGHTING MATERIALS	267.88	
		10-255-532225	HAND TOOLS	23.99	
		10-257-528527	DISPOSAL EXPENSE	21,601.15	
		10-257-539927	OTHER SUPPLIES	345.97	
		10-258-539928	OTHER SUPPLIES	345.90	
		11-202-540102	CAPITAL OUTLAY	131,002.60	
		11-202-540202	NON-CAPITAL OUTLAY	2,800.00	
		32-202-534226	ASPHALT MIX	528.71	
		35-201-521001	TELEPHONE	256.44	
		35-201-529101	BREWFEET	1,367.17	
		35-201-529901	OTHER CONTRACTUAL SERVICES	240.00	
		35-216-522316	WATER & SEWER SERVICE	478.44	
		35-216-529916	OTHER CONTRACTUAL SERVICES	105.00	
		35-235-528135	RENTAL OF EQUIPMENT	600.00	
		35-235-529935	OTHER CONTRACTUAL SERVICES	3,914.40	
		35-236-529936	OTHER CONTRACTUAL SERVICES	2,018.80	
		36-201-521001	TELEPHONE	256.44	
		36-201-522301	WATER & SEWER SERVICE	229.88	
		36-202-521002	TELEPHONE	42.40	
		36-202-529902	OTHER CONTRACTUAL SERVICES	4,187.14	
		41-301-522301	WATER & SEWER SERVICE	8,633.14	
		41-303-529902	REC CENTER-OTHER CONT SVS	38,720.61	
		41-303-529903	OTHER CONTRACTUAL SERVICES	2,114.81	
		60-202-521002	TELEPHONE	83.25	
		60-603-529203-E00002	ENGINEERING SERVICES	17,578.46	
		60-603-529203-E00003	ENGINEERING SERVICES	24,297.13	
		64-210-529210	ENGINEERING SERVICES	625.00	
		68-210-529210-E00003	ENGINEERING SERVICES	72,891.41	
		82-201-520201	TRAINING & CONFERENCES	500.00	
		82-201-521001	TELEPHONE	306.03	
		82-202-522302	WATER & SEWER SERVICE	44.85	
		82-202-529202-E00002	ENGINEERING SERVICES	11,718.97	
		82-202-529302	LABORATORY TESTING	930.00	
		82-202-529902	OTHER CONTRACTUAL SERVICES	1,200.00	
		82-202-532202	HAND TOOLS	218.75	
		82-202-535502	FIRE HYDRANT REPAIR PARTS	860.00	
		82-202-539902	OTHER SUPPLIES	1,918.78	
		83-201-521001	TELEPHONE	196.61	
		83-202-529902	OTHER CONTRACTUAL SERVICES	2,144.47	
		83-202-530202	CHEMICALS	64.00	
		83-202-539902	OTHER SUPPLIES	545.76	
---	TOTALS BY FUND ---				
		10	CORPORATE FUND	117,473.92	
		11	CAPITAL / BUILDING & LAND IMPROVE FUN	133,802.60	
		32	MFT FUND	528.71	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 10/13/2025 - 10/13/2025

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		35	RECREATION FUND	8,980.25	
		36	PARKS FUND	4,715.86	
		41	SWIMMING POOL & REC FUND	49,468.56	
		60	STREET IMPROVEMENT FUND	41,958.84	
		64	CAPITAL PROJECTS FUND	625.00	
		68	STORMWATER BUYOUT FUND	72,891.41	
		82	WATER SUPPLY FUND	17,697.38	
		83	WASTEWATER FUND	2,950.84	
		Total For All Funds:		451,093.37	

Justin K

10/9/25

Dustin

10-8-25

BILL LISTING TO BE PRESENTED
TO THEBOARD OF TRUSTEES ON
10.27.25

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK
EXP CHECK RUN DATES 10/06/2025 - 10/06/2025
POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 110 PUBLIC AFFAIRS					
10-110-521100	LEGAL SERVICES - GENERAL M	ROBBINS SCHWARTZ	GENERAL MATTERS	752.50	None
10-110-521100	LEGAL SERVICES - MULAWA V.	ROBBINS SCHWARTZ	MULAWA	73.25	None
10-110-521100	LEGAL SERVICES- JP- ADMIN	ROBBINS SCHWARTZ	ADMIN REVIEW - JP	222.00	None
10-110-521100	LEGAL SERVICES - MULAWA AU	ROBBINS SCHWARTZ	MULAWA 9-8-2025 INV	215.00	None
			Total Department 110 PUBLIC AFFAIRS	1,262.75	
Department: 121 INFORMATION TECHNOLOGY					
10-121-529901	WINDOWS 10 LICENSES	NOBLETEC LLC	WINDOWS 10 LICENSES	305.00	None
			Total Department 121 INFORMATION TECHNOLOGY	305.00	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-531700	PAYOFF LEASE FOR COPIER	KONICA MINOLTA PREMIER FIN	PAYOFF LEASE FOR COPIER	618.44	196860
			Total Department 140 COMMUNITY DEVELOPMENT	618.44	
Department: 160 BUILDINGS & GROUNDS					
10-160-521900	JACKSON POND 07/24/25-08/2	COMMONWEALTH EDISON CO	JACKSON POND 07/24/25-08/22/25	48.08	196859
10-160-521900	106 S VILLA 08/08/25-09/09	COMMONWEALTH EDISON CO	106 S VILLA 08/08/25-09/09/25	120.68	196859
10-160-522000	220 S VILLA 08/05/25-09/0	NICOR GAS	220 S VILLA 08/05/25-09/04/25	57.18	None
10-160-522000	40 S ARDMORE 08/05/25-09/0	NICOR GAS	40 S ARDMORE 08/05/25-09/04/25	334.84	None
10-160-522000	100 S VILLA 08/05/25-09/04	NICOR GAS	100 S VILLA 08/05/25-09/04/25	54.69	None
10-160-522200	HEATING & A/C MAINT SERV	ACITELLI HEATING & PIPING	PUBLIC WORKS REPAIR	386.00	None
			Total Department 160 BUILDINGS & GROUNDS	1,001.47	
Department: 170 COMMUTER PARKING LOT					
10-170-522000	ES BEVERLY 1ST TERRACE 08/	NICOR GAS	ES BEVERLY 1ST TERRACE 08/05/25-09/04	56.35	None
			Total Department 170 COMMUTER PARKING LOT	56.35	
Department: 201 POLICE ADMINISTRATION					
10-201-520209	MEAL REIMBURSEMENT- TRAINI	HRUBY, BRYAN	MEAL REIMBURSEMENT- TRAINING	37.74	None
10-201-521001	DETV CELL & MOBILE CELL PH	VERIZON WIRELESS	DETV CELL & MOBILE CELL PHONE ACCESS	1,250.65	None
10-201-530301	MEMBERSHIP DUES 2025-2026	NORTHWEST POLICE ACADEMY	MEMBERSHIP DUES 2025-2026	75.00	None
10-201-539901	PD SHRED EVENT 96 GALLONS	VITAL RECORDS HOLDINGS LLC	PD SHRED EVENT 96 GALLONS	480.00	None
			Total Department 201 POLICE ADMINISTRATION	1,843.39	
Department: 207 POLICE-RECORDS					
10-207-532009	MEDICATION FOR K-9 LUKE	PARTNERS AND PAWS VETERINA	MEDICATION FOR K-9 LUKE	379.05	None
			Total Department 207 POLICE-RECORDS	379.05	
Department: 209 POLICE-PATROL					
10-209-529109	STRAY ANIMAL /HOLDING & VA	DUPAGE COUNTY ANIMAL SERVI	STRAY ANIMAL /HOLDING & VACCINATION	150.00	None
10-209-529109	STRAY ANIMAL/HOLDING & VAC	DUPAGE COUNTY ANIMAL SERVI	STRAY ANIMAL/HOLDING & VACCINATION	225.00	None
10-209-529909	RANGE MAINT-FILTER REPLACE	BEST TECHNOLOGY SYSTEMS IN	RANGE MAINT-FILTER REPLACEMENT	9,160.00	None
			Total Department 209 POLICE-PATROL	9,535.00	
Department: 211 FIRE					
10-211-529906	GEMT 2025Q2 (4.25-6.25)	IL DEPT OF HEALTHCARE	GEMT 2025Q2 (4.25-6.25)	178,414.54	None
			Total Department 211 FIRE	178,414.54	
Department: 251 PUBLIC WORKS					
10-251-528528	DISPOSAL EXPENSE	LRS LLC	HAUL STREET SWEEPINGS	5,501.50	None
10-251-534226	HMA N50M SC	DUPAGE MATERIALS COMPANY L	HMA N50M SC	255.73	None
			Total Department 251 PUBLIC WORKS	5,757.23	

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Fund: 10 CORPORATE FUND					
Department: 258 PW-FORESTRY					
10-258-528628	BIOMIST TRUCK ULV	CLARKE ENVIRONMENTAL MOSQU BIOMIST TRUCK ULV		6,774.50	None
		Total Department 258 PW-FORESTRY		6,774.50	
		Total Fund 10 CORPORATE FUND		205,947.72	
Fund: 11 CAPITAL / BUILDING & LAND IMPROVE FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
11-202-540102	TEMPORARY FIRE STATION REL KLUBER INC	TEMPORARY FIRE STATION RELOCATION		687.50	None
11-202-540102	FIRE STATION 81 RENOVATION KLUBER INC	FIRE STATION 81 RENOVATIONS		1,653.03	None
11-202-540102	REC CENTER CONDITIONS AS KLUBER INC	REC CENTER CONDITIONS ASSESSMENT		2,175.00	None
		Total Department 202 EQUIPMENT AND SUPPLIES		4,515.53	
		Total Fund 11 CAPITAL / BUILDING & LAND IMPROVE FUND		4,515.53	
Fund: 35 RECREATION FUND					
Department: 201 POLICE ADMINISTRATION					
35-201-529101	REIMBURSMENT FOR BREWFEST	REBECCA DEFRANCO-ROCHE	REIMBURSMENT FOR BREWFEST BASEET TRAI	12.95	196864
35-201-529101	REIMBURSMENT FOR BREWFEST	TINA JANOPOULOS	REIMBURSMENT FOR BREWFEST BASSET TRAI	12.95	196865
35-201-529101	REIMBURSMENT FOR BREWFEST	SOPHIE SMITH	REIMBURSMENT FOR BREWFEST BASSET TRAI	12.95	196866
35-201-529101	REIMBURSMENT FOR BREWFEST	SUE OAKES	REIMBURSMENT FOR BREWFEST BASSET TRA	25.90	196867
35-201-529101	REIMBURSMENT FOR BREWFEST	JUSKELIS, VYDAS J	REIMBURSMENT FOR BREWFEST BASSET TRA	12.95	196868
35-201-529101	REIMBURSMENT FOR BREWFEST	MARNIE EUTENEUR	REIMBURSMENT FOR BREW FEST BASSET TR	12.95	196870
35-201-529101	REIMBURSMENT FOR BREW FES	KRISTIE FOLEY	REIMBURSMENT FOR BREW FEST BASSET TR	12.95	196869
35-201-529101	CONTRACTUAL DJ SERVICES AT MATTHEW KISSANE		CONTRACTUAL DJ SERVICES AT BREWFEST 1	375.00	196863
35-201-529501	SUMMERFEST FESTIVAL 50% NE VILLA PARK LIONS CLUB		SUMMERFEST FESTIVAL 50% NET PROFIT FO	1,756.00	196862
35-201-531701	LABELS , COPY PAPPER & PAP GARVEY'S OFFICE PRODUCTS		LABELS , COPY PAPPER & PAPAER CLIPS O	353.97	None
35-201-531701	OFFICE SUPLLIES 3 RING BIN GARVEY'S OFFICE PRODUCTS		OFFICE SUPLLIES 3 RING BINDERS	11.99	None
		Total Department 201 POLICE ADMINISTRATION		2,600.56	
Department: 235 PROGRAMS					
35-235-520435	CO- OP SENIOR BUS TRIP TRA OAK BROOK PARK DISTRICT	CO- OP SENIOR BUS TRIP ON 9/25/25		792.00	None
		Total Department 235 PROGRAMS		792.00	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-531136	CO- OP SENIOR BUS TRIP TRA OAK BROOK PARK DISTRICT	CO- OP SENIOR BUS TRIP ON 9/25/25		1,188.00	None
		Total Department 236 PRR-FALL-WNTR-SPRING		1,188.00	
		Total Fund 35 RECREATION FUND		4,580.56	
Fund: 36 PARKS FUND					
Department: 201 POLICE ADMINISTRATION					
36-201-521901	ROTARY PARK 08/08/25-09/09 COMMONWEALTH EDISON CO	ROTARY PARK 08/08/25-09/09/25		40.83	196859
36-201-522001	320 KENILWORTH 08/27/25-09 NICOR GAS	320 KENILWORTH 08/27/25-09/09/25		55.51	None
36-201-522001	300 N WESTMORE 08/06/25-09 NICOR GAS	300 N WESTMORE 08/06/25-09/05/25		61.31	None
		Total Department 201 POLICE ADMINISTRATION		157.65	
Department: 202 EQUIPMENT AND SUPPLIES					
36-202-529902	338 N IOWA LANDSCAPE MAINT LANGTON GROUP	338 N IOWA LANDSCAPE MAINTENANCE SEPT		105.14	None
36-202-529902	338 N IOWA LANDSCAPE MAINT LANGTON GROUP	338 N IOWA LANDSCAPE MAINTENANCE		105.14	None
36-202-529902	REMOVE DAMAGED TURF, LEVEL LANGTON GROUP	REMOVE DAMAGED TURF, LEVEL AREA AND I		400.00	None
36-202-530402	PKS - SCREENINGS WESTMORE SUPPLY CO	PKS - SCREENINGS		70.84	None
36-202-530402	PKS - SCREENINGS WESTMORE SUPPLY CO	PKS - SCREENINGS		87.56	None

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Fund: 36 PARKS FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
36-202-530402	PKS - SCREENINGS	WESTMORE SUPPLY CO	PKS - SCREENINGS	146.08	None
36-202-530402	PKS - SCREENINGS	WESTMORE SUPPLY CO	PKS - SCREENINGS	70.50	None
36-202-530402	PKS - SCREENINGS	WESTMORE SUPPLY CO	PKS - SCREENINGS	277.64	None
36-202-530402	PKS - SCREENINGS	WESTMORE SUPPLY CO	PKS - SCREENINGS	397.76	None
36-202-530402	PKS - SCREENINGS	WESTMORE SUPPLY CO	PKS - SCREENINGS	271.92	None
36-202-532502	PARTS ORDERS FOR JIM	RUSSO'S POWER EQUIPMENT IN PARTS ORDERS FOR JIM		280.81	None
Total Department 202 EQUIPMENT AND SUPPLIES				2,213.39	
Total Fund 36 PARKS FUND				2,371.04	
Fund: 41 SWIMMING POOL & REC FUND					
Department: 301 POOL&REC-ADMIN					
41-301-522001	341 N HARVARD 08/05/25-09	NICOR GAS	341 N HARVARD 08/05/25-09/04/25	391.30	None
41-301-522001	341 N HARVARD 08/05/25-09/	NICOR GAS	341 N HARVARD 08/05/25-09/04/25	951.66	None
Total Department 301 POOL&REC-ADMIN				1,342.96	
Department: 303 VPRC					
41-303-522001	320 E WILDWOOD 08/08/25-09	NICOR GAS	320 E WILDWOOD 08/08/25-09/09/25	265.08	None
Total Department 303 VPRC				265.08	
Total Fund 41 SWIMMING POOL & REC FUND				1,608.04	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
60-202-529202	PAVEMENT ASSESSMENT	MICHELIN MOBILITY INTELLIG	PAVEMENT ASSESSMENT	7,550.00	None
Total Department 202 EQUIPMENT AND SUPPLIES				7,550.00	
Department: 210 CONTRACTUAL - SP REV FUNDS					
60-210-529210	VILLA (WILDWOOD TO IL 64)	CIVILTECH ENGINEERING INC	VILLA (WILDWOOD TO IL 64) PHASE 2 DE	6,940.35	None
60-210-529210-E00004	PARK (ARDMORE TO CORNELL)	CIVILTECH ENGINEERING INC	PARK (ARDMORE TO CORNELL) PHASE 2 DE	9,198.53	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				16,138.88	
Total Fund 60 STREET IMPROVEMENT FUND				23,688.88	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529910	DRAINAGE ASSISTANCE PROGRA	HEIDI ANNE MCCARDEL-WENTWO	DRAINAGE ASSISTANCE PROGRAM REIMBURSE	5,172.87	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				5,172.87	
Total Fund 68 STORMWATER BUYOUT FUND				5,172.87	
Fund: 82 WATER SUPPLY FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
82-202-521902		COMMONWEALTH EDISON CO	520 N PRINCETON 08/12/25-09/11/25	66.54	196861
82-202-522002	35 W HOME 08/05/25-09/04/2	NICOR GAS	35 W HOME 08/05/25-09/04/25	82.93	None
82-202-522002	31 W HOME 08/05/25-09/04/2	NICOR GAS	31 W HOME 08/05/25-09/04/25	57.18	None
82-202-522002	1260 S CORNELL 08/08/25-09	NICOR GAS	1260 S CORNELL 08/08/25-09/09/25	155.02	None
82-202-528502	HAUL SPOILS FROM DOME	BELL CARTAGE CORP.	HAUL SPOILS FROM DOME	5,115.00	None
82-202-535102	WM PIPE FOR STOCK	CORE & MAIN	WM PIPE FOR METRA PROJECT & STOCK	4,373.00	None
82-202-540102	WM PIPE FOR MERTA	CORE & MAIN	WM PIPE FOR METRA PROJECT & STOCK	878.20	None
82-202-540102	STONE FOR METRA WATER MAIN	BELL CARTAGE CORP.	STONE FOR METRA WATER MAIN PROJECT	16,764.84	None
Total Department 202 EQUIPMENT AND SUPPLIES				27,492.71	

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Fund: 82 WATER SUPPLY FUND					
Total Fund 82 WATER SUPPLY FUND				27,492.71	
Fund: 83 WASTEWATER FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
83-202-522002	149 S MONTEREY 08/05/25-09	NICOR GAS	149 S MONTEREY 08/05/25-09/04/25	220.12	None
83-202-522002	820 N YALE 08/05/25-09/04	NICOR GAS	820 N YALE 08/05/25-09/04/25	58.02	None
83-202-522002	889 W NORTH 08/06/25-09/05	NICOR GAS	889 W NORTH 08/06/25-09/05/25	57.48	None
83-202-522002	890 N VILLA 08/05/25-09/04	NICOR GAS	890 N VILLA 08/05/25-09/04/25	58.85	None
83-202-528502	HAUL SPOILS FROM DOME	BELL CARTAGE CORP.	HAUL SPOILS FROM DOME	5,925.00	None
Total Department 202 EQUIPMENT AND SUPPLIES				6,319.47	
Total Fund 83 WASTEWATER FUND				6,319.47	

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--- TOTALS BY GL DISTRIBUTION ---					
		10-110-521100	LEGAL SERVICES	1,262.75	
		10-121-529901	OTHER CONTRACTUAL SERVICES	305.00	
		10-140-531700	OFFICE SUPPLIES	618.44	
		10-160-521900	UTILITY - ELECTRIC	168.76	
		10-160-522000	UTILITY - GAS	446.71	
		10-160-522200	HEATING & A/C MAINT SERV	386.00	
		10-170-522000	UTILITY - GAS	56.35	
		10-201-520209	TRAINING & CONFERENCES	37.74	
		10-201-521001	TELEPHONE	1,250.65	
		10-201-530301	DUES & PUBLICATIONS	75.00	
		10-201-539901	OTHER SUPPLIES	480.00	
		10-207-532009	K-9	379.05	
		10-209-529109	ANIMAL HOSPITAL EXPENSE	375.00	
		10-209-529909	OTHER CONTRACTUAL SERVICES	9,160.00	
		10-211-529906	GEMT EXPENSE	178,414.54	
		10-251-528528	DISPOSAL EXPENSE	5,501.50	
		10-251-534226	ASPHALT MIX	255.73	
		10-258-528628	MOSQUITO ABATEMENT	6,774.50	
		11-202-540102	CAPITAL OUTLAY	4,515.53	
		35-201-529101	BREWFEET	478.60	
		35-201-529501	SUMMER FESTIVAL	1,756.00	
		35-201-531701	OFFICE SUPPLIES	365.96	
		35-235-520435	TRANSPORTATION	792.00	
		35-236-531136	PROGRAM SUPPLIES	1,188.00	
		36-201-521901	UTILITY - ELECTRIC	40.83	
		36-201-522001	UTILITY - GAS	116.82	
		36-202-529902	OTHER CONTRACTUAL SERVICES	610.28	
		36-202-530402	GROUPS SUPPLIES	1,322.30	
		36-202-532502	GENERAL EQUIPMENT PARTS	280.81	
		41-301-522001	UTILITY - GAS	1,342.96	
		41-303-522001	REC CENTER- UTILITY GAS	265.08	
		60-202-529202	ENGINEERING SERVICES	7,550.00	
		60-210-529210	ENGINEERING SERVICES	6,940.35	
		60-210-529210-E00004	ENGINEERING SERVICES	9,198.53	
		68-210-529910	OTHER CONTRACTUAL SERVICES	5,172.87	
		82-202-521902	UTILITY - ELECTRIC	66.54	
		82-202-522002	UTILITY - GAS	295.13	
		82-202-528502	DISPOSAL EXPENSE	5,115.00	
		82-202-535102	VALVES	4,373.00	
		82-202-540102	CAPITAL OUTLAY	17,643.04	
		83-202-522002	UTILITY - GAS	394.47	
		83-202-528502	DISPOSAL EXPENSE	5,925.00	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	205,947.72	
		11	CAPITAL / BUILDING & LAND IMPROVE FUN	4,515.53	
		35	RECREATION FUND	4,580.56	
		36	PARKS FUND	2,371.04	
		41	SWIMMING POOL & REC FUND	1,608.04	
		60	STREET IMPROVEMENT FUND	23,688.88	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 10/06/2025 - 10/06/2025

POSTED AND UNPOSTED

OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		68	STORMWATER BUYOUT FUND	5,172.87	
		82	WATER SUPPLY FUND	27,492.71	
		83	WASTEWATER FUND	6,319.47	
		Total For All Funds:		281,696.82	

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Village of Villa Park Board of Trustees

Committee of the Whole

Meeting Minutes – October 13, 2025

Date: October 13, 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.
 - **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. Discussion

- **3a:** Manager Rivas began with an explanation that this is a free flow discussion regarding the Village Website.
- Dan McCann gave a brief presentation of some plans for the website. Examples were shown from other towns using Civic Plus
- Trustee Sabri referenced the Lombard page – that it is very user friendly. Asked if the Village's will be similar with drop down menus. Also asked if the Village has all the information we want on there. Riley Pillar explained that most of it is there, it just needs to be put where it belongs and remove duplicate information.
- Trustee Alfano noticed other websites will include social components, i.e. Facebook icon, social media sites, etc. Also asked what is involved in maintaining the current information. Riley Pillar responded that the new website will definitely make the social media components more prominent than they are now. The plan is to keep the site up to date by constant communication with the departments about any changes or additions they may have.
- Trustee Konstatos would like to see a business listing. Also, the permit section is really hard to navigate and would like to see more in-depth descriptions for requirements for permits. Suggested maybe an Employee of the Month program where nominations are

made by fellow employees. Lastly, would like to see more teaming up with the Chamber of Commerce. Dan McCann explained that one of the new ideas we have is a listing of businesses as part of our future plan. These new ideas may take some time. The website will also be revamped with more colors.

- Trustee Kumar doesn't like the home page. She believes it is better to have more information on the home page. Suggested a focus group once the final product is ready for publishing for some last minute thoughts and changes. Riley Pillar stated that Civic provides information on most used searches. More spotlights will be incorporated. Changes will be made to the home page, i.e. buttons, etc.
- Trustee Konstatos suggested scrolling pictures on the front page.
- Trustee Kumar suggested that the Strategic Plan and Comprehensive Plan should have more graphics and updates.

4. Public Comments

None

5. Adjournment

- Motion to adjourn made by Trustee Konstatos, seconded by Trustee Sabri.
- Time of adjournment: 6:28 p.m.

Respectfully Submitted,

Rolf Laukant
Village Clerk

Special Budget Meeting of the Village of Villa Park Board of Trustees

Meeting Minutes – October 20, 2025

Date: October 20, 2025

Time: Meeting called to order at 6:03 PM

Location: Village of Villa Park

320 E. Wildwood

Villa Park Recreation Center

Villa Park, IL 60181

1. Call to Order & Roll Call

- a. 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
- b. A quorum was established.

2. Pledge of Allegiance

- a. Attendees stood for the Pledge of Allegiance.

3. Public Comments

None

4. Presentation

- a. 2026 Budget Workshop and Department Presentations

Director Mika gave the Board members a list of the fund numbers.

Director Mika performed a presentation of the budget with Department Heads available for explanations. She summarized the next steps: Public Hearing on the Budget and Tax Levy at the board meeting on November 24, 2025, the FY2026 Budget presented for adoption on December 8, 2025 and the Tax Levy adoption presented at the December 22, 2025 meeting.

Discussion:

President Patrick – stated this was the best presentation in his past six years that he has seen by this board. Thanks for all your hard work.

Trustee Cordova – questioned how much of \$27.1 million in the general fund relies on one-time or unstable sources and what is our contingency plan if those fall short? Director Mika explained that there are no grant fundings projected in the general funds. Sales tax is volatile but has been pretty stable through the year. There are a lot of unknowns so it is hard to determine what action the village will take if there is a shortfall, at this time.

Trustee Cordova asked about the risk management costs rising – what is the plan if the costs grow faster than the revenues? Director Mika responded that requests for staffing are just requests. These will be held until we do the public hearing on the budget.

Trustee Cordova asked about the property tax CPI at 2.9% - do these revenues assume that we do pass that? Director Mika explained that the 2.9% is the maximum amount we can propose or request from our constituents. Tax levy spreadsheets will show the 2.9% maximum before going to referendum and asking the taxpayers for more.

Trustee Cordova mentioned that the expected increases in property taxes, LRS contract increase, water service increase, ambulance service fee increase, and recreation fee increases calculate to approximately \$70-\$80 more in 2026 than in 2025. Is that what resident should expect in 2026? Director Mika stated that she hasn't looked at property tax increases yet. There will be an average tax bill as a sample at the tax levy presentation.

Trustee Cordova asked about funding the full pension contributions, what is the long term plan to put less strain on the general fund. Director Mika explained that there were so many things left off the 2025 budget, we want to make sure everything is included in the 2026 budget. There is no definitive answer right now, but the plan is forecasting for the next 5 years looking at revenues and expenses. The police and fire pensions are supposed to be funded by 2040. Monthly financial reports help us to see if something doesn't look right. That is our job in management.

Trustee Cordova asked that with all the administration changes, restructuring departments, changes in software and the forensic audit, will this budget directly improve accountability and have we learned from the mistakes that have taken place. Director Mika answered that as we are working on the budget, we are finding mistakes from past administration, and we are incorporating everything to correct it. We have a good grasp of where we are going to land. The departments will get there portion back to be looked at again for anything missing. A big part of the forensic audit is based on what was done in the past was just poor management decisions and that it wasn't anything else. It gives you the opportunity to start on a clean slate.

Trustee Kumar stated that many departments show a lot of increase in expenses and very little on the revenue. That matchup is important. Is that money going to come from the general fund? Will the final audit bring out the trends? Director Mika addressed that there is an 11% annual audit expense. She also explained the general fund information on the cheat sheet she distributed to the board. The general fund has not been fluid until this last week.

Trustee Kumar asked Michelle House to explain the TIF funds. Director Mika stated that the TIF funds are funded by property tax money. Michelle House reviewed the funds for each TIF as well as the capital improvements planned for the upcoming year.

Trustee Kumar asked if there are any new revenue sources coming? Manager Rivas state the Village has two ideas now and are still brainstorming other ideas.

Trustee Kumar inquired about the cost for an arborist. Also asked about the increase in ambulance fees and if there is a cap on that fee. Chief Stapleton explained that fees can be whatever the Board wants. He explained the whole process of how they determine what the expenses are and what the fee should be. We can present this to the board if changes are needed. Type of insurance doesn't matter. Director Guerra stated the cost for an arborist would be based on the AFSCME pay scale with an added amount for the individual to be certified. The Village can also look into the cost of outsourcing the work. He also explained the status of the current IEPA loans.

Trustee Alfano asked if IRMA is expected to increase due to the Village's errors or just a cost of business increase. Also wants to know if the EAP program is part of the health insurance plan or an additional fee. Dan McCann stated that there is no EAP program any more, however, they are looking into acquiring a program, hopefully through the insurance. He also explained that the cost of IRMA is based on our audit. It is an estimate, and the Village is looking at other options with our broker.

Trustee Alfano inquired about the 6% cap on the hotel/motel tax. Director Mika explained that the budget was done based on 5% and when it is proposed at the public hearing, the Board can request that it be increased to 6%.

Trustee Alfano questioned the ADA transition plan that should be done every ten years, and the last one was in 2013. Also, it should be updated every 5 years. What is the cost? Director Howe explained the ADA transition plan process and how we would use the funds. Every five years, the Village would report to the Board the status of what was completed of the items that were presented at the 10 year plan.

Trustee Alfano thanks the Police Department and the Fire Department for providing an organizational chart for the 4 departments. Trustee Alfano requested that the board members get one from each department for them to have for reference. Manager Rivas said they would get that for them.

Trustee Konstatos asked if the late payments for IRMA will be a factor in the budget. Dan McCann stated that those fees won't affect the new budget.

Trustee Konstatos asked if the grocery tax is included in the presentation and which fund does it go into. Director Mika explained that the grocery tax is part of the sales tax figure. Will email the Trustees the percentage when she looks it up.

Trustee Sabri expressed his gratitude for the cheat sheet that Director Mika provided. He stated it is very helpful. Trustee Sabri asked for Director Guerra to explain the Fund 32 and Fund 60 and also asked him to elaborate on funds for Fund 60 and for the sidewalk program. He also stated he would like the organizational charts. Director Guerra gave a brief overview of all the capital projects. He explained the funds, what is included and how we get the funds for these projects. He also passed out a list to the board members.

Trustee Konstatos asked about the possibility of hiring a grant writer for Villa Park. Manager Rivas explained that the Village has people in several of our departments that write grants.

Trustee Kumar asked about expense of software changes. Manager Rivas explained that the new software programs were one to one cancellations of all the existing software.

5. Ordinance for First Reading

- a. An ordinance of the Village of Villa Park, DuPage County, Illinois, amending Article III of Chapter 3 of the Villa Park Municipal Code to create Class III, LLLL, and ZZZZ Liquor Licenses and regulate Liquor License Operations.
 - o Motion to waive and approve first reading made by Trustee Kozar, seconded by Trustee Sabri.

Trustee Cordova – Last Monday's vote to waive first reading and approve was a disservice to the business owners and village as a whole. There was no outreach to the

public or people affected and not sure if since then, we have reached out to any of them. I am asking for a second reading.

President Patrick asked Michelle House when the liquor license renewal letters go out, since the new licenses are effective on January 1. Also, when do we accept payment and when are they due by for renewal. Michelle responded that the Village likes to give them 60-day notice but if we need to push it back, we would want to give them at least 45-day notice. We issue the license immediately upon payment if there are no changes to their license.

Trustee Alfano stated that she did not vote “yes” to waive the first reading, however it was stated that she did. This issue has been no surprise since this has been going on since February or March and was supposed to be done in July. There is a timing issue.

Trustee Kumar stated that she understands the 60 day notice but still does not like the idea of waiving the first reading. We need to give the public the time and the input to express their thoughts and ideas.

Attorney Morton explained that the code provides that all applications for renewal of any license shall be made on or before 30 days prior to expiration.

Trustee Konstatos commented that it was stated at the beginning of the meeting that the reason for waiving the first reading was due to the fact that the letters need to go out and give the business owners time to review and change their licenses if needed.

Trustee Kozar stated that Trustee Cordova and Trustee Kumar have questions about this ordinance and right now they have the opportunity to discuss it. Asked them to explain what their concerns were for adding additional licenses.

Trustee Cordova asked if the business owners have been contacted by the village as to how the new licenses impact their businesses.

Trustee Kozar explained that the Village is not issuing new individuals who have licenses. They are not adding more competition. They are just adding more options for the same licenses without gaming. This has been requested for the last three years and now we have a new administration that is listening.

Trustee Cordova reviewed what was approved at the last meeting. He asked Trustee Kozar to explain the licenses. He explained with examples. Discussion ensued between Trustee Cordova and Trustee Kozar (could not be heard on the video...microphone was not being used). Trustee Kozar explained that they are not forcing anyone to change what they have. President Patrick had to call the meeting to order.

Trustee Konstatos stated that we are not forcing people to choose what license best suits them. She explained about a situation where the business owners were not honest about what they wanted. Also, people with gaming have the extra income already and can afford the increased fee.

Trustee Alfano mentioned that in the memo in our packet, there is background information. Other things are presented also about the video gaming statutes, not just adding liquor licenses.

Attorney Morton stated that state statutes are also mentioned in the memo.

Trustee Kumar discussed again about waving the first reading. Every business has different requirements and expectations for their businesses.

President Patrick asked if a municipality ever asked the businesses if they want the license fee increased.

Manager Rivas stated that he is not aware of any. An example would be if the village would have to ask every resident about raising water fees. He also gave other examples. Growth Commission suggested a local business owner meeting to discuss things like this.

Trustee Konstatos explained that there are different types of businesses everywhere. It is the owner's job to know what it needs for the business that is required by the state and the Village. There should be personal accountability.

Trustee Kumar stated that the problem is we are changing things too quickly.

Trustee Sabri spoke about how many gaming establishments Villa Park has. The answer is 28. Businesses have a choice on what they can afford. We are just giving them a choice and streamlining this.

President Patrick explained that there have been a lot of changes. But there are new processes when it comes to liquor licensing in Villa Park. The previous Village President made promises that he could not legally do. The new commission is for transparency. If you have issues, contact me or come to the meetings. Please reach out.

Roll Call Vote:

Ayes: Trustees Alfano, Konstatos, Kozar, Sabri

Nays: Trustees Cordova, Kumar

Ordinance Passed

6. Resolutions

A resolution of the Village of Villa Park, DuPage County, Illinois, authorizing and approving a proposal from Baker Tilly to provide Forensic Accounting and Consulting Services.

- o Motion to approve resolution made by Trustee Sabri, seconded by Trustee Konstatos

Manager Rivas explained that all three proposals received were in agreement that a 5 year audit would be appropriate and a 10 year audit would create too many variables. A sidebar conversation with one of the firms stated that 5 years will give the Village what we are looking for. The cost would be double if we went for a 10 year.

Trustee Kumar asked Director Mika if she feels it is a worthy expense with our budget to do a forensic audit. Will this add value or just to make us look good. Director Mika stated that the board is looking for some answers that I am not experienced enough to answer nor do I or my staff have the time. Manager Rivas explained that it is 3 phase process.

Trustee Kumar stated that this is then no additional benefit for the Finance Director, just for clarification for the Board.

Manager Rivas explained that he hopes to get better direction and best practices for the Village from this audit.

President Patrick spoke about the IML having several classes on finances. Paying dead people on our books is a big red flag that something is wrong. Previous management failed us. The last couple of years, Trustees repeatedly asked for updated budgets and never received them, wrong budgets were submitted to the county, and outstanding debts for years are all red flags. Can we afford not to do this? I think it is a valid decision.

Trustee Konstatos stated that with the short span of time all these issues that Director Mika has found, I think the funds for trees and park benches we never got and fancy garbage cans should be forgotten about and proceed with the audit. People need to be held accountable.

Trustee Alfano stated that things didn't feel right and didn't look right. This is in the best interest of the Village.

Attorney Morton clarified the cost for this, if approved, is in the ballpark area of \$100,000 to \$125,000 on the high end.

Trustee Sabri agrees and seconds the request. He thinks 5 years should show us where we are at. The Village doesn't know where it stands with the 2025 budget. He recommends that if issues are found in the last 5 years, the audit should go back further.

Trustee Kumar said that her problem is the amount of money it is costing. There has to be a strict added value.

President Patrick stated that this is beyond Director Mika's wheelhouse.

Trustee Alfano asked Trustee Kumar what would make it worth the \$100K-\$125K?

Trustee Kumar responded that what, when and how it was spent and are we going to get it back. We have to start with a clean slate.

President Patrick explained that based on what has happened, this is essential. It is not just about recovering but gives us recommendations on what they have found.

Trustee Alfano stated that we have to know what happened and have to correct it. We need to have consistency....we need to have consistent rules, consistent ordinances, and consistent policies.

Trustee Konstatos stated we are getting a lot out of this audit. It may not be tangible, but we will get the information, accountability and send a message for our Village.

Trustee Kozar explained that we might be able to file an insurance claim depending on how the losses were incurred. Trustee Kumar wants new sources of revenue and then when we present it to her, she is against it. It takes money to run a Village. Ironically, the amount of money we acquire from the increased liquor/gaming licenses is close to what we need to do a financial audit to know where we are at.

Roll Call Vote:

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

Nays: Kumar

Resolution Passed

7. Executive Session

None

8. Adjournment

- o Motion to adjourn made by Trustee Cordova and seconded by Trustee Konstatos.

Voice Vote:

Ayes: All

Nays: None

Motion passed. Adjournment approved.

- Time of adjournment: 8:55 p.m.

Respectfully Submitted,

Rolf Laukant
Village Clerk



MEMORANDUM

TO: Village Board of Trustees
FROM: Ryan Morton, Village Attorney
DATE: October 27, 2025
SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois Designating Freedom of Information Act and Open Meetings Act Officers.

RECOMMENDED ACTION:

This Resolution would add new FOIA and OMA officers for the Village to comply with those statutes. The additions are due to recent staff changes. Staff recommends approval.

BACKGROUND:

The Freedom of Information Act (FOIA; 5 ILCS 140/3.5) requires that a municipality designate one or more individuals to act as FOIA officers charged with responding to FOIA requests. This resolution makes appointments for the Village in general, as well as four other departments. Some of these individuals are already FOIA officers. Having multiple FOIA officers helps with the Village's response to FOIA requests. On the other hand, only one officer is being designated under the Open Meetings Act (OMA; 5 ILCS 120/1.05), since there is less day-to-day work for this officer.

DISCUSSION:

These FOIA and OMA officers must complete annual FOIA and OMA training, respectively, starting within 30 days of appointment.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, DESIGNATING FREEDOM OF INFORMATION AND OPEN MEETINGS
ACT OFFICERS**

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 Illinois Open Meetings Act, 5 ILCS 120/1.05 (“*OMA*”) and the Illinois Freedom of Information Act, 5 ILCS 140/3.5 (“*FOIA*”) require local governmental entities to designate individuals within the government to serve as the government’s designated officers for purposes of each Act; and

WHEREAS, as a result in change in personnel, the Village has determined it is necessary to designate new individuals to serve as the Village’s officers for such purposes; and

WHEREAS, in discharge of their duties, the FOIA Officers and OMA Officer designated herein shall act in accordance with the responsibilities placed on them pursuant to FOIA and OMA, respectively, including taking all training to ensure compliance as required by law; 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 designate the FOIA Officers and OMA Officer as provided in this Resolution.

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: Effectively immediately, the Village hereby designates the following individuals as the Village’s FOIA Officers (“*FOIA Officers*”):

For the Village:

Dan McCann
Cheryl Wagner

For the Police Department:

Laura Narozny
Traci Wysoglad

[continued on next page]

Resolution No. _____

For the Fire Department:

Val Magnussen

For Public Works:

Viviana Munson

For Community Development:

Michelle House

Kristin Karl

Section 3: Effective immediately, the Village hereby designates Dan McCann to act as OMA Officer for the Village (“*OMA Officer*”).

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



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: October 27, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and Approving an Intergovernmental Agreement with Villa Park School District 45 Regarding Baseball Facilities

RECOMMENDED ACTION:

This Resolution would approve an intergovernmental agreement between the Village and Villa Park School District 45 to continue the Village's maintenance of baseball facilities owned by the school district. Staff recommends approval.

BACKGROUND:

After lengthy negotiations, the Village and Villa Park School District 45 entered into an intergovernmental agreement (IGA) in 2024 whereby the Village would provide certain maintenance for the school district's baseball facilities, and the school district would reduce fees for the Village to use their gymnasiums. The previous IGA expires October 31, 2025. The arrangement has been a positive one. The school district's board already approved and executed the renewal earlier this month.

DISCUSSION:

There are no substantive changes to the prior IGA, except extending this renewal term to the end of the calendar year instead of October 31. The School District's infields at Jackson Middle School and Jefferson Middle School will be maintained by the Village as specified in the IGA. The school district will maintain the grassy areas of the facilities. The facilities will be used by the Villa Park Youth Baseball Association, which is in need of space to practice and play. The school district will allow the Village to use its gymnasiums for Village programs, at agreed-upon times.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH VILLA PARK SCHOOL DISTRICT 45 REGARDING
BASEBALL FACILITIES**

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, Article VII, Section 10, of the Constitution of the State of Illinois of 1970, and the Intergovernmental Cooperation Act (5 ILCS 200/1, *et seq.*), gives the Village the authority to enter into agreements with other local governments; and

WHEREAS, Villa Park School District 45 (the “*District*”) and the Village desire to enter into an intergovernmental agreement whereby the Village would provide certain maintenance to baseball facilities owned by the District, and the District would reduce rental fees for the Village’s use of the District’s gymnasiums (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 with the District to promote athletics and recreation within the Village.

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 by and between Villa Park School District 45 and the Village of Villa Park, a copy of which Agreement 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

Resolution No. _____

authorized to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the Agreement.

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

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
VILLA PARK SCHOOL DISTRICT 45 AND THE VILLAGE OF VILLA PARK

This Agreement (the "Agreement") is made and entered into this ____th day of 2025, by and between Villa Park School District 45, DuPage County, Illinois (hereinafter the "School District"), and the Village of Villa Park, DuPage, Illinois (hereinafter the "Village") (collectively, the "Parties") to provide for the access and use of the School District's facilities to increase accessibility and encourage athletics and recreation for the Villa Park community.

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* ("the Act"); and

WHEREAS, the School District owns and maintains certain baseball facilities on land that it owns at Jackson Middle School, 301 W. Jackson Street, Villa Park, Illinois and Jefferson Middle School, 255 W. Vermont Street, Village Park, Illinois (hereinafter the "Baseball Facilities"); and

WHEREAS, the Villa Park Youth Baseball Association ("Association") is in need of additional space to hold practices and games for baseball and softball teams during the spring, summer and fall seasons; and

WHEREAS, the Village agrees to provide certain maintenance to the infield areas of the Baseball Facilities and other activities included to prepare the infields for games for the Association in return for a reduction of the rental fees charged by the School District for the Village's use of the School District's gymnasiums for other Village programs; and,

WHEREAS, School District and the Village desire to promote participation in sporting activities, including baseball and softball, and thereby desire to enter into this Agreement in order to increase accessibility and encourage athletics and recreation for the Villa Park community.

NOW THEREFORE, in exchange for good and valuable considerations, present and future, the sufficiency of which is acknowledged by the Parties, the School District and the Village agree as follows:

1. **Authority.** The parties have entered into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

2. **Term.** This Agreement shall be in full force and effect from the date the last of the Parties executed this Agreement and shall continue until December 31, 2026, unless terminated earlier for default pursuant to the terms of Paragraph 10.

3. **Village's Maintenance of the Baseball Facilities.** The Village shall be responsible for maintaining the infield areas of the Baseball Facilities to allow the Baseball Association to perform game day preparations for games during the time allowed for the Association's use of the Baseball Facilities as provided in Section 2, in a reasonable manner consistent with the School District's maintenance prior to

To Village:

Village of Villa Park
c/o Michael Rivas, Village Manager
20 S. Ardmore Avenue
Villa Park, IL 60181

7. **Indemnity.** To the fullest extent permitted by law, each Party agrees to mutually indemnify, defend, and hold harmless the other parties and their respective board members, officers, officials, employees, and agents from all claims, causes of action, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees), and losses (collectively "Loss") to the extent the Loss arises out of any breach of this Agreement or the negligent acts or omissions of the indemnifying Party, but shall not be required to indemnify or hold harmless the other Party for the alleged acts or omissions of the other Party. The Parties agree to preserve any immunities available to the School District or the Village under Illinois law and nothing in this Agreement shall be construed to waive or diminish the School District or the Village's protections under the Illinois Local Governmental and Local Governmental Employees Tort Immunity Act. This section will survive the termination or expiration of this Agreement.

8. **Insurance.** The Parties shall keep in force, to the satisfaction of the other Parties, at all times relevant hereto, general liability, and bodily injury insurance in the amount of \$2,000,000 for each person and each occurrence, and property damage insurance in amounts of \$1,000,000 for each occurrence and aggregate total. All Parties shall maintain workers' compensation as required by statute and employer's liability insurance. All Parties agree that before this Agreement becomes effective, they shall furnish a Certificate of Insurance for the insurance coverage required herein, naming the other Parties as an additional insured. All Parties shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto owned by the insured Party, including hired and non-owned autos.

9. **Warranty.** The School District and the Village hereby warrant that each is free to enter into this Agreement and to grant the rights herein granted and, as appropriate, to render the compensation and/or services herein described.

10. **Termination.**

a. If any Party at any time during the period of this Agreement shall fail to follow any material term herein specified, or fail to observe or perform any of the covenants, agreements or obligations hereunder, any of the non-defaulting Parties may terminate this Agreement if such default is not cured within thirty (30) days after the defaulting Party shall have received written notice specifying in reasonable detail the nature of such default; provided, however, that if such default cannot reasonably be cured within thirty (30) days, then the defaulting Party shall have so much time as is reasonably necessary to effect such remedy providing the defaulting Party proceeds in good faith and with diligence and continuity to remedy the default. This provision does not eliminate the Village's rights under Section 5(c) of this Agreement regarding the Village's immediate relief of its maintenance obligations for failure to receive payment or credit from the Association and/or the School District respectively.

b. Failure to terminate this Agreement pursuant to this section shall not affect or constitute a waiver of any remedies the non-defaulting Party would have been entitled to demand in the absence of this section, whether by way of damages, termination or otherwise.

version of this Agreement, if executed and delivered by each party, shall be binding upon the Parties.

20. No Third-Party Beneficiary. Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Village, the School District, or the Association.

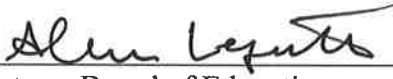
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

DUPAGE SCHOOL DISTRICT NO. 45



President, Board of Education

ATTEST:



Secretary, Board of Education

VILLAGE OF VILLA PARK

President, Village of Villa Park

ATTEST:

Village Clerk



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: October 27, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and Approving a Memorandum of Understanding with Northeast DuPage Family and Youth Services (NEDFYS) Regarding Mental Health and Social Services.

RECOMMENDED ACTION:

This Resolution would renew the Village's Memorandum of Understanding with Northeast DuPage Family and Youth Services (NEDFYS) to provide mental health and social services to the Village through the Villa Park Police Department. Staff recommends approval.

BACKGROUND:

The prior MOU with NEDFYS expired last month. Through the agreement, NEDFYS has provided Village residents with short-term counseling, case management, "walk in" services, domestic violence counseling, targeted home visits (with police officers) and other outreach and training. These services help promote the mental health and social service needs of Villa Park residents.

DISCUSSION:

This MOU varies slightly from the previous version in relation to funding. In the past, Tri-Town YMCA had received a collaborative grant that would cover half the cost of services from NEDFYS, with the Village covering the other half. This year, Tri-Town will pay a smaller portion (\$19,610) using the grant, with the Village covering the balance (\$71,620). Those numbers are based on a PSW for 40 hours/week.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AUTHORIZING AND APPROVING A MEMORANDUM OF
UNDERSTANDING WITH NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES
(NEDFYS) REGARDING MENTAL HEALTH AND SOCIAL SERVICES**

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, Northeast DuPage Family and Youth Services (“*NEDFYS*”) is a community-based not-for-profit organization that provides mental health and social services to underserved residents of DuPage County (the “*Services*”); and

WHEREAS, the Village previously entered into a memorandum of understanding (“*MOU*”) with NEDFYS to provide Services to the Village in coordination with the Villa Park Police Department, but that MOU recently expired; 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 renew its MOU with NEDFYS to promote mental health and social services needs of Village residents.

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 Memorandum of Understanding by and between Northeast DuPage Family and Youth Services (NEDFYS) and the Village of Villa Park, a copy of which MOU 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 No. _____

Resolution and the MOU.

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

Memorandum of Understanding



Memorandum of Understanding Between Northeast DuPage Family and Youth Services (NEDFYS) and Village of Villa Park/Villa Park Police Department (VPPD)

Overview

Northeast DuPage Family and Youth Services (NEDFYS) is a community-based organization that provides high quality, accessible mental health, and social services to underserved and diverse residents of DuPage County. NEDFYS works with children, adolescents, adults, and families from diverse backgrounds to promote physical and mental wellness, healthy relationships, and cognitive and social skill development.

The Villa Park Police Department's mission is to protect the rights of all persons within its jurisdiction to be free from criminal attack and to be secure in their possessions, and to live in peace.

Together, the Parties enter into this Memorandum of Understanding (MOU) to mutually promote the mental health and social services needs of Villa Park residents.

Term of MOU

The term of this MOU is September 16, 2025 - September 15, 2026.

Funding for Services

Village of Villa Park agrees to pay NEDFYS an amount not to exceed \$71,620.

NEDFYS Roles and Responsibilities:

Under this MOU, NEDFYS agrees to provide the following:

- Follow-up on police referrals for mental health emergencies and ongoing resident needs
- On-site response to mental health crisis situations once active scene is secured
- Case management and immediate linkage to community resources
- Short-term counseling sessions to achieve crisis stabilization
- Suicide and mental health assessments
- Assistance with DCFS calls
- Assistance with issues related to homelessness, food insecurity, and other basic needs
- 24/7 on-call coverage for social service emergencies; remote and in-person responses as needed*
- “Walk in” services for community residents during designated office hours
- Domestic violence counseling, safety planning and resource linkage
- Extended case management for residents with complex and ongoing needs
- Home visits for targeted residents (accompanied by police officers)
- Outreach and training for community residents, city officials, and police department staff
- Participation in roll calls and regular ride alongs with officers
- Open communication and collaboration with referring officers
- Participation in city, department, and community meetings and events to promote the police social work program
- Must successfully pass a comprehensive criminal background check, including a fingerprint inquiry
- Take CJIS yearly test to comply with CJIS
- Must adhere to all police department policies, including but not limited to: Workplace Violence Prevention, Workplace Harassment Prevention, and the Drug and Alcohol-Free Workplace Policy

NEDFYS will provide the police social worker with a laptop computer and basic office supplies.

Staffing

NEDFYS will provide the Villa Park Police Department with a social worker for 40 hours/week for the term of the contract.

Position requirements:

- Master’s degree and partial or full licensure (LPC, LSW, LCSW, LCPC, LMFT) maintained for the duration of employment;
- 3+ years of experience working with high-risk adolescents and families
- 3+ years of experience with mental health crisis intervention
- Experience with domestic violence victims/Certified Domestic Violence Professional (CDVP) 40-hour training a plus

- Ability to partner effectively and work cooperatively with law enforcement personnel in a police setting
- Excellent oral and written communication skills
- Flexible, organized, and resourceful
- Knowledge of trauma treatment modalities

NEDFYS will provide at least one master's level intern (up to 8 hours per week) to support the social worker, if needed. Interns are supervised by fully licensed clinicians and can provide services such as short-term counseling, crisis stabilization, case management, and safety planning.

***24/7 On-Call System**

The 24/7 on-call system can be used, subject to the availability of the social worker, for urgent mental health or other related community emergencies that fall outside of the normal working hours of the social worker. Normal working hours for the social worker are agreed upon by NEDFYS and the police department.

These services are available, subject to the social worker's availability, at the rate of \$50/hour and include direct services such as phone/remote consultations, on-scene response, and travel time to/from the scene. Indirect services in follow-up to a crisis response such as gathering collateral information, documentation time, and supervisor consultation are billed at the regular hourly rate for the police social worker.

PD Role and Responsibilities

Under this MOU, the Police Department agrees to provide the following:

- Office and meeting space in the police department to perform administrative and client service functions
- Police reports and other documentation needed to facilitate proper incident follow-up
- Assigned staff member to serve as the main point of contact for the social worker and serve as the liaison between the social worker, patrol, and administration
- Access to officers and staff and ensure officers are trained to work with the social worker and provide necessary support for joint interventions
- Regular and open communication for case follow-ups, community outreach, and to report on program effectiveness
- Intermittent use of office equipment as needed to perform duties (copy, scan, etc.)

Non-Solicitation of Employees

The Police Department agrees that, during the term of this Memorandum of Understanding, it shall not, directly or indirectly, solicit, recruit, hire, or otherwise induce any employee or intern of NEDFYS to terminate or alter their employment or internship with NEDFYS. This restriction does not apply to individuals who independently seek employment through general advertisements or publicly available job postings not specifically directed toward NEDFYS employees.

Liability Insurance

NEDFYS maintains insurance which covers its personnel and liability for providing identified services. NEDFYS will provide a certificate of insurance in a form acceptable to the Village.

Modification of Agreement

The terms of this agreement may be amended or modified in writing and signed by both parties.

Termination of Agreement

Either party may terminate this agreement providing 60 days' written notice to the other party.

Invoicing and Payment for Services

NEDFYS will provide the Village of Villa Park with an invoice for allowable costs under this contract on or before the 10th of each month.

Allowable costs under this agreement include:

- Salary for assigned social worker
- Fringe benefit allocation for assigned social worker
- Travel of social worker for client appointments and community meetings
- Office supplies
- Indirect costs billed at 10% of monthly expenses (payroll services, liability insurance, workmen's compensation, accounting services, electronic health record, fiscal/administrative costs).

Payment to NEDFYS shall be made pursuant to the Illinois Prompt Payment Act (50 ILCS 505) either via electronic funds transfer or by check. If by check, payment should be sent to the following address:

Northeast DuPage Family and Youth Services
777 Army Trail Blvd, Flr. 2
Addison, IL 60101
Attn: Shannon Hartnett

The signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.



Authorized Signature
Village of Villa Park

Shannon Hartnett
Executive Director
NEDFYS

Printed Name

9/15/2025

Date

Title

Date

Categories	Total	Employee	Position	Salary	% of Time	Duration	SALARY	FRINGE	Total Fringe %	FICA/SUI	WC	RB	Health	Hrs /Wk
Personnel	\$63,280.00	Ashley Patino	Police Social Worker	\$31.00	100.00%	1480	\$45,880.00	\$8,744.73	19.06%	8.50%	1.19%	3.00%	6.37%	28.46
Fringe	\$12,061.17	Ashley Patino	Police Social Worker	\$29.00	100%	600	\$17,400.00	\$3,316.44	19.06%	8.50%	1.19%	3.00%	6.37%	11.54
Travel	\$500.00	Yvette Aguilar	Supervisor	\$40.50	7.50%	2080	\$6,318.00	\$1,086.06	17.19%	8.50%	1.19%	3.00%	4.50%	3
Supplies	\$250.00													
Contractual														
Occupancy														
Telecom														
Training/Edu	\$200.00													
Direct Admin	\$7,404.06													
Indirect	\$7,534.12													
Total Cost	\$91,229.35													
Tri Town Grant	\$19,610.00													
Villa Park Cost	\$71,619.35													



MEMORANDUM

TO: Village Board of Trustees

FROM: Kevin Mantels, Assistant Village Engineer

DATE: October 27, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Competitive Bid Process and Approving an Agreement with Corrective Asphalt Materials, LLC, of South Roxana, Illinois, for the 2025 Pavement Rejuvenation Program in an Amount Not to Exceed \$36,680.00

RECOMMENDED ACTION:

The Village utilizes a pavement rejuvenating agent known as "Reclamite" as part of its preventative maintenance program to extend the life of asphalt roadways. Due to the limited number of applicators of this product, the Village has historically received one bid for this work. For this reason, staff recommends waiving the bidding requirements and awarding the contract to Corrective Asphalt Materials, LLC, of South Roxana, Illinois, in the amount of \$36,680.00.

BACKGROUND:

As part of the village's annual pavement maintenance program, Public Works staff has prepared a list of selected streets for proposed pavement rejuvenation efforts. The proposed rejuvenation work consists of applying a petroleum-based emulsion called "Reclamite" to improve the durability, flexibility, and viscosity of asphalt pavement, thus extending pavement life. Streets that have been selected are typically those that were initially paved within the past year, and those whose last round of rejuvenation treatment was performed five years ago. The rejuvenation treatment is expected to delay the need for other, more extensive pavement maintenance efforts, such as crack filling or pavement patching. The village has been utilizing this method of pavement preservation since the early 1990s.

DISCUSSION:

Due to the proprietary nature of Reclamite, there is only one contractor in the Chicago area that can complete the work, and for that reason, the village has historically received only one bid. The proposed unit price the Village received was a competitive bid priced received by the Village of Winnetka. However, Villa Park was not part of that bid, so staff is therefore requesting to waive the competitive bidding requirements. A list and map of streets proposed for the 2025 Pavement Rejuvenation Program are attached. The 2025 Pavement Rejuvenation Program is budgeted as part of the annual street maintenance program in account 60-202-529902 in the Street Improvement Fund.

RESOLUTION NO. _____

**RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND APPROVING
AN AGREEMENT WITH CORRECTIVE ASPHALT MATERIALS, LLC, OF SOUTH
ROXANA, ILLINOIS, FOR THE 2025 PAVEMENT REJUVENATION PROGRAM IN
AN AMOUNT NOT TO EXCEED \$36,680.00**

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

WHEREAS, it is the opinion of a majority of the corporate authorities of the Village, that it is advisable, necessary and in the public interest that the Village construct certain road preservation improvements known as the 2025 Pavement Rejuvenation Program; and

WHEREAS, the Village has received a proposal from Corrective Asphalt Materials, LLC (“CAM”), of South Roxana, Illinois, dated October 22nd, 2025, for the 2025 Pavement Rejuvenation Program in an amount not to exceed Thirty-Six Thousand Six Hundred Eighty and 00/100 Dollars (\$36,680.00); and

WHEREAS, the Village of Winnetka (“Winnetka”) issued a call for bids in 2024, Bid Number 024-006, for pavement rejuvenation and CAM was determined by Winnetka to be the lowest responsible bidder for such work; and

WHEREAS, the Village has worked with CAM on prior pavement rejuvenation projects and historically CAM has been the only company to respond to the Village’s requests for bid proposals for pavement rejuvenation projects in previous years and the Village staff recommends entering into an agreement with CAM for the Village’s 2025 Pavement Rejuvenation Program; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the Village to waive the bidding requirements pursuant to Section 2-220 of the Village of Villa Park Municipal Code and approve an agreement with CAM in an amount not to exceed \$36,680.00 for the furnishing and application of Reclamite pavement rejuvenator to selected roadways, and other related work, for the 2025 Pavement Rejuvenation 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 to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That the *Agreement between the Village of Villa Park, Illinois and Corrective Asphalt Materials, LLC, for the furnishing and application of Reclamite Maltene Based Rejuvenating Agent for the 2025 Pavement Rejuvenation Program* attached hereto as Exhibit “A”, be and the same is hereby approved in substantially the form as attached, and the Village President is hereby authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Resolution No.: _____

Section 3: That the competitive bidding requirements are waived in accordance with Section 2-220 of Division 2, of Article II, of Chapter 2 of the Villa Park Municipal Code.

Section 4: That this resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 27th day of October 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of October 2025.

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

ATTESTED and filed in my office,
this 27th day of October 2025.

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

Resolution No.: _____

EXHIBIT “A”

*Agreement between the Village of Villa Park, Illinois, and Corrective Asphalt Materials, LLC,
for the Furnishing and Application of Reclamite Maltene Based Rejuvenating Agent
for the 2025 Pavement Rejuvenation Program*



Mailing Address:
300 Daniel Boone Trail
South Roxana, IL 62087
Phone: 618-254-3855
Fax: 618-254-2200

Locations:
300 Daniel Boone Trail, South Roxana, IL 62087
43W630 Wheeler Road, Sugar Grove, IL 60554

October 22, 2025

Kevin Mantels
Village of Villa Park
Office: (630)-834-8505
Email: kmantels@invillapark.com

Hello Kevin,

Corrective Asphalt Materials, LLC, (CAM) thanks you for the opportunity to bid the Village of Villa Park pavement preservation program. CAM has elected to extend the MPI Joint Bid: Pavement Rejuvenation Contract 024-006 Year 2 to include The Village of Villa Park. Please accept the following as our formal proposal to apply Reclamite Maltene Based Rejuvenating Agent to selected asphalt pavement.

- **Apply Reclamite to approximately 28,000 SY of selected asphalt pavement**
- **CAM's responsibilities:**
 - **Furnish and apply Reclamite**
 - **Furnish and apply all lime screenings**
 - **All traffic control related to project**
 - **Resident Notification and No Parking signs as necessary**
 - **Post Street sweeping**
 - **Handle any complaints or issues that may arise from application**
- **Unit Price: \$1.31 / SY**

Total Price \$36,680.00

Mike Sumrall, Operations Manager will be contacting you to schedule the project.
Info: mike@cammidwest.com, Cell: 630-465-4142

Billing Information (please fill out upon acceptance)

Name: _____ Address: _____

Phone Number: _____

Again, thank you for the opportunity. We look forward to providing our professional services.

Sincerely,

Rachel Lang
Business Development
Corrective Asphalt Materials, LLC

Mike Sumrall
Operations Manager
Corrective Asphalt Materials, LLC

APPROVED BY:

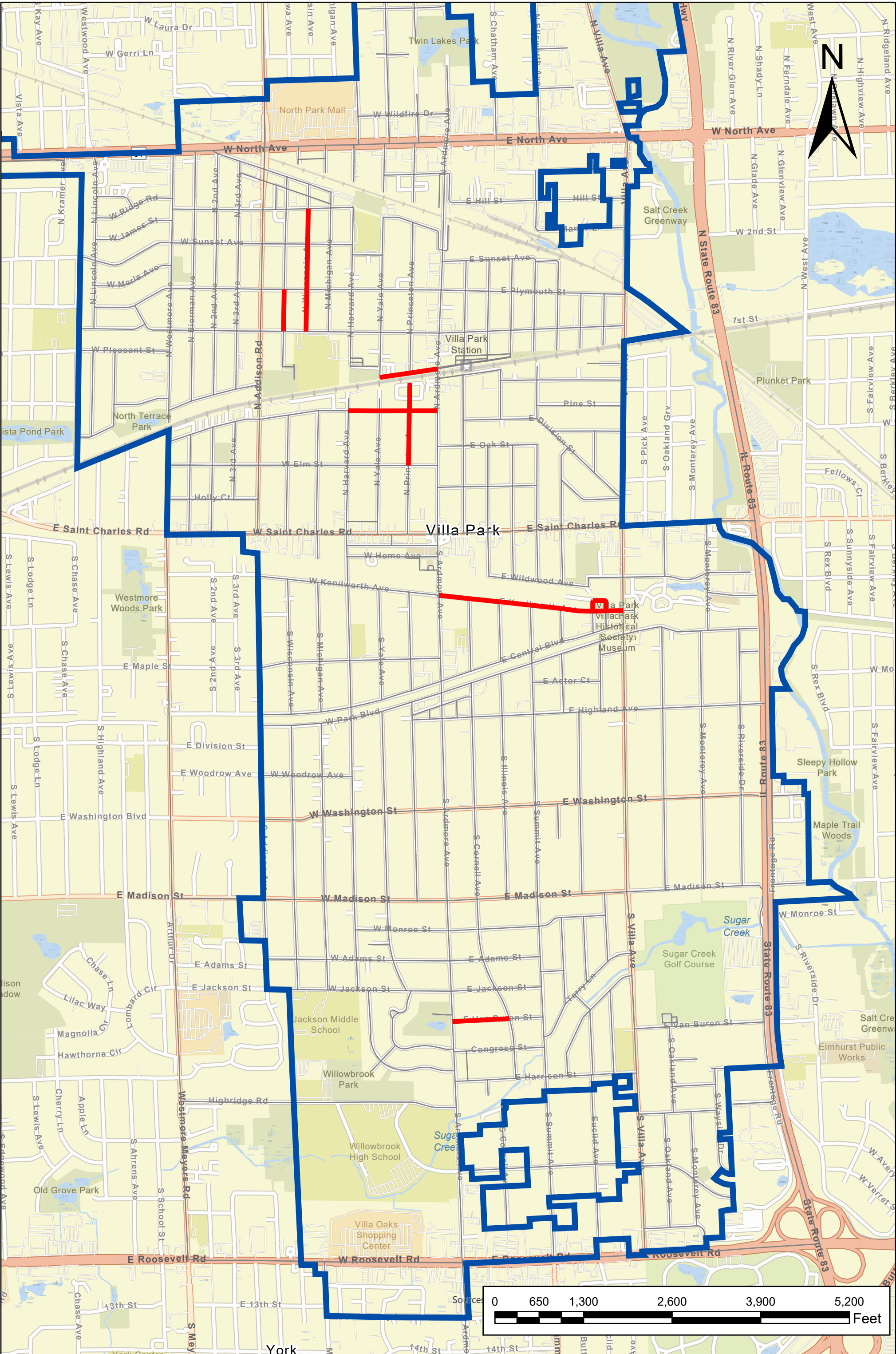
Sign

Date

2025 Pavement Rejuvenation Program

Street	From	To	Length	Width	Area (sq ft)	Area (sq yd)
CORTESI AVE	KENILWORTH AVE	MYRTLE AVE	347	24	8,336	927
DIVISION ST	HARVARD AVE	YALE AVE	483	22	10,628	1,181
DIVISION ST	PRINCETON AVE	ARDMORE AVE	436	22	9,596	1,067
DIVISION ST	YALE AVE	PRINCETON AVE	467	22	10,276	1,142
IOWA AVE	PLYMOUTH ST	VERMONT ST	651	24	15,618	1,736
KENILWORTH AVE	ARDMORE AVE	CORNELL AVE	471	24	11,307	1,257
KENILWORTH AVE	CORNELL AVE	ILLINOIS AVE	468	24	11,235	1,249
KENILWORTH AVE	CORTESI AVE	VILLA AVE	269	24	6,468	719
KENILWORTH AVE	EUCLID AVE	MYRTLE AVE	503	24	12,073	1,342
KENILWORTH AVE	ILLINOIS AVE	SUMMIT AVE	490	24	11,762	1,307
KENILWORTH AVE	MYRTLE AVE	CORTESI AVE	205	24	4,911	546
KENILWORTH AVE	SUMMIT AVE	EUCLID AVE	473	24	11,354	1,262
MYRTLE AVE	CORTESI AVE	KENILWORTH AVE	163	24	3,905	434
PRINCETON AVE	660 FT	ELM ST	150	22	3,294	366
PRINCETON AVE	DIVISION ST	660 FT	699	22	15,371	1,708
PRINCETON AVE	UNION PACIFIC RR TRACKS	DIVISION ST	434	22	9,552	1,062
TERRACE ST	ARDMORE AVE	PRINCETON AVE	437	32	13,989	1,555
TERRACE ST	PRINCETON AVE	YALE AVE	474	32	15,171	1,686
VAN BUREN ST	660 FT	CORNELL AVE	186	24	4,456	496
VAN BUREN ST	ARDMORE AVE	660 FT	699	24	16,768	1,864
WISCONSIN AVE	PLYMOUTH ST	VERMONT ST	652	24	15,642	1,739
WISCONSIN AVE	RIDGE RD	SUNSET DR	551	24	13,223	1,470
WISCONSIN AVE	SUNSET DR	PLYMOUTH ST	707	24	16,960	1,885
TOTALS			10,414		251,893	28,000

Village of Villa Park 2025 Rejuvenation Program





MEMORANDUM

TO: Village Board of Trustees

FROM: Kevin Mantels, Assistant Village Engineer
Mike Guerra, Assistant Village Manager

DATE: October 27, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Competitive Bid Process and Approving an Agreement with Rose Paving, LLC, of Villa Park, Illinois, for the 2025 Metra North Parking Lot Pavement Patch in an Amount Not to Exceed \$33,463.56

RECOMMENDED ACTION:

The Village installed a new water main through the North Metra Parking lot to connect water mains from Beverly, Chatham, and Douglas Ave. requiring a pavement patch. Due to the size of the patch and the timeframe of the year, the Village staff sought competitive pricing from three local asphalt companies in lieu of bidding. Rose Paving provided the lowest quote for the work. For this reason, staff recommends waiving the bidding requirements and awarding the contract to Rose Paving, LLC, of Villa Park, Illinois, in the amount of \$33,463.56.

BACKGROUND:

The Public Works Department has been utilizing Village staff to replace and connect dead-end water mains in the Village over the past three years to provide a more reliable and safe water system. This year, the village staff installed a new water main across the North Metra Parking lot to connect the water mains that end at Beverly Ave., Chatham Ave, and Douglas Ave. This work requires a pavement patch along the entire length of the Metra Lot which is larger than what is typically can be performed efficiently by village staff. Due to the limited scope of work and the timeframe of the year, staff sought pricing from three local asphalt firms instead of a public bid to allow for the work to still be completed this year. Staff sought pricing from Builders Paving, Schroder Asphalt Services and Rose Paving, LLC. The prices ranged from a low of \$33,463.56 to a high of \$55,300. Rose Paving, LLC was the lowest quote.

DISCUSSION:

Due to the limited scope of work and the timeframe of the year, staff is requesting to waive the competitive bidding requirements to avoid the time and cost of a bidding process that would delay the work until next year. Staff has requested competitive pricing through quotes for the same scope of work from three local companies, with Rose Paving being the lowest and located in Villa Park. Maps of the proposed 2025 North Metra Parking Lot Pavement Patch are attached. Funding from 60-202-

529902 "other contractual" in the Street Improvement Fund has \$75,000 budgeted for street patching that will be utilized for this project.

RESOLUTION NO. _____

**RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND APPROVING
AN AGREEMENT WITH CORRECTIVE ROSE PAVING, LLC, OF VILLA PARK,
ILLINOIS, FOR THE 2025 NORTH METRA PARKING LOT PAVEMENT
PATCHING IN AN AMOUNT NOT TO EXCEED \$33,436.56**

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

WHEREAS, it is the opinion of a majority of the corporate authorities of the Village, that it is advisable, necessary and in public interest that the Village construct certain road preservation improvements known as the 2025 Pavement Rejuvenation Program; and

WHEREAS, the Village has received a proposal from Rose Paving, LLC (“Rose”), of Villa Park, Illinois, dated October 7th, 2025, for the 2025 North Metra Parking Lot Pavement Patch in an amount not to exceed Thirty-Three Thousand Four Hundred Sixty-Three and 56/100 Dollars (\$33,463.56); and

WHEREAS, the Village has requests for proposals from three asphalt paving companies with Rose submitting the lowest quote and the Village staff recommends entering into an agreement with Rose for the Village’s 2025 North Metra Parking Lot Pavement Patch; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the Village to waive the bidding requirements pursuant to Section 2-220 of the Village of Villa Park Municipal Code and approve an agreement with Rose in an amount not to exceed \$33,463.56 for the furnishing and installing a pavement patch, and other related work, for the 2025 North Metra Pavement Patch.

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

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

Section 2: That the *Agreement between the Village of Villa Park, Illinois and Rose Paving, LLC, for the furnishing and installation of hot mix asphalt patch for the 2025 North Metra Parking Lot Pavement Patch* attached hereto as Exhibit “A”, be and the same is hereby approved in substantially the form as attached, and the Village President is hereby authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 3: That the competitive bidding requirements are waived in accordance with Section 2-220 of Division 2, of Article II, of Chapter 2 of the Villa Park Municipal Code.

Section 4: That this resolution shall be in full force and effect from and after its passage and approval according to law.

Resolution No.: _____

ADOPTED this 27th day of October 2025, pursuant to a roll call vote as follows:

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

APPROVED by me this 27th day of October 2025.

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

ATTESTED and filed in my office,
this 27th day of October 2025.

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

Resolution No.: _____

EXHIBIT “A”

*Agreement between the Village of Villa Park, Illinois, and Rose Paving, LLC,
for the 2025 North Metra Parking Lot Pavement Patch*

DEPARTMENTAL CORRESPONDENCE

TO: Michael Rivas, Village Manager

DATE: October 24, 2025

FROM: Michael Guerra, P.E., Assistant Village Manager

SUBJECT: North Metra Parking Lot Pavement Patching

The Village sought quotes for the North Metra Parking Lot Pavement Patch to repair the pavement that was removed to install a water main by Village staff. The village requested three (3) quotes from area paving companies and received three (3) quotes. A summary of the quotes is as follows:

COMPANY	LOCATION	BID AMOUNT
Rose Paving, LLC.	Villa Park, IL	\$33,463.56
Schroeder Asphalt Services, Inc.	Huntley, IL	\$42,265.00
Builders Paving, LLC.	Hillside, IL	\$55,300.00

AVERAGE BID

\$43,676.19

Rose Paving, LLC., of Villa Park, Illinois, has not completed work for the Village of Villa Park in recent years, but has performed similar programs in other Municipalities. Due to their proximity to the Village, staff feels it worthwhile to utilize them for a small project such as this as a pilot project. It is my recommendation that a contract be awarded to Rose Paving, LLC, of Villa Park Illinois, in the amount of **\$33,463.56** for Total **Work**.

OPP-25-041449

10 / 07 / 2025

Account Information	Contact Information	Rose Paving Information
Account Name: Village of Villa Park	Contact Name: Michael Guerra	Account Executive: Brad Benson
Street Address: 396 Chatham Ave	Contact Email: mguerra@invillapark.com	Email: bbenson@rosepaving.com
City State Zip: Villa Park IL 60181	Contact Phone: 630-834-8505	Cell: 708.638.1568

Notes/Exclusions

Includes Prevailing wage rates. All stone excavated from area will be dumped offsite and at the public works site. Any broken asphalt will be hauled off site.

PRICING TABLE

Service Line Name	QTY	U of M	Depth	Subtotal
Asphalt Replacement	7103	SF	4.00	\$33,463.56

Total **\$33,463.56**



Beyond Paving.
BEYOND EXPECTATIONS.™

PROPOSAL

CUSTOMER APPROVAL

Total Dollars Approved: **\$33,463.56**

Name:

Authorized Signature:

BILLING INSTRUCTIONS:

Scope Detail

Service Line Name	Service Description
Asphalt Replacement	Saw Cut edges of asphalt and remove. Dispose of asphalt at legal dumpsite. Excavated stone will be dumped at public works site. Inspect base, regrade and compact. Apply tack coat to all vertical walls. Install 2.5" of bituminous binder asphalt after compaction. Install 1.5" of bituminous surface course mix after compaction. Total asphalt depth will be 4" after compaction.

Rose Paving Terms & Conditions

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist only of these Terms & Conditions, the attached Proposal and terms contained therein, and specification sheets, drawings and other documentation attached to this Proposal, or otherwise made part of this agreement in writing. Such Contract Documents constitute the entire agreement between Rose Paving and Customer, and no other terms shall serve to alter the terms hereof without written agreement signed by both parties. Pricing in the Proposal is based on the specifications and terms set forth in the Proposal. If Customer requires different or additional terms, or compliance with any set of specifications, whether designed by an engineer or architect on Customer's behalf, or any governmental specification, other than those set forth in the Proposal, the Proposal price may need to be adjusted. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above the Proposal price.
- 2. TIME LIMITATION:** The Proposal price is valid for fifteen (15) calendar days after the date of issuance. After fifteen (15) calendar days from the date of issuance, please contact the identified Account Executive to confirm pricing.
- 3. ESCALATION:** This Proposal is based on material costs at current market rates. Due to the current volatile market conditions for liquid asphalt that are beyond Rose Paving's control and in the event of future material price increases Customer agrees to pay for the escalation of material costs without a change order. This paragraph applies only to materials.
- 4. DELAY:** Rose Paving shall not be responsible or in any way charged for unavoidable delays in work, including but not limited to delays caused by weather, government orders, Acts of God, labor strikes, pandemic, and other similar delays.
- 5. QUANTITIES LISTED:** Customer understands and agrees that all quantities are estimates; due to site conditions or other obstacles, the completed quantities may vary from those estimated, and any additional quantities needed will be paid to Rose Paving in full, without need for change order or other written authorization.
- 6. TAXES:** The price quoted in this Proposal is inclusive of any sales, use, or similar taxes imposed on the material or labor provided.
- 7. PAYMENT TERMS:** Net balance due within 30 days after completion of the work, or after issuance of the invoice, whichever is earlier. Progress payments, if any, are due within 30 days of the invoice date. Unpaid balances will accrue a late fee of 1% per month until paid in full. The Proposal and Invoice price reflect a 4% discount for payments by cash, check, or ACH.
- 8. DEPOSIT:** If the Proposal exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.
- 9. CANCELLATION OR DEFAULT:** If Customer cancels the work described herein for any reason, Customer agrees to pay Rose Paving for any sums incurred or expended through the date of cancellation in complying with this Proposal, and further agrees to pay Rose Paving the proportionate Proposal price for all work completed to that time. If Customer is in default under this Proposal, including but not limited to Customer's failure to pay any progress billings, Rose Paving shall have the right to stop work and cancel any remaining work.
- 10. PERMITS AND FEES:** Customer is responsible for obtaining and paying for any required permits, bonds, or licenses. Unless noted otherwise, the Proposal price excludes the cost of building permits and bonds required to perform the work required hereunder, and further excludes plans required to obtain such permits or bonds. However, for an additional charge of \$250.00, in addition to the cost of the permits, Rose Paving will apply for and obtain building permits, if requested, after receipt of a change order signed by both parties. Customer is responsible for engaging and paying an engineer or architect to prepare any engineering or architectural plans required to obtain building permits.

11. UNMARKED / UNDOCUMENTED UTILITIES: The Customer is responsible for ordering and scheduling any required private and/or public utility locates. Rose Paving shall not be responsible for any damage to private utility lines damaged during the course of work that were unmarked, undocumented, or non-conforming to prevailing codes. Rose Paving will be responsible for repairing utilities in situations where Rose Paving damaged marked, conforming utility lines. Rose Paving shall not be liable for additional damages or costs associated with utility interruption regardless of whether the damaged utility lines were marked, documented, or conforming to prevailing codes.

12. WORK ACCESSIBILITY: The Proposal price is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time and throughout the scheduled project time. Rose Paving reserves the right to adjust the agreed upon Proposal price to include all additional expenses incurred, including but not limited to additional labor and material charges, and trip charges.

13. SOIL CONDITIONS: The Proposal price is contingent on the existing subsoil or base being adequate to support the ordered work. Rose Paving shall not be held liable for failure due to poor subgrade, moisture or other unforeseen circumstances such as underground water springs, contaminated soil, or similar deficiencies. Unless stated within the Proposal, Rose Paving will not conduct core samples or engage the services of an engineer to determine the adequacy of the subsoil or base.

14. WATER DRAINAGE: On projects where the natural fall of the land is less than 2%, Rose Paving cannot guarantee that there will be total water drainage on pavements. Rose Paving shall not be held liable for ponding or retention in areas surrounding the work area. Customer acknowledges that on projects where the scope of work includes an asphalt overlay, the asphalt overlay will follow the contour of the existing base surface and Rose Paving does not guarantee or warranty and will not be liable for drainage issues in the work area or surrounding areas. Customer understands and agrees that grading issues fall outside the scope of Rose Paving's work hereunder.

15. CLEANING EXPENSES: Customer understands that the work called for in this agreement is a messy process. Rose Paving is not responsible for cleaning dust generated by the work blown outside of the work area. Rose Paving is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than Rose Paving employees or its subcontractors.

16. INSURANCE: Rose Paving will maintain insurance coverage including Comprehensive General Liability, Automobile, and Worker's Compensation as required by law. Customer agrees that it is responsible for any other coverage needed or desired relative to the location described above and work performed hereunder and is not relying on Rose Paving for any such coverage.

17. INDEMNITY: Rose Paving agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions while performing work. However, once installation is complete and Customer takes possession of the work area, Customer understands and agrees that Rose Paving cannot be responsible for materials or area maintenance and safety, and therefore Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Customer agrees to indemnify, defend and hold Rose Paving and its agents harmless from any and all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means or should be construed to mean that Rose Paving or others shall be indemnified for their own negligence.

18. CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such manner as to be effective and valid under the laws of the State of Project and corresponding Choice of Law indicated below without regard to that state's conflict of laws principles, and venue and jurisdiction for any dispute under this agreement shall rest in the Venue and Jurisdiction identified:

	State of Project	Choice of Law	Venue and Jurisdiction
A.	Arizona	Arizona	Superior Court of Maricopa County or the United States District Court District of Arizona-Phoenix
B.	California	California	Superior Court of California County of Los Angeles or the United States District Court Central District of California
C.	Connecticut	Connecticut	State of Connecticut Judicial Branch Hartford Judicial District or United States District Court District of Connecticut.
D.	Florida	Florida	Circuit Court of Hillsborough County Florida or the United States District Court Middle District of Florida
E.	Illinois	Illinois	Circuit Court of Cook County or Northern District of Illinois
F.	North Carolina	North Carolina	Mecklenburg Circuit Court or the U.S. District Court Western District of North Carolina
G.	Tennessee	Tennessee	Davidson County Circuit Court or the U.S. District Court Middle District of Tennessee Nashville Division
H.	Virginia	Virginia	Fairfax Circuit Court or the U.S. District Court Eastern District of Virginia
I.	All other states	Illinois	Circuit Court of Cook County or U.S. District Northern District of Illinois Eastern Division

19. ATTORNEY FEES & COSTS: In the event of litigation between the parties arising from this Proposal, Rose Paving shall be entitled to reasonable collection agency fees, attorneys fees and costs.

20. JURY WAIVER: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. WARRANTY: Rose Paving will complete its work in a workmanlike manner according to standard industry practices for similar projects in the area where the work was performed. Rose Paving warrants that all labor and materials furnished will be free from defects due to defective materials or workmanship for a period of one year from the date of completion. Notwithstanding the foregoing, temporary or semi-permanent repairs such as pothole filling, crackseal, and infrared are offered with no express or implied warranties. Asphalt overlays are not warranted against reflective cracking. This warranty does not include normal wear and tear, damage caused by oil or chemical spills, snowplows, excessive weight, tire tears, lack of parking lot maintenance, and/or product abuse. Under this warranty, Rose Paving will be provided with the opportunity to have one of its representatives assess any purported defect caused by Rose Paving employees and/or material installed by Rose Paving. If Rose Paving determines the claimed defect was the fault of Rose Paving's workmanship and/or materials, Rose Paving will, at no cost to Customer, repair or replace the affected work. Rose Paving will be under no obligation to perform punch-list work until 95% of the Proposal price, as adjusted by any change orders, has been paid. Rose Paving will be under no obligation to perform warranty work, and no warranty will be valid, until 100% of the Proposal price, as adjusted by any change orders, has been paid.

22. CONSENT TO USE OF PHOTOGRAPHS, IMAGES AND VIDEOS: Customer consents to Rose Paving using images and videos of jobsite as described in proposal or any work order, for use in Rose Paving promotional, marketing and training materials. Rose Paving shall have the right to use the name, logos, trademarks, trade names, service marks or other marks of Customer to the extent any of the foregoing appear in photographs, images and videos of the jobsite.

23. NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Rose Paving's Confidential Information. This Proposal shall not be shared, distributed, or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and Rose Paving shall be entitled to injunctive relief in addition to any other remedy available in law or equity.

24. ALTERATIONS TO THIS PROPOSAL: Pricing is contingent on Customer accepting the Proposal as submitted. Alterations or notations on or to this Proposal will not be valid unless accepted in writing by a General Manager or Vice-President of the Rose Paving division issuing this Proposal, or an officer of Rose Paving.

25. SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force .

26. AUTHORITY TO SIGN: The undersigned represents and warrants to Rose Paving that such individual is fully authorized to bind Customer, and has been expressly given, received, and accepted authority to enter into this binding agreement.

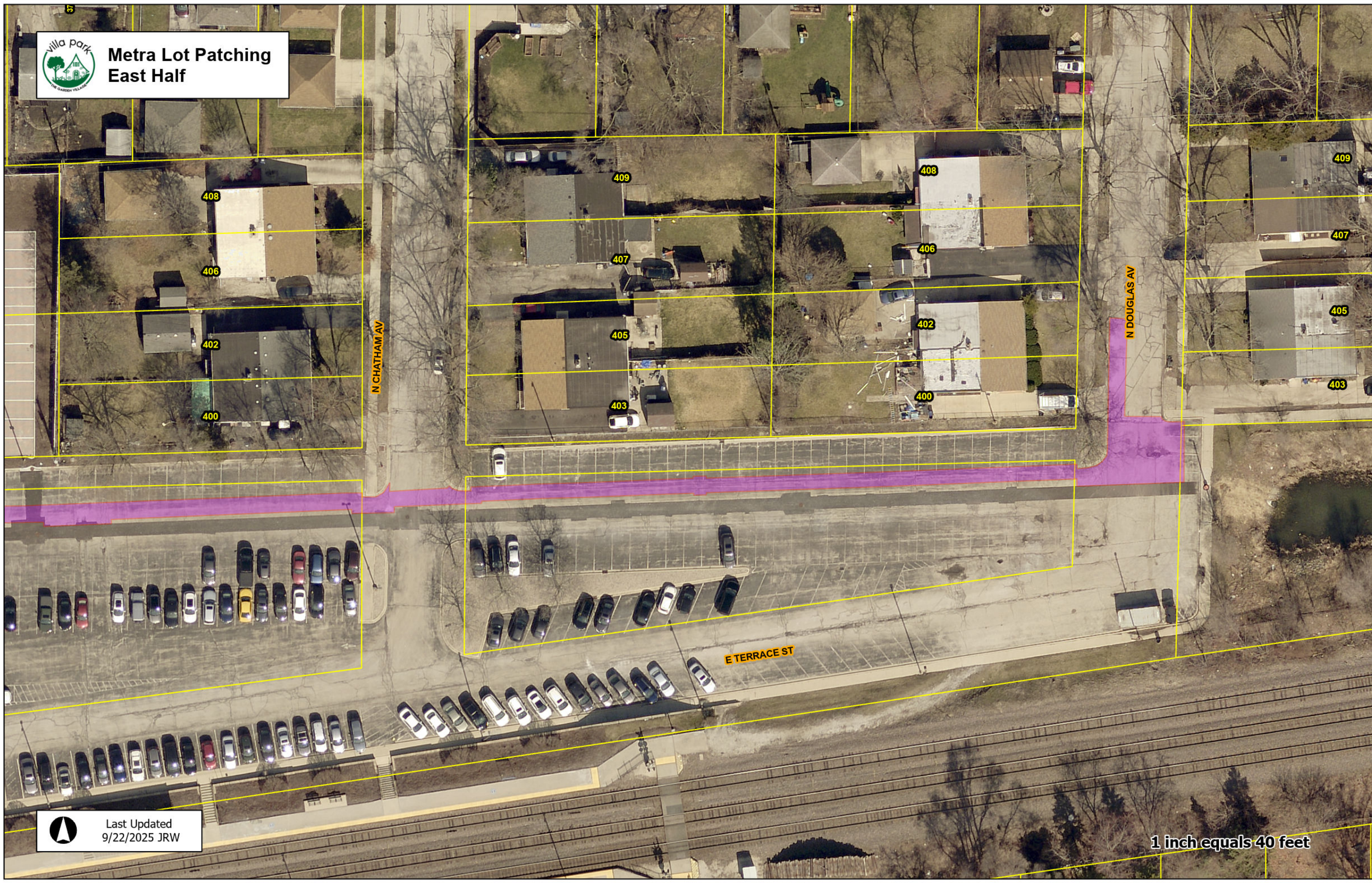
NOTICE TO CUSTOMERS FOR HOME IMPROVEMENTS CONTRACTS

"YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT."

**As a duly authorized representative of Village of Villa Park, I
agree to these Terms & Conditions**



**Metra Lot Patching
East Half**

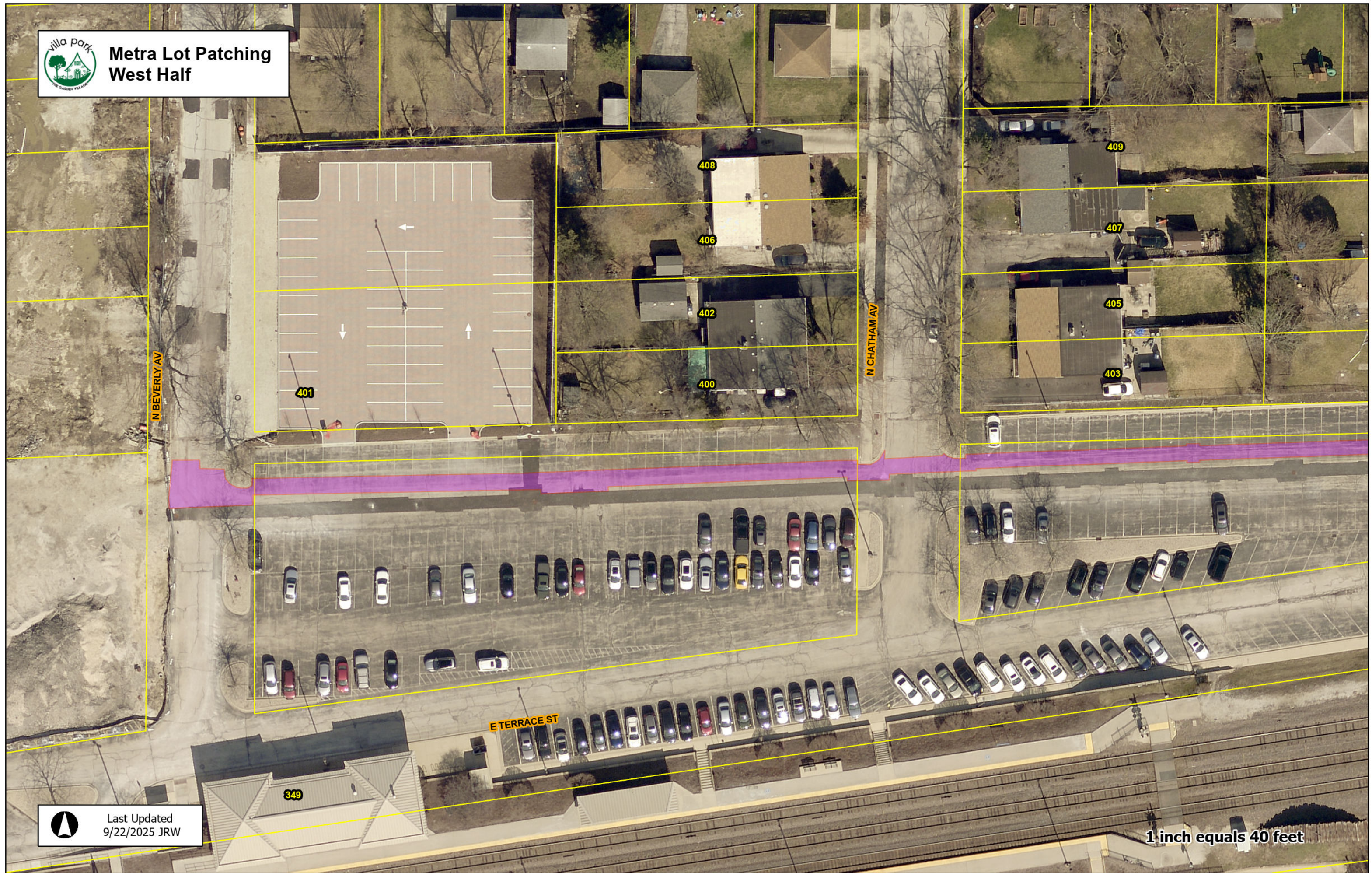


Last Updated
9/22/2025 JRW

1 inch equals 40 feet



Metra Lot Patching West Half



Last Updated
9/22/2025 JRW

1 inch equals 40 feet



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Assistant Village Manager

DATE: October 27, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with Schroeder Asphalt Services, Inc. of Huntley, Illinois, for Construction of the Harvard Avenue Improvements (Plymouth to Ridge) for a Net Deduction in the Amount of \$260,319.63.

RECOMMENDED ACTION:

This Resolution authorizes the Village Manager to execute the change order to the contract with Schroeder Asphalt Services, Inc., of Huntley, Illinois for the Harvard Avenue Improvements (Plymouth to Ridge). Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of the proposed final Change Order Number 1 is a deduction in the amount of \$260,319.63, for an adjusted contract amount of \$1,062,367.38. Staff recommends approval of this change order.

BACKGROUND:

The Harvard Avenue Improvements (Plymouth to Ridge) consists of roadway rehabilitation and water supply system improvements. The Village had previously approved a contract for this project with Schroeder Asphalt Services, Inc. of Huntley, Illinois, in the amount of \$1,322,687.01. The project is now near completion and final quantities have been measured and agreed upon, resulting in a net deduction to the contract of \$260,319.63. This will make the final contract value \$1,062,367.38.

DISCUSSION:

This project utilized the Water Fund 82 and the Street Improvement Fund 60 to construct the improvements. The project is now complete, and the final change order is needed to finalize the project. The savings from this project will reduce the overall expenses planned in this fiscal year for both of these funds, allow for additional funding for other future projects.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with Schroeder Asphalt Services, Inc., of Huntley, Illinois, for Construction of the Harvard Avenue Improvements (Plymouth to Ridge) for a Net Deduction in the Amount of \$260,319.63.

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

WHEREAS, the Village had approved a contract in the amount of \$1,322,687.01 with Schroeder Asphalt Services, Inc., of Huntley, Illinois, for a project commonly known as the Harvard Avenue Improvements (Plymouth to Ridge), which contract amount requires a decrease from the original contract amount due to differences from estimated quantities to field measurements of pay items to complete the project resulting in a change order for a deduction in an amount of Two Hundred Sixty Thousand Three Hundred Nineteen and 63/100 (\$260,319.63) dollars; and

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

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of the final balancing of contract quantities as measured in the field, as set forth in final Change Order Number 1 attached hereto and made a part hereof.

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

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

Resolution No. _____

Section 2: The Village hereby finds and declares that the final Change Order Number 1 to the Harvard Avenue Improvements (Plymouth to Ridge) contract with Schroeder Asphalt Services, Inc., with total additions of \$62,631.07 and total deductions of \$322,950.70 for a net deduction of \$260,319.63, attached hereto and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interest of the Village.

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

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

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the Harvard Avenue Improvements (Plymouth to Ridge) which shall be open to the public.

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

Resolution No. _____

PASSED this 27th day of October, 2025, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 27th day of October, 2025

Village President

Attest: _____
Village Clerk

Resolution No. _____

EXHIBIT "A"
Change Order 01 (Final)

Village of Villa Park						
Change Order Number				01 (Final)		
Project:		Harvard Avenue Improvements (Plymouth to Ridge)				
Contractor:		Schroeder Asphalt Services, Inc.				
Date of Contract Time Start:		05/28/2025				
Awarded Contract Amount:		\$1,322,687.01				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	30.00	13.90	\$35.00	\$ (563.50)
02	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	60.00	34.60	\$56.00	\$ (1,422.40)
03	TREE TRUNK PROTECTION	EACH	30.00	18.00	\$165.00	\$ (1,980.00)
04	TREE ROOT PRUNING	EACH	15.00	9.00	\$150.00	\$ (900.00)
05	EARTH EXCAVATION	CU YD	650.00	425.00	\$45.00	\$ (10,125.00)
06	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	176.00	6.30	\$50.00	\$ (8,485.00)
07	POROUS GRANULAR EMBANKMENT	CU YD	176.00	6.30	\$60.00	\$ (10,182.00)
08	TRENCH BACKFILL	CU YD	830.00	639.50	\$49.05	\$ (9,344.03)
09	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	3515.00	3873.00	\$1.95	\$ 698.10
10	SUPPLEMENTAL WATERING	UNIT	121.00	0.00	\$50.00	\$ (6,050.00)
11	INLET FILTERS	EACH	9.00	5.00	\$200.00	\$ (800.00)
12	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	3515.00	3484.30	\$9.65	\$ (296.25)
13	BITUMINOUS MATERIALS (TACK COAT)	POUND	831.00	831.00	\$0.01	\$ -
14	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	827.00	780.40	\$84.00	\$ (3,914.40)
15	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	414.00	390.20	\$86.00	\$ (2,046.80)
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	548.00	535.30	\$87.00	\$ (1,104.90)
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	86.00	84.50	\$108.00	\$ (162.00)
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3560.00	4990.50	\$8.60	\$ 12,302.30
19	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	230.00	218.30	\$12.00	\$ (140.40)
20	DETECTABLE WARNINGS	SQ FT	120.00	120.00	\$33.00	\$ -
21	PAVEMENT REMOVAL	SQ YD	3880.00	3872.90	\$12.00	\$ (85.20)
22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	623.00	588.90	\$16.00	\$ (545.60)
23	COMBINATION CURB AND GUTTER REMOVAL	FOOT	246.00	176.00	\$7.00	\$ (490.00)
24	SIDEWALK REMOVAL	SQ FT	2400.00	3617.00	\$2.10	\$ 2,555.70
25	DUCTILE IRON WATER MAIN 6"	FOOT	65.00	50.00	\$147.15	\$ (2,207.25)
26	DUCTILE IRON WATER MAIN 8"	FOOT	822.00	839.20	\$168.95	\$ 2,905.94
27	WATER VALVES 8"	EACH	7.00	6.00	\$2,997.50	\$ (2,997.50)
28	ADJUSTING SANITARY SEWERS, 8-INCH DIAMETER OR LESS	FOOT	100.00	0.00	\$136.25	\$ (13,625.00)
29	FIRE HYDRANTS TO BE REMOVED	EACH	1.00	1.00	\$545.00	\$ -
30	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	5.00	5.00	\$9,810.00	\$ -
31	FRAMES AND GRATES, TYPE 11	EACH	8.00	8.00	\$735.75	\$ -
32	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	8.00	8.00	\$545.00	\$ -
33	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	2490.00	2455.50	\$28.00	\$ (966.00)
34	NON-SPECIAL WASTE DISPOSAL	CU YD	25.00	0.00	\$105.00	\$ (2,625.00)
35	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	280.00	260.00	\$9.90	\$ (198.00)
36	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	366.00	258.00	\$20.00	\$ (2,160.00)
37	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	13.00	22.00	\$39.00	\$ 351.00
38	WATER MAIN REMOVAL, 4"	FOOT	10.00	0.00	\$54.50	\$ (545.00)
39	WATER MAIN REMOVAL, 8"	FOOT	125.00	125.00	\$54.50	\$ -
40	WATER MAIN LINE STOP 8"	EACH	4.00	0.00	\$9,265.00	\$ (37,060.00)
41	SANITARY MANHOLES TO BE ADJUSTED	EACH	4.00	4.00	\$1,090.00	\$ -
42	VALVE BOX	EACH	2.00	2.00	\$545.00	\$ -

Village of Villa Park

Change Order Number

01 (Final)

Project: Harvard Avenue Improvements (Plymouth to Ridge)
Contractor: Schroeder Asphalt Services, Inc.
Date of Contract Time Start: 05/28/2025
Awarded Contract Amount: \$1,322,687.01

Changes Ordered Herewith:

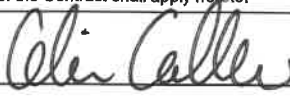
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
43	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	1.00	\$10,000.00	\$ -
44	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	3.00	3.00	\$599.50	\$ -
45	DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	4.00	0.00	\$2,997.50	\$ (11,990.00)
46	DRAINAGE STRUCTURE TO BE REMOVED	EACH	6.00	6.00	\$545.00	\$ -
47	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	2.00	2.00	\$4,905.00	\$ -
48	CATCH BASINS, TYPE C	EACH	1.00	1.00	\$3,215.50	\$ -
49	CONSTRUCTION LAYOUT	LSUM	1.00	1.00	\$8,000.00	\$ -
50	CONTINGENCY ALLOWANCE	DOLLAR	50000.00	0.00	\$1.00	\$ (50,000.00)
51	EXPLORATION TRENCH, SPECIAL	FOOT	50.00	0.00	\$11.00	\$ (550.00)
52	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	50.00	29.40	\$50.00	\$ (1,030.00)
53	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 6"	SQ YD	20.00	0.00	\$85.00	\$ (1,700.00)
54	INLETS, TYPE A	EACH	3.00	3.00	\$3,106.50	\$ -
55	MANHOLES, TYPE A, 4'-DIAMETER	EACH	2.00	2.00	\$4,905.00	\$ -
56	MANHOLES, TYPE A, 5'-DIAMETER	EACH	1.00	1.00	\$5,995.00	\$ -
57	PARKWAY RESTORATION - SODDING, SALT TOLERANT	SQ YD	2680.00	2376.20	\$17.00	\$ (5,164.60)
58	PARKWAY RESTORATION - TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2680.00	2631.40	\$5.40	\$ (262.44)
59	PARKWAY RESTORATION - TREE MULCH PLACEMENT	SQ YD	120.00	0.00	\$38.50	\$ (4,620.00)
60	PRE-CONSTRUCTION VIDEO RECORDING	LSUM	1.00	1.00	\$1,000.00	\$ -
61	SANITARY SERVICE CONNECTION	EACH	7.00	1.00	\$2,725.00	\$ (16,350.00)
62	SANITARY SERVICE FRAMES AND LIDS	EACH	7.00	0.00	\$599.50	\$ (4,196.50)
63	SANITARY SERVICE REPLACEMENT	FOOT	315.00	78.00	\$120.00	\$ (28,440.00)
64	SANITARY SEWER SERVICE CHECK VALVE	EACH	7.00	0.00	\$872.00	\$ (6,104.00)
65	SANITARY SEWER SERVICE CLEANOUT	EACH	7.00	1.00	\$817.50	\$ (4,905.00)
66	SANITARY SEWER, WATER MAIN QUALITY, 8"	FOOT	27.00	34.00	\$190.75	\$ 1,335.25
67	SHUTDOWN WATER MAIN CONNECTION	EACH	7.00	7.00	\$2,997.50	\$ -
68	STORM SEWERS, DUCTILE IRON, 12"	FOOT	18.00	16.30	\$408.75	\$ (694.88)
69	STORM SEWERS, PVC, 6"	FOOT	100.00	32.00	\$87.20	\$ (5,929.60)
70	STORM SEWERS, RUBBER GASKET, CLASS A (RCP), 12"	FOOT	60.00	46.50	\$98.00	\$ (1,323.00)
71	STORM SEWERS, RUBBER GASKET, CLASS A (RCP), 18"	FOOT	37.00	19.80	\$120.00	\$ (2,064.00)
72	STORM SEWERS, RUBBER GASKET, CLASS A (RCP), 24"	FOOT	22.00	0.00	\$201.65	\$ (4,436.30)
73	TEMPORARY STONE	LSUM	1.00	1.00	\$10,900.00	\$ -
74	TREE PRUNING	EACH	15.00	0.00	\$130.00	\$ (1,950.00)
75	VALVE BOXES TO BE ABANDONED	EACH	2.00	2.00	\$272.50	\$ -
76	VALVE VAULTS, TYPE A, 4'-DIAMETER	EACH	4.00	4.00	\$6,213.00	\$ -
77	WATER SERVICE (LEAD) - ASBESTOS ABATEMENT	EACH	1.00	0.00	\$1,635.00	\$ (1,635.00)
78	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	2.00	3.00	\$5,450.00	\$ 5,450.00
79	WATER SERVICE CURB BOX	EACH	26.00	16.00	\$599.50	\$ (5,995.00)
80	WATER SERVICE EXPLORATION TRENCH	EACH	9.00	26.00	\$272.50	\$ 4,632.50
81	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT	EACH	2.00	3.00	\$5,450.00	\$ 5,450.00
82	WATER SERVICE LINE, LONG SIDE, 1" (PUBLIC)	EACH	13.00	9.00	\$5,886.00	\$ (23,544.00)
83	WATER SERVICE LINE, LONG SIDE, 1-1/2" (PUBLIC)	EACH	2.00	1.00	\$6,267.50	\$ (6,267.50)
84	WATER SERVICE LINE, SHORT SIDE, 1" (PUBLIC)	EACH	9.00	8.00	\$3,815.00	\$ (3,815.00)

Village of Villa Park						
Change Order Number				01 (Final)		
Project:		Harvard Avenue Improvements (Plymouth to Ridge)				
Contractor:		Schroeder Asphalt Services, Inc.				
Date of Contract Time Start:		05/28/2025				
Awarded Contract Amount:		\$1,322,687.01				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
85	WATER SERVICE LINE, SHORT SIDE, 1-1/2" (PUBLIC)	EACH	2.00	0.00	\$4,087.50	\$ (8,175.00)
86	WATER USAGE CREDIT	TGAL	100.00	11.00	\$8.85	\$ (787.65)
87	WATER USAGE DEDUCTION	TGAL	100.00	11.00	-\$8.85	\$ 787.65
X88	AUP #1 - SEED AND BLANKET	SQ YD	-	255.11	\$13.50	\$ 3,443.99
X89	AUP #2 - HYDRANT EXTENSIONS	LSUM	-	1.00	\$7,645.34	\$ 7,645.34
X90	T&M #1 - WATERMAIN TAP AND CHLORINATION	LSUM	-	1.00	\$3,576.83	\$ 3,576.83
X91	T&M #2 - STORM MANHOLE ADJUSTMENT	LSUM	-	1.00	\$555.65	\$ 555.65
X92	T&M #3 - WATERMAIN EXPLORATION	LSUM	-	1.00	\$10,940.82	\$ 10,940.82
TOTAL ADDITIONS					\$	62,631.07
TOTAL DEDUCTIONS					\$	(322,950.70)
TOTAL CHANGE ORDER AMOUNT					\$	(260,319.63)
REASON FOR CHANGE ORDER:						
This final Change Order #1 consists of the balancing of contract quantities as measured in the field to date.						
CONTRACT AMOUNT			CONTRACT TIME (CALENDAR DAYS)			
			SUBSTANTIAL COMPLETION FINAL COMPLETION			
AWARDED CONTRACT AMOUNT			ORIGINAL		72 125	
PREVIOUS CHANGE ORDERS (+/-)			PREVIOUS C.O.'S (+/-)		0 0	
THIS CHANGE ORDER (+/-)			THIS C.O. (+/-)		0 0	
TOTAL CHANGE ORDERS (+/-)			REVISED		72 125	
ADJUSTED CONTRACT AMOUNT			ORIG. COMPLETION DATE		08/08/2025 09/30/2025	
			REV. COMPLETION DATE		08/08/2025 09/30/2025	
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.						

Schroeder Asphalt Services, Inc.
CONTRACTOR

V3 Companies, Ltd.
ENGINEER

Village of Villa Park
OWNER

BY:  10/21/25
DATE

BY:  10/21/25
DATE

BY: _____
DATE



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: October 27, 2025

SUBJECT: An Ordinance Granting a Special Use for a Fueling Station and a Variation from Section 7.2 of the Zoning Ordinance for the Property Located at 523 W. North Avenue.

RECOMMENDED ACTION:

This Ordinance approves Petition ZBA-25-05 for a Special Use to permit a fueling station in the C-3, Service Business District and a Variation from Section 7.2-Minimum Parking Ratios, to reduce the required parking from 23 to 5 parking stalls per Exhibits A and B. The Zoning Board of Appeals unanimously recommended approval by a vote of 7-0.

BACKGROUND:

The Petitioner, Nabeel Sayed, is requesting a Special Use to reopen an existing fueling station. The convenience store is permitted by right in the C-3 zoning district. The Petitioner is requesting a Variation from Section 7.2-Minimum Parking Ratios. The proposed fueling station use requires 16 parking stalls and the convenience store use requires 7 parking stalls for a total requirement of 23 required parking stalls. Staff recommends approval of the ordinance granting Petition ZBA-25-05 for a Special Use for a fueling station and a Variation to reduce the required parking from 23 to 5 parking stalls for the property located at 523 W. North Avenue.

DISCUSSION:

The property was previously used as a fueling station and convenience store but closed in approximately 2014. Staff did not find record of a Special Use Ordinance to permit the fueling station component of the use and the use has been vacant longer than the nonconforming section of the Zoning Code would permit for the use to be re-established. The site plan has not been altered since the fueling station and convenience store was closed which only featured five (5) parking stalls. No changes to the site plan are proposed leading to the variation request.

The Zoning Board of Appeals amended the motion to require landscaping that is substantially similar to the previously existing landscaping as of August 2023 per Google Streetview including ornamental trees and shrubs to be approved by staff.

The Zoning Board of Appeals held a public hearing on October 8, 2025 where they recommended approval of the request as amended by a unanimous vote of 7-0.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, TO GRANT A SPECIAL USE FOR A FUELING STATION AND A
VARIATION FROM SECTION 7.2 OF THE ZONING ORDINANCE FOR THE
PROPERTY LOCATED AT 523 W. NORTH AVENUE**

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 of Illinois; and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), the President and Board of Trustees of the Village (the "*Corporate Authorities*") may enact zoning regulations to regulate the development and use of real property within the corporate boundaries of the Village; and,

WHEREAS, the Village has heretofore adopted an ordinance entitled the "Zoning Ordinance of the Village of Villa Park, Illinois" (the "*Zoning Ordinance*"); and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5), the Corporate Authorities may determine and vary the regulations of its Zoning Ordinance; and,

WHEREAS, Section 11.4, entitled "Special Uses," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards by which special use permits under the Zoning Ordinance may be granted; and,

WHEREAS, Nabeel Sayed, on behalf of Werks Management Group (the "*Applicant*" and "*Owner*"), submitted a zoning application for a special use to operate a "fueling station" (the "Special Use") on the property located within the C-3 – Service Business District at 523 W. North Avenue, Villa Park, Illinois, as legally described and depicted on Exhibit A (the "*Property*"); and,

Ordinance No. _____

WHEREAS, the Applicant also submitted an application for a variation from Section 7.2 (“Minimum Parking Ratios”) of the Zoning Ordinance to allow a reduction in required parking stalls from 23 stalls to 5 stalls on the Property in connection to the Special Use (the “*Variation*”);

WHEREAS, the Zoning Board of Appeals (“ZBA”) held a public hearing on October 8, 2025 (the “*Public Hearing*”) to consider whether the Special Use and Variation should be approved, at which time all persons present were afforded an opportunity to be heard; and,

WHEREAS, a public notice in the form required by law was given of said Public Hearing date; and,

WHEREAS, after taking into consideration all evidence and testimony presented at the Public Hearing, the ZBA reviewed the standards set forth in Sections 11.4.8 and 11.5 of the Villa Park Zoning Ordinance and voted to recommend to the Corporate Authorities approval of the Special Use and the Variation; and,

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Special Use and Variation subject to the conditions identified herein.

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

Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Village President and Board of Trustees of the Village have duly considered the ZBA’s findings of fact and recommendation, and hereby adopt by reference the findings of fact of the ZBA as the findings of the Corporate Authorities of the Village as if fully

Ordinance No. _____

set forth herein. All documents and exhibits submitted at the Public Hearing are also incorporated by reference into this Ordinance.

Section 3. In addition to the findings set forth in Section 2 hereof, the Corporate Authorities further find in relation to the Special Use as follows:

1. That the Special Use is expressly authorized as a special use in this zoning district;
2. That the Special Use on the Property is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
3. That the Special Use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
4. That approval of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
5. That the Special Use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and
6. That the Special Use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.

Section 4. In addition to the findings set forth in Section 2 hereof, the Corporate Authorities further find in relation to the Variation as follows:

1. That the Variation will alleviate a practical difficulty or particular hardship in carrying out the strict letter of the regulations of the Zoning Ordinance;
2. That the plight of the Applicant is due to unique circumstances;
3. That the Property cannot yield a reasonable return if the Variation is not granted;
4. That the Variation will not alter the essential character of the locality; and
5. That the Variation is in harmony with the general purpose and intent of the Zoning Ordinance.

Ordinance No. _____

Section 5: The Special Use and Variation are hereby granted, subject to the following conditions:

1. That the Special Use shall be limited to the Applicant and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Zoning Ordinance;
2. That the Applicant shall develop and use the Property in accordance with the specifications included in its application and the project documents attached hereto as Exhibit B;
3. That this Special Use shall be limited to the Property, as represented in the application, and is not transferable to other properties;
4. That any modification or intensification of the Special Use that alters the essential character or operation of the use in a way not intended at the time the Special Use was granted, as evidenced by the record or text of the ordinance, shall require a new special use approval;
5. That the approval of the Special Use authorizes the Property to be used in the manner proposed, but does not alone authorize the establishment or extension of any use, nor development, construction, reconstruction, alteration, or moving of any building or structure, without first obtaining any other required permit, including a zoning certificate, building permit and certificate of occupancy;
6. That the Special Use complies with the Zoning Ordinance and all other codes and ordinances of the Village, the County of DuPage, the State of Illinois, and the federal government.
7. That the Applicant shall install and maintain landscaping that is substantially similar to the previously existing landscaping on the Property, as depicted in the August 2023 Google Street View images that were made part of the record at the Public Hearing. The Applicant shall obtain approval from Village staff prior to the installation of ornamental trees and shrubs needed to comply with this condition.
8. That the Owner shall pay or otherwise obtain releases for all recorded liens on the Property prior to operation of the Special Use.

Section 6: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Ordinance No. _____

Section 7: All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Continued on Next Page]

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

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

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

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

Ordinance No. _____

Exhibit A

Legal Description

THE WEST 15.00 FEET OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6, 7 AND 8 IN BLOCK 3 IN FIRST ADDITION TO NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1926 AS DOCUMENT 218109, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-04-112-001

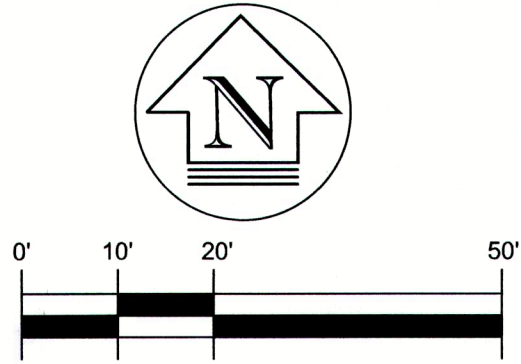
Common Address: 523 W. North Avenue, Villa Park, IL 60181

Ordinance No. _____

Exhibit B

Project Documents

(see attached)

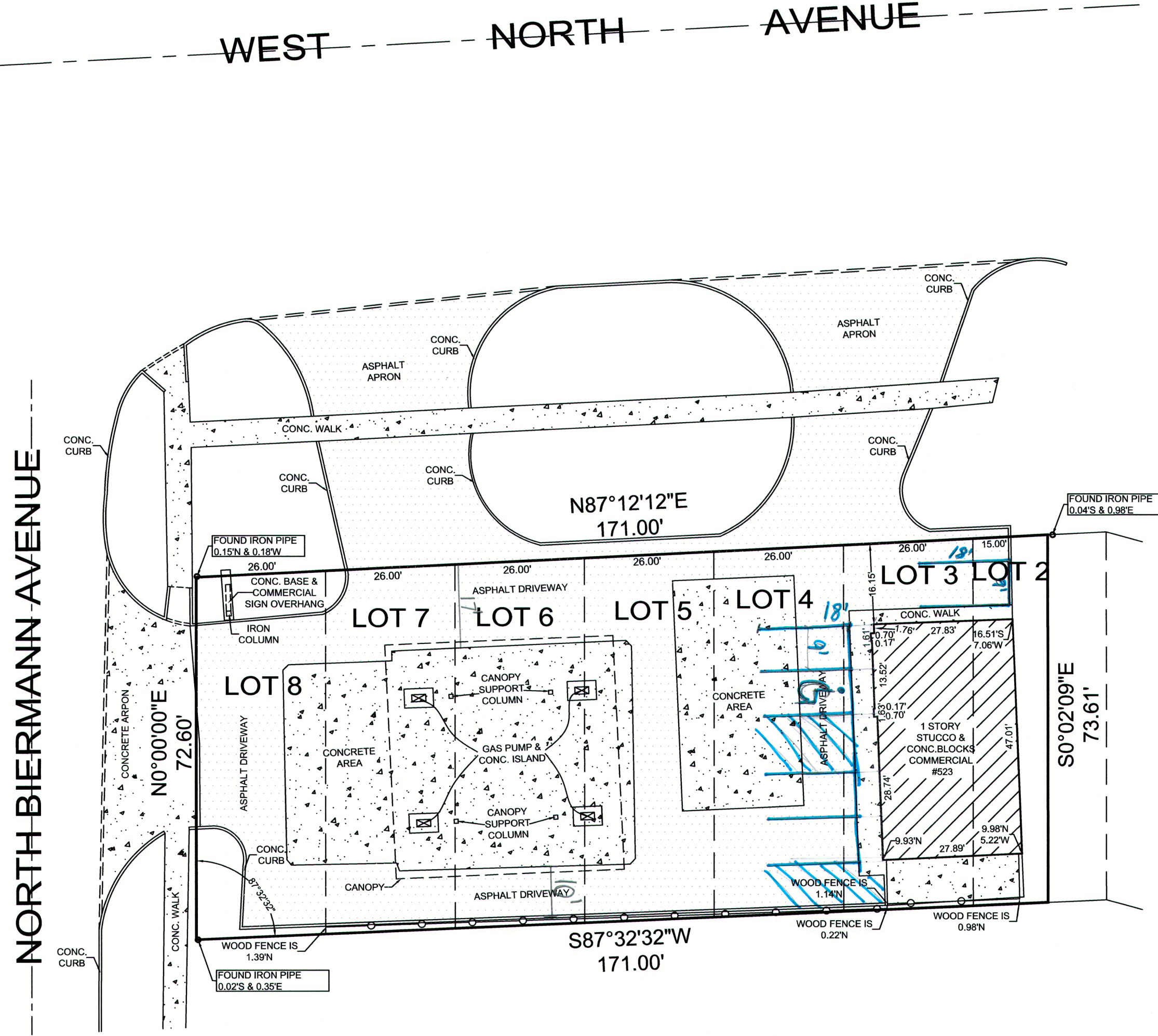


UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM
PLAT OF SURVEY
OF

THE WEST 15.00 FEET OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6, 7 AND 8 IN BLOCK 3 IN FIRST ADDITION TO NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1926 AS DOCUMENT 218109, IN DUPAGE COUNTY, ILLINOIS.

KNOWN AS: **523 WEST NORTH AVENUE, VILLA PARK, ILLINOIS 60181**

PERMANENT INDEX NUMBER:
06- 04 - 112 - 001 - 0000



STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

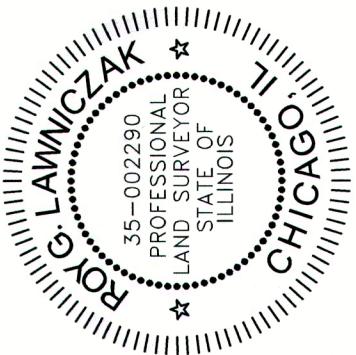
DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

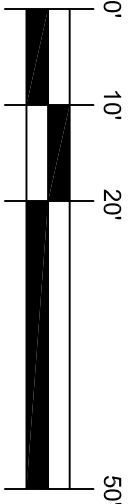
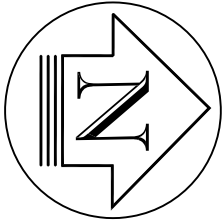
COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

RIVER FOREST, ILLINOIS, OCTOBER 6, A.D. 2025.

BY: *Roy G. Lawniczak*
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2027

ORDERED BY:		
NABEEL SAYED		
SCALE : 1" = 20'		
DATE : OCTOBER 3, 2025		
FILE No.:		
2025 - 32348	DATE	REVISION





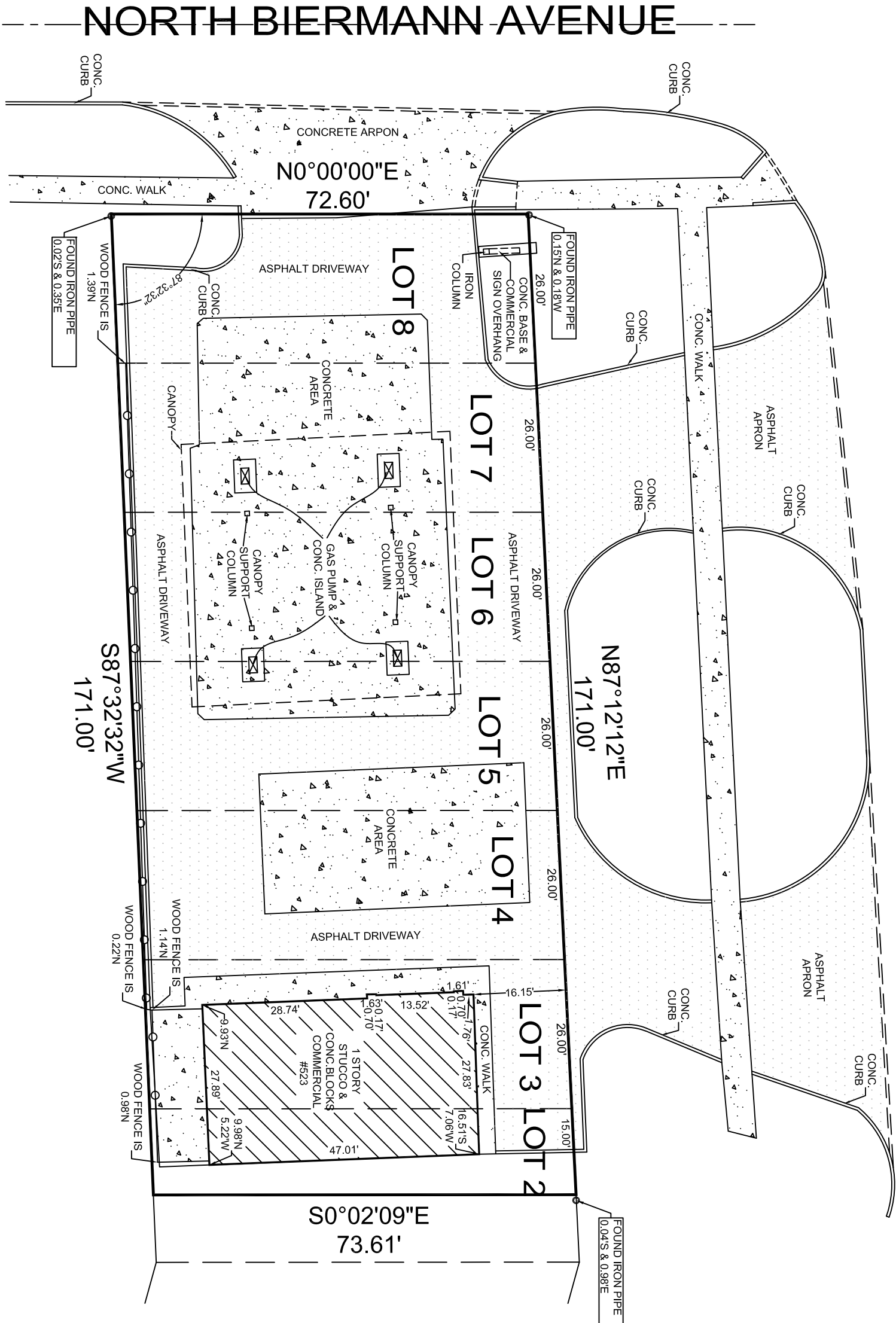
WEST NORTH AVENUE

UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887
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PLAT OF SURVEY
OF

THE WEST 15.00 FEET OF LOT 2 AND ALL OF LOTS 3, 4, 5, 6, 7 AND 8 IN BLOCK 3 IN FIRST ADDITION TO NORTH AVENUE TERRACE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1926 AS DOCUMENT 218109, IN DUPAGE COUNTY, ILLINOIS.

KNOWN AS: **523 WEST NORTH AVENUE, VILLA PARK, ILLINOIS 60181**

PERMANENT INDEX NUMBER:
06-04 - 112 - 001 - 0000



ORDERED BY:	
NABEEL SAYED	
SCALE : 1" = 20'	
DATE : OCTOBER 3, 2025	
FILE No.:	
2025 - 32348	DATE
	REVISION



STATE OF ILLINOIS)
COUNTY OF COOK) S.S.

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHIEIT.

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

RIVER FOREST, ILLINOIS, OCTOBER 6, A.D. 2025.

BY: *Roy G. Lawniczak*
ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2027



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Zoning Board of Appeals
FROM: Community & Economic Development Department
DATE: October 8, 2025
RE: **Petition ZBA-25-05 | 523 W. North Ave. | Special Use and Variation**

PETITIONER	OWNER
Nabeel Sayed 3459 Lake St. Evanston, IL, 60203	Werks Management Group 6 Dove Ct. South Barrington, IL, 60010

Request Summary

The Petitioner is seeking a Special Use to permit a fueling station in the C-3, Service Business District. As part of the request, the Petitioners are requesting a variation to reduce the required number of parking stalls from 23 stalls to 5 stalls.

Background

The Subject Property was previously used as a fueling station and convenience store but has been closed for multiple years. The Petitioner would like to reopen the fueling station and convenience store without any modifications to the existing site. A Special Use is required for fueling stations to evaluate the impact to the community. The property currently has 5 parking stalls in front of the convenience store.

Site Information

Present Zoning: C-3 – Service Business District
Present Land Use: Fueling Station - Vacant
Property Size: 17,000 sq. ft. / 0.39 acres
PINs: 06-04-112-001

Surrounding Zoning

North: Residential Single - Dwelling District – RS-10
West: Service Business District – C-3
East: Service Business District – C-3
South: Residential Single - Dwelling District – RS-7.5

Surrounding Land Use

Vacant
Commercial
Commercial
Residential

Comprehensive Plan Designation – Corridor Commercial

Corridor commercial areas refer to commercial developments located along highways and major roadways. These developments are intended to serve the local population and those moving throughout the Village. These areas typically include retail and services that support nearby residential areas and big-box retailers. The Village should look to concentrate this use along Roosevelt Road and North Avenue.

Zoning Request

The Petitioner is requesting a Special Use to reopen an existing fueling station. The convenience store is permitted by right in the C-3 zoning district. The Petitioner is requesting a Variation from Section 7.2- Minimum Parking Ratios. A fueling station requires 16 parking stalls and the convenience store requires 7 parking stalls for a total requirement of 23 required parking stalls.

Internal Staff Review

Special Use

The Zoning Ordinance specifically allows for the right to request a Special Use. The Commission should consider whether the proposed use is appropriate and whether any conditions of operation may be necessary to mitigate any otherwise potential negative impacts. Section 11.4.11. of the Zoning Ordinance requires that any expansion of uses or facilities that qualifies as a major amendment must be reviewed through the Special Use process.

This Special Use permit would allow the vacant fueling location to operate as a gas station. The property currently has 5 parking stalls on site. No changes to the property are proposed as part of this Special Use request. The convenience store use is permitted by right in the C-3 zoning district and does not require a special use. Section 7.2- Minimum Parking Ratios requires 2 parking stalls per pump for fueling stations. This fueling station has 8 pumps thus 16 parking stalls would be required. Convenience goods requires 4 stalls per 1,000 square feet. The convenience store has a total area of 1,650 feet, requiring 7 parking stalls. For both uses, the site would require 23 parking stalls. The property currently has 5 parking stalls

Site Plan Review

1. Building and Structure Location - The following comments relate to the issue of building and structure location in regard to the proposed development plans:
 - a. No changes are proposed to the building structure or location.
2. Building Scale - The following comments relate to the issue of building scale in regard to the proposed development plans:
 - a. No changes are proposed to the building scale.
3. Building Architecture - The following comments relate to the issue of architecture in regard to the proposed development plans:
 - a. No changes to the façade are proposed as part of the Special Use or Variance application.
4. Lot Coverage - The following comments relate to the issue of lot coverage in regard to the proposed development plans:
 - a. No changes are proposed to the lot coverage as part of this application.
5. Site Circulation - The following comments relate to the issue of site circulation in regard to the proposed development plans:
 - a. The site currently has 4 fueling islands, with a pump on either side, providing 8 gas pumps.
 - b. 5 parking stalls are currently provided on the west and north sides of the building.
 - c. The building trash is provided on the south side of the building and is blocked from view by a wooden privacy fence.
 - d. The area in front of the trash enclosure will be marked as a “No Parking” area.
6. Parking Lots - The following comments relate to the issue of parking lots in regard to the proposed development plans:
 - a. The site currently has 5 parking stalls. The petitioner is requesting a variation reducing the required number of parking from 23 stalls to 5 stalls.
7. Landscaping - The following comments relate to the issue of landscaping in regard to the proposed development plans:
 - a. No landscaping is proposed as part of the Special Use application.
8. Signage - The following comments relate to the issue of signage in regard to the proposed development plans:
 - a. No new signage is currently proposed.
 - b. The existing ground sign is currently empty, and new panels will be added inside.
 - c. If any larger signage were to be proposed, it would return to the ZBA for a variation request.

9. Site Illumination - The following comments relate to the issue of site illumination in regard to the proposed development plans:
 - a. No changes to the site lighting are proposed.
10. Completeness - If the Zoning Board of Appeals requires additional information to determine whether the applicant's development requests comply with the applicable standards of the Code, they may direct the applicant to furnish additional information and evidence that may provide clarity regarding their concerns.

Findings

Per Section 11.4.8. – Review and Approval Criteria: No Special Use may be recommended for approval or approved unless the respective review or decision-making body determines that the proposed Special Use is consistent with and in substantial compliance with all village board policies and plans and that the applicant has presented evidence to support each of the following conclusions for both Special Uses that they are requesting:

- A. That the proposed use or activity is expressly authorized as a Special Use;
Petitioner's Response: Yes
- B. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
Petitioner's Response: *Yes, provide gasoline and convenience store.*
- C. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity.
Petitioner's Response: *No, it will not be detrimental.*
- D. That approval of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
Petitioner's Response: *No it will not.*
- E. That the proposed Special Use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure, and community services; and
Petitioner's Response: Yes
- F. That the proposed Special Use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.
Petitioner's Response: Yes

Notification

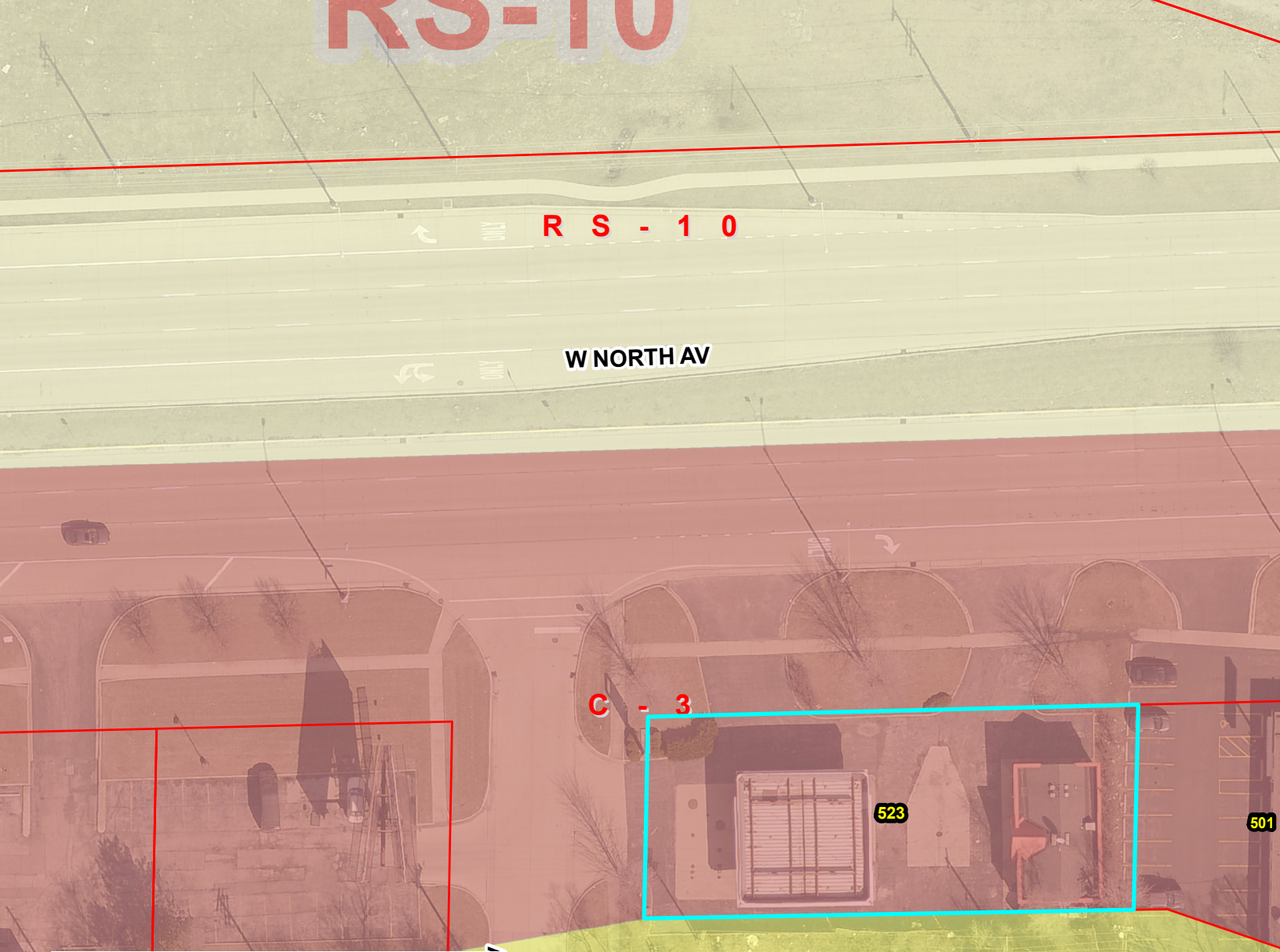
Legal Notice was published in the Daily Herald on September 22, 2025, a sign placed on the subject property, and notifications sent to property owners within a 250.0 foot radius of the subject property in advance of the Public Hearing.

Recommended Action

To recommend approval of ZBA-25-05 for a Special Use to permit a fueling station use on the existing property, with a Variation from section 7.2-Minimum Parking Ratios, to reduce the required parking from 23 stalls to 5 stalls.

Exhibit List

- A. Exhibit A - Site Plan
- B. Exhibit B- Plat of Survey



Legend

Zoning Districts

Zoning Districts

- RS-10 - Residential Single-Dwelling District - 10,000 Sq. Ft.
- RS-7.5 - Residential Single-Dwelling District - 7,500 Sq. Ft.
- RD-7.5 - Residential Duplex District - 7,500 Sq. Ft.
- RM-9 - Residential Multi-Unit District - 9,000 Sq. Ft.
- O-R - Office Research District
- C-1 - Convenience Business District
- C-2 - Neighborhood Business District
- C-3 - Service Business District
- MX-1 - Mixed-Use TOD District
- MX-2 - Mixed-Use Main Street District
- MX-3 - Mixed-Use Corridor District
- MX-T - Mixed Transitional (Office-Residential) District
- MX-R1 - Mixed Residential District 1
- MX-R2 - Mixed Residential District 2
- M-1 - Light Industrial District
- M-2 - General Industrial District
- PI-1 - Neighborhood-scale Institutional and Public District
- PI-2 - Campus-scale Institutional and Public District
- P.U.D.-R - Planned Unit Development Residential
- P.U.D.-C - Planned Unit Development Commercial
- P.U.D.-I - Planned Unit Development Industrial



50 25 0 50 Feet



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: October 27, 2025

SUBJECT: An Ordinance Granting a Variation from Section 14.1.9 of the Zoning Ordinance for the Property Located at 146 N. Myrtle Avenue.

RECOMMENDED ACTION:

This Ordinance approves Petition ZBA-25-07 for a Variation to allow a gazebo in the front yard located at 146 N. Myrtle Avenue per Exhibits A and B. The Zoning Board of Appeals recommended approval by a vote of 6-1.

BACKGROUND:

The Petitioner, Ramiro Montoya, are requesting approval of a Variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a gazebo in the front yard. The subject lot is laid out in a triangle shape, with two front yards, on W. Division St. and N. Myrtle Ave, and one side yard to the north. The gazebo is placed on top of a patio which was constructed some time between 1987 and 1998. This Variation is being applied for as a result of a "work without a permit" violation issued April 2025. Staff recommends approval of the ordinance granting Petition ZBA-25-07 for a Variation to permit a gazebo in the front yard.

DISCUSSION:

The existing home had a patio constructed some time between 1987 and 1998. The petitioner constructed a gazebo on top of the patio and received a violation notice in April 2025. The Petitioner's lot is unique with a triangle shape, with two front yards. The lot features a 9.7-foot wide side yard and no rear yard due to the layout of the lot. The setback from the side yard is 5.0 feet leaving little room for a gazebo on the lot outside of the zoning lot front yard. The installed gazebo meets the remaining bulk regulations for a gazebo.

The Zoning Board of Appeals held a public hearing on October 8, 2025 where they recommended approval by a vote of 6-1.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, GRANTING A VARIATION FROM SECTION 14.1.9 OF THE ZONING
ORDINANCE FOR THE PROPERTY LOCATED AT 146 N. MYRTLE AVENUE**

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 of Illinois; and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), the President and Board of Trustees of the Village (the "*Corporate Authorities*") may enact zoning regulations to regulate the development and use of real property within the corporate boundaries of the Village; and,

WHEREAS, the Village has heretofore adopted an ordinance entitled the "Zoning Ordinance of the Village of Villa Park, Illinois" (the "*Zoning Ordinance*"); and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5), the Corporate Authorities may determine and vary the regulations of its Zoning Ordinance; and,

WHEREAS, Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards by which variations to the Zoning Ordinance may be approved; and,

WHEREAS, an application seeking a variation from the permitted setback obstructions/encroachments of Section 14.1.9 of the Zoning Ordinance has been submitted to the Village by the petitioner, Ramiro Montoya (the "*Applicant*" and "*Owner*"), to permit a gazebo in the front yard (the "*Variation*") of the property located at 146 N. Myrtle Avenue, Villa Park, Illinois, and as legally described and depicted on Exhibit A (the "*Property*"); and,

Ordinance No. _____

WHEREAS, the Zoning Board of Appeals (“ZBA”) held a public hearing on October 8, 2025 (the “*Public Hearing*”) to consider whether the Variation should be approved, at which time all persons present were afforded an opportunity to be heard; and,

WHEREAS, a public notice in the form required by law was given of said Public Hearing date; and,

WHEREAS, after taking into consideration all evidence and testimony presented at the Public Hearing, the ZBA reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and voted to recommend approval of the Variation to the Corporate Authorities; and,

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Variation subject to the conditions identified herein.

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

Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Village President and Board of Trustees of the Village have duly considered the ZBA’s findings of fact and recommendation, and hereby adopt by reference the findings of fact of the ZBA as the findings of the Corporate Authorities of the Village as if fully set forth herein. All documents and exhibits submitted at the Public Hearing are also incorporated by reference into this Ordinance.

Section 3. In addition to the findings set forth in Section 2 hereof, the Corporate Authorities further find in relation to the Variation as follows:

1. That the Variation will alleviate a practical difficulty or particular hardship in carrying out the strict letter of the regulations of the Zoning Ordinance;

Ordinance No. _____

2. That the plight of the Applicant is due to unique circumstances;
3. That the Property cannot yield a reasonable return if the Variation is not granted;
4. That the Variation will not alter the essential character of the locality; and
5. That the Variation is in harmony with the general purpose and intent of the Zoning Ordinance.

Section 4: The Variation is hereby granted, subject to the following conditions:

1. The Variation shall comply with the modified Plat of Survey (Site Plan) attached hereto as Exhibit B.

Section 5: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6: All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Continued on Next Page]

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

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

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

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

Ordinance No. _____

Exhibit A

Legal Description

LOT 120 (EXCEPT THE NORTH 75.00 FEET THEREOF AS MEASURED ON THE EAST LINE THEREOF) IN ROBERTSON'S VILLA PARK, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1911 AS DOCUMENT NUMBER 105545, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-03-319-013

Common Address: 146 N. Myrtle Avenue, Villa Park, IL 60181

Ordinance No. _____

Exhibit B

Site Plan

(see attached)

PLAT OF SURVEY
MARCHESE SURVEYING, INC.

NO. 36-4218718

RESIDENTIAL - COMMERCIAL SURVEYS

1281-G Humbrecht Circle
Bartlett, Illinois 60103

Phone: (630) 830-1570
Fax: (630) 830-1844

PROPERTY DESCRIPTION

LOT 120 (EXCEPT THE NORTH 75.00 FEET THEREOF AS MEASURED ON THE EAST LINE THEREOF) IN ROBERTSON'S VILLA PARK, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1911 AS DOCUMENT NUMBER 105545, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS: 146 NORTH MYRTLE STREET IN VILLA PARK, ILLINOIS.

NORTH

MYRTLE

STREET

STREET

SCALE: ONE INCH = FIFTEEN FEET

ORDER NO: 05-10980

ORDERED BY: MR. CHRIS J. AIELLO
ATTORNEY AT LAW

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE.

STATE OF ILLINOIS
COUNTY OF DUPAGE S.S.

I, ROCCO J. MARCHESE, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
DATED AT BARTLETT, APRIL 20, 2005



Rocco J. Marchese
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3039
MY LICENSE EXPIRES ON NOVEMBER 30, 2006

ANY REPRODUCTION OF THIS PLAT IS STRICTLY PROHIBITED WITHOUT WRITTEN CONSENT FROM MARCHESE SURVEYING, INC.

NOT VALID UNLESS SEAL IS IN RED INK.

DRAWN BY: D.K.W.
CHECK BY: R.J.M.

PLAT OF SURVEY

MARCHESE SURVEYING, INC.

NO. 36-4218718

RESIDENTIAL - COMMERCIAL SURVEYS

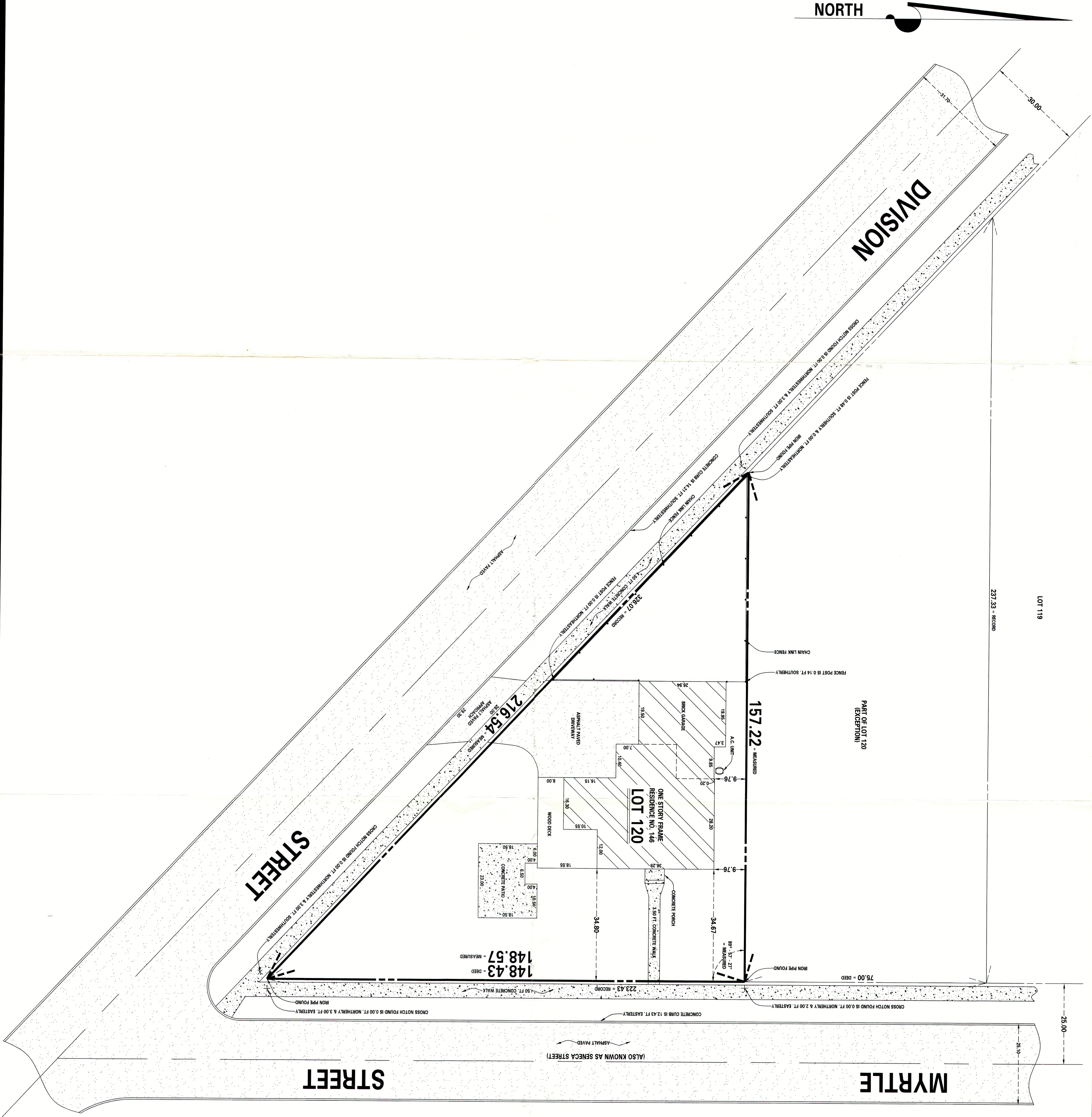
1281-G Humboldt Circle
Bartlett, Illinois 60103

Phone: (630) 830-1370
Fax: (630) 830-1844

PROPERTY DESCRIPTION

LOT 120 EXCEPT THE NORTH 75.00 FEET THEREOF AS MEASURED ON THE EAST LINE THEREOF IN ROBERTSON'S VILLA PARK, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1911 AS DOCUMENT NUMBER 105545, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN AS: 146 NORTH MYRTLE STREET IN VILLA PARK, ILLINOIS.



NOT VALID UNLESS SEAL IS IN RED INK.



I, **ROCCO J. MARCHESE**, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, DATED AT BARTLETT, APRIL 20, 2005.

STATE OF ILLINOIS
COUNTY OF DUPAGE
S.S.

COMPARE ALL POINTS BEFORE BUILDING BY SAME AND AT ONCE REPORT ANY DIFFERENCE. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR CONTRACT, DEED, TITLE INSURANCE POLICY AND ZONING ORDINANCE.

ORDERED BY: **MR. CHRIS J. AIELLO**
ATTORNEY AT LAW

SCALE: ONE INCH = FIFTEEN FEET

ORDER NO: 05-109980

ANY REPRODUCTION OF THIS PLAT IS STRICTLY PROHIBITED WITHOUT WRITTEN CONSENT FROM MARCHESE SURVEYING, INC.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3039
MY LICENSE EXPIRES ON NOVEMBER 30, 2006



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Zoning Board of Appeals
FROM: Community & Economic Development Department
DATE: October 8, 2025
RE: **Petition ZBA-25-07 | 146 N. Myrtle Ave. | Variation**

PETITIONER	OWNER
Ramiro Montoya 146 N. Myrtle Ave. Villa Park, IL, 60181	Ramiro Montoya 146 N. Myrtle Ave. Villa Park, IL, 60181

Request Summary

The Petitioner is seeking a Variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a gazebo in the front yard.

Background

The subject lot is laid out in a triangle shape, with two front yards, on W. Division St. and N. Myrtle Ave, and one side yard to the north. The gazebo is placed on top of a patio which was constructed some time between 1987 and 1998. This Variation is being applied for as a result of a “work without a permit” violation issued April 2025.

Site Information

Present Zoning: Residential Single-Dwelling District - RS-7.5
Present Land Use: Residential
Property Size: 11,679.1 sq. ft. / 0.27 acres
PIN: 06-03-319-013

Surrounding Zoning

North: Residential Single-Dwelling District- RS-7.5
West: Residential Single-Dwelling District- RS-7.5
East: Residential Single-Dwelling District- RS-7.5
South: Residential Single-Dwelling District- RS-7.5

Surrounding Land Use

Residential
Residential
Residential
Residential

Comprehensive Plan Designation- Residential

Single-dwelling residential areas are neighborhoods where each lot contains one dwelling unit, which can be a standalone house or attached units like townhomes and duplexes. These areas should encompass carefully planned subdivisions and older, established neighborhoods exhibiting classic neighborhood layouts. Single-dwelling homes are the most common form of residential property in the Village and most likely will remain so.

Zoning Request

The Petitioner is seeking a Variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a gazebo in the front yard.

Internal Staff Review

Variation

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Variations are intended to help alleviate a practical

difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements and are site specific.

The subject property is a double frontage lot, with front yards on both W. Division St. and N. Myrtle St. The north side of the property is the side yard. The gazebo is located on the south side of the property. A gazebo would be permitted in the rear yard or interior side yard. The side yard on this property is 9.7 feet wide, and with a setback requirement of 5 feet, it is not likely that a 4.0-foot-wide gazebo would be useful. No rear yard exists on this property. The gazebo is built on top of an existing patio that was constructed sometime between 1987 and 1998.

Site Plan Review

1. Building and Structure Location - The following comments relate to the issue of building and structure location in regard to the proposed development plans:
 - a. Due to the layout of the lot, most of the usable space on the lot is in front yard.
 - b. Per zoning, most of the lot is unusable for accessory structures.
2. Building scale - The following comments relate to the issue of building scale in regard to the proposed development plans:
 - a. If this were proposed in the rear yard, the size and height are consistent with code bulk regulations.
 - b. The gazebo has a total area of 120.0 square feet and a height of 9.6 feet.
3. Lot Coverage - The following comments relate to the issue of lot coverage in regard to the proposed development plans:
 - a. No new lot coverage would be added as a result of this project. The patio beneath the gazebo has existed for over 20 years.
4. Completeness - If the Zoning Board of Appeals requires additional information to determine whether the applicant's development requests comply with the applicable standards of the Code, they may direct the Petitioner to furnish additional information and evidence that may provide clarity regarding their concerns.

Findings

Per Sec. 11.5.6.8. The Zoning Board of Appeals' recommendation must be accompanied by specific findings of fact regarding whether practical difficulties or particular hardships would result if a Variation is not granted. *The Petitioner has submitted the following justification for a Variation from Article 2, Section 2.3, Table 2-3 of the Zoning Ordinance:*

- A. State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:**
I wanted to create a safe and secure space for my growing family. Prior to getting the gazebo and installing it, I saved a significant amount money over months knowing the cost of purchase and installation. Moving the gazebo or taking it down would add an additional cost to my monthly budget something that will cause a lot of hardship economically on our household.
- B. A reasonable return or use of your property is not possible under the existing regulations because:**
A reasonable use of my property is not possible under the existing regulation because the zoning code prohibits structures like a gazebo in the front yard, which limits my ability to create a usable outdoor living space. The front of my property is the only area that receives adequate sunlight and is large enough to accommodate a gazebo safely and attractively.
- C. Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:**

My situation is unique in the way my lot is configured. My property is a corner lot with the deck and the area of the gazebo is on the south east corner. This area is easily accessible thru the kitchen door which allows the flow on traffic to be optimized.

- D. The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:**

The gazebo is placed in an area that has an existing cement patio right off the deck of our house. It does not structurally block any other neighboring homes, increase congestion of traffic or cause any hazardous condition. The gazebo is placed within property lines in a large side yard. The structure will not decrease property value in fact it will increase property value due to adding to the curb appeal of the house and neighborhood.

Notification

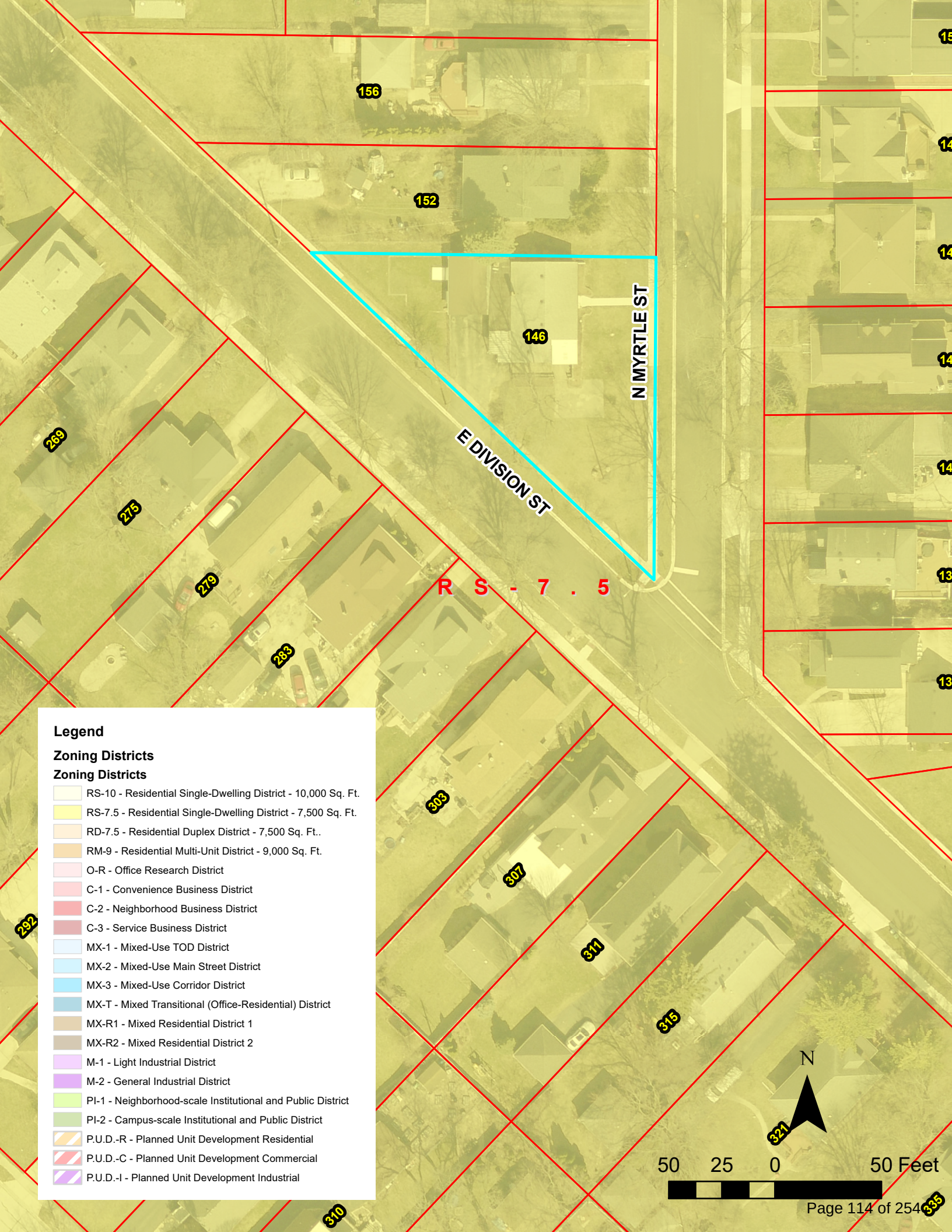
Legal Notice was published in the Daily Herald on September 22, 2025, a sign placed on the subject property, and notifications sent to property owners within a 250.0-foot radius of the subject property in advance of the Public Hearing.

Sample Motion

To recommend approval of ZBA-25-07 for a variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a gazebo in the front yard.

Exhibit List

- Exhibit A – Site Plan
- Exhibit B- Plat of Survey



Legend

Zoning Districts

Zoning Districts

- RS-10 - Residential Single-Dwelling District - 10,000 Sq. Ft.
- RS-7.5 - Residential Single-Dwelling District - 7,500 Sq. Ft.
- RD-7.5 - Residential Duplex District - 7,500 Sq. Ft..
- RM-9 - Residential Multi-Unit District - 9,000 Sq. Ft.
- O-R - Office Research District
- C-1 - Convenience Business District
- C-2 - Neighborhood Business District
- C-3 - Service Business District
- MX-1 - Mixed-Use TOD District
- MX-2 - Mixed-Use Main Street District
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- MX-R2 - Mixed Residential District 2
- M-1 - Light Industrial District
- M-2 - General Industrial District
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- PI-2 - Campus-scale Institutional and Public District
- P.U.D.-R - Planned Unit Development Residential
- P.U.D.-C - Planned Unit Development Commercial
- P.U.D.-I - Planned Unit Development Industrial

N MYRTLE ST

E DIVISION ST

R S - 7 . 5

N

50 25 0 50 Feet



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: October 27, 2025

SUBJECT: An Ordinance Granting a Variation from Section 14.1.9, a Variation from Section 6.10.2, and a Variation from Section 2.3 of the Zoning Ordinance for the Property Located at 300 S. Cornell Avenue.

RECOMMENDED ACTION:

This Ordinance approves Petition ZBA-25-08 for a Variation to allow a patio in the front yard setback, a walkway width of 8.0 feet, and lot coverage of 86% for the lot located at 300 S. Cornell Avenue per Exhibits A, B, and C. The Zoning Board of Appeals recommended approval by a vote of 6-0-1.

BACKGROUND:

The Petitioner, St. Alexander Catholic Church, is seeking a Variation from Section 14.1.9-Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments to permit a patio in the front yard, a Variation from Section 6.10.2, Table 6-2 Accessory Structure Regulations to permit a walkway width of 8.0 feet instead of the maximum width of 5.0 feet, and a Variation from Section 2.3- Lot and Building Regulations to permit a Lot Coverage of 86% instead of the maximum of 60%. Staff recommends approval of the ordinance granting Petition ZBA-25-08 for a Variation for a patio in the front yard setback, a walkway width of 8.0 feet, and lot coverage of 86%.

DISCUSSION:

The petitioner would like to add a patio area to the property with benches, a statue, and memorial bricks for quiet contemplation and prayer for St. Alexander Catholic Church. In a residential zoning district, a patio is not permitted in the front yard. The Petitioners would like the patio to be placed along Central Boulevard for increased visibility and accessibility for the public. The accompanying walkway would be 4.0 feet wide, with 2.0 feet of memorial bricks on either side, giving a total width of 8.0 feet. The maximum width for a residential walkway is 5.0 feet. The current lot coverage for the property is 84.95%. With the new patio and walkway added, lot coverage would increase to 85.21%. This property is unique because although this is a residential zoning district, the property is a religious assembly use, not residential housing.

The Zoning Board of Appeals held a public hearing on October 8, 2025 where they recommended approval by a vote of 6-0-1.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, GRANTING VARIATIONS FROM SECTIONS 14.1.9, 6.10.2, AND 2.3 OF THE ZONING ORDINANCE FOR THE PROPERTY LOCATED AT 300 S. CORNELL AVENUE

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 of Illinois; and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), the President and Board of Trustees of the Village (the "*Corporate Authorities*") may enact zoning regulations to regulate the development and use of real property within the corporate boundaries of the Village; and,

WHEREAS, the Village has heretofore adopted an ordinance entitled the "Zoning Ordinance of the Village of Villa Park, Illinois" (the "*Zoning Ordinance*"); and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5), the Corporate Authorities may determine and vary the regulations of its Zoning Ordinance; and,

WHEREAS, Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards by which variations to the Zoning Ordinance may be approved; and,

WHEREAS, an application seeking multiple variations of the Zoning Ordinance (the "*Variations*") has been submitted to the Village by the petitioner, St. Alexander Catholic Church (the "*Applicant*" and "*Owner*") for the property located at 300 S. Cornell Avenue, Villa Park, Illinois, and as legally described and depicted on Exhibit A (the "*Property*"); and,

WHEREAS, the Variations relate to Section 14.1.9 (Permitted Setback Obstructions/Encroachments) of the Zoning Ordinance to permit a patio in the front yard; Section

Ordinance No. _____

6.10.2, Table 6-2 (Accessory Structure Regulations) of the Zoning Ordinance to permit a walkway width of 8.0 feet (exceeding the maximum width of 5.0 feet); and Section 2.3 (Lot and Building Regulations) of the Zoning Ordinance to permit a Lot Coverage of 86% (exceeding the maximum of 60%).

WHEREAS, the Zoning Board of Appeals (“ZBA”) held a public hearing on October 8, 2025 (the “*Public Hearing*”) to consider whether the Variations should be approved, at which time all persons present were afforded an opportunity to be heard; and,

WHEREAS, a public notice in the form required by law was given of said Public Hearing date; and,

WHEREAS, after taking into consideration all evidence and testimony presented at the Public Hearing, the ZBA reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and voted to recommend approval of the Variations to the Corporate Authorities; and,

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Variations subject to the conditions identified herein.

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

Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Village President and Board of Trustees of the Village have duly considered the ZBA’s findings of fact and recommendation, and hereby adopt by reference the findings of fact of the ZBA as the findings of the Corporate Authorities of the Village as if fully

Ordinance No. _____

set forth herein. All documents and exhibits submitted at the Public Hearing are also incorporated by reference into this Ordinance.

Section 3. In addition to the findings set forth in Section 2 hereof, the Corporate Authorities further find in relation to the Variations as follows:

1. That the Variations will alleviate a practical difficulty or particular hardship in carrying out the strict letter of the regulations of the Zoning Ordinance;
2. That the plight of the Applicant is due to unique circumstances;
3. That the Property cannot yield a reasonable return if the Variations are not granted;
4. That the Variations will not alter the essential character of the locality; and
5. That the Variations are in harmony with the general purpose and intent of the Zoning Ordinance.

Section 4: The Variations are hereby granted, subject to the following conditions:

1. The Variations shall comply with the Plan Set attached hereto as Exhibit B.

Section 5: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6: All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Continued on Next Page]

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

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

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

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

Ordinance No. _____

Exhibit A

Legal Description

Common Address: 300 S. Cornell Avenue, Villa Park, IL 60181

PARCEL ONE:

LOTS ONE (1) TO SEVEN (7) INCLUSIVE TOGETHER WITH ALL OF THE VACATED ALLEYS LYING NORTH OF SAID LOTS IN WILLIAM M. JOHNSON'S RESUBDIVISION OF LOT FIFTY-FOUR (54) IN ARDMORE, SECTIONS NINE (9) AND TEN (10), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN (11), IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-10-110-030

PARCEL TWO:

LOTS 8 AND 9, IN WILLIAM M. JOHNSON'S RESUBDIVISION OF LOT 54, IN ARDMORE, SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-10-110-028, 06-10-110-029

PARCEL 3

LOTS 55 AND 56 IN ARDMORE, BEING A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1910 AS DOCUMENT NUMBER 100832, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-10-110-027

PARCEL 4

THE SOUTH 100.00 FEET OF LOT 57 IN ARDMORE, BEING A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1910 AS DOCUMENT NUMBER 100832, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-10-110-025, 06-10-110-026

Ordinance No. _____

PARCEL 5

THE SOUTH 50.00 FEET OF THE NORTH 150.0 FEET OF LOT 63 IN ARDMORE, BEING A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1910 AS DOCUMENT NUMBER 100832, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH

LOT 6 IN BLOCK 12 IN ARDVILLA HIGHLANDS RESUBDIVISION OF PART OF ARDMORE, A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 1922 AS DOCUMENT NUMBER 159689, IN DUPAGE COUNTY, ILLINOIS.

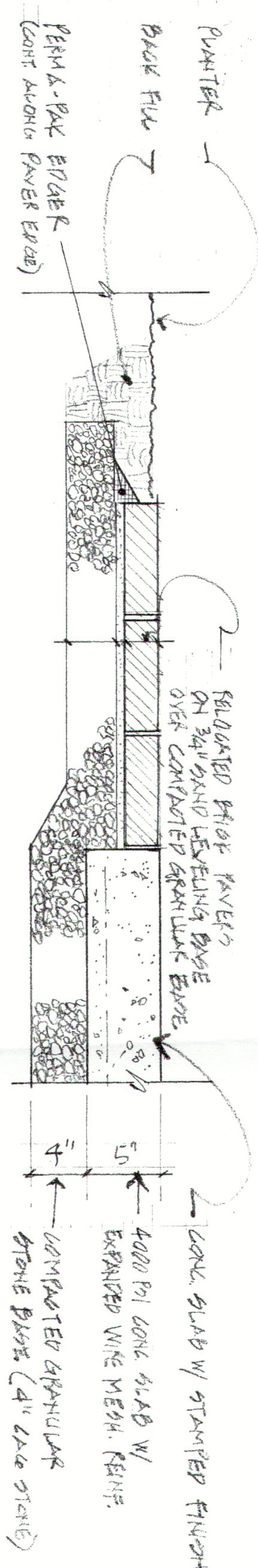
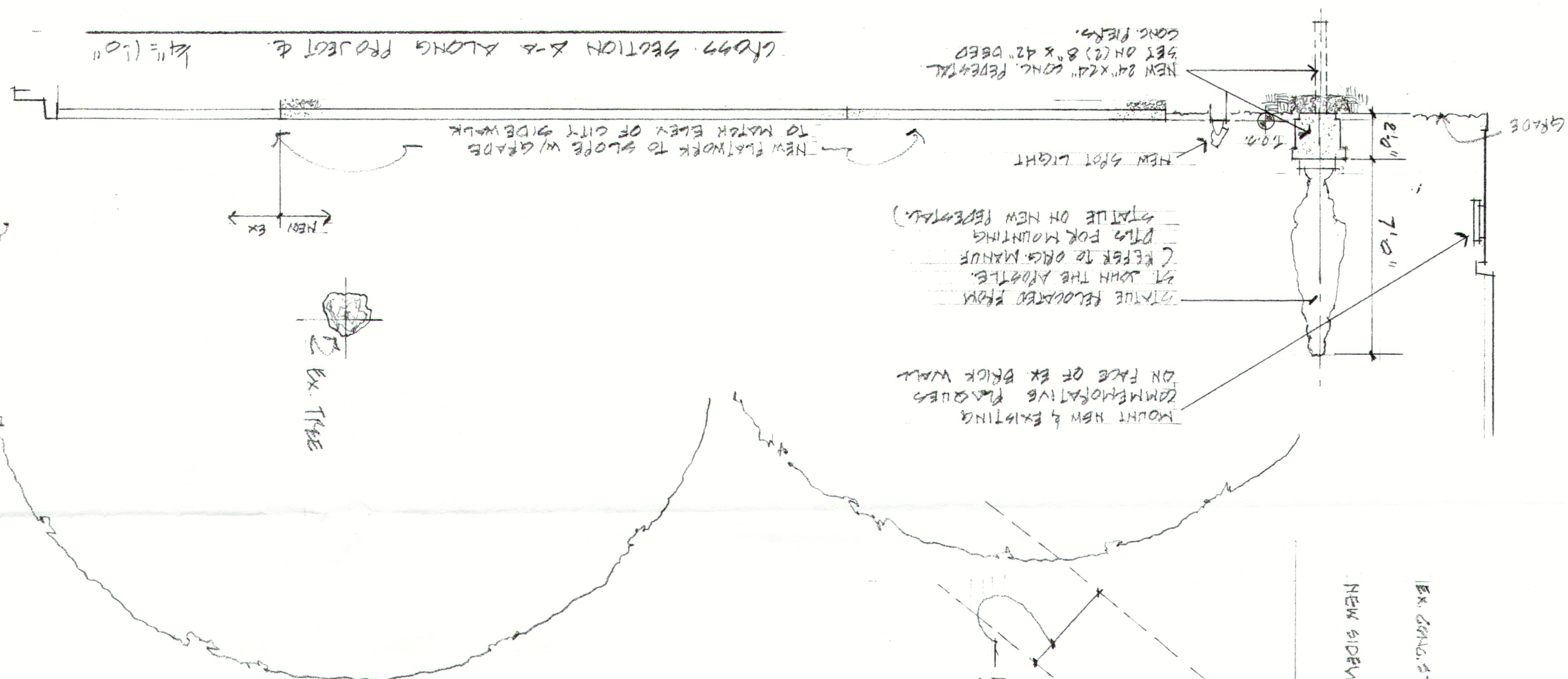
P.I.N.: 06-10-110-016, 06-10-110-017

Ordinance No. _____

Exhibit B

Plan Set

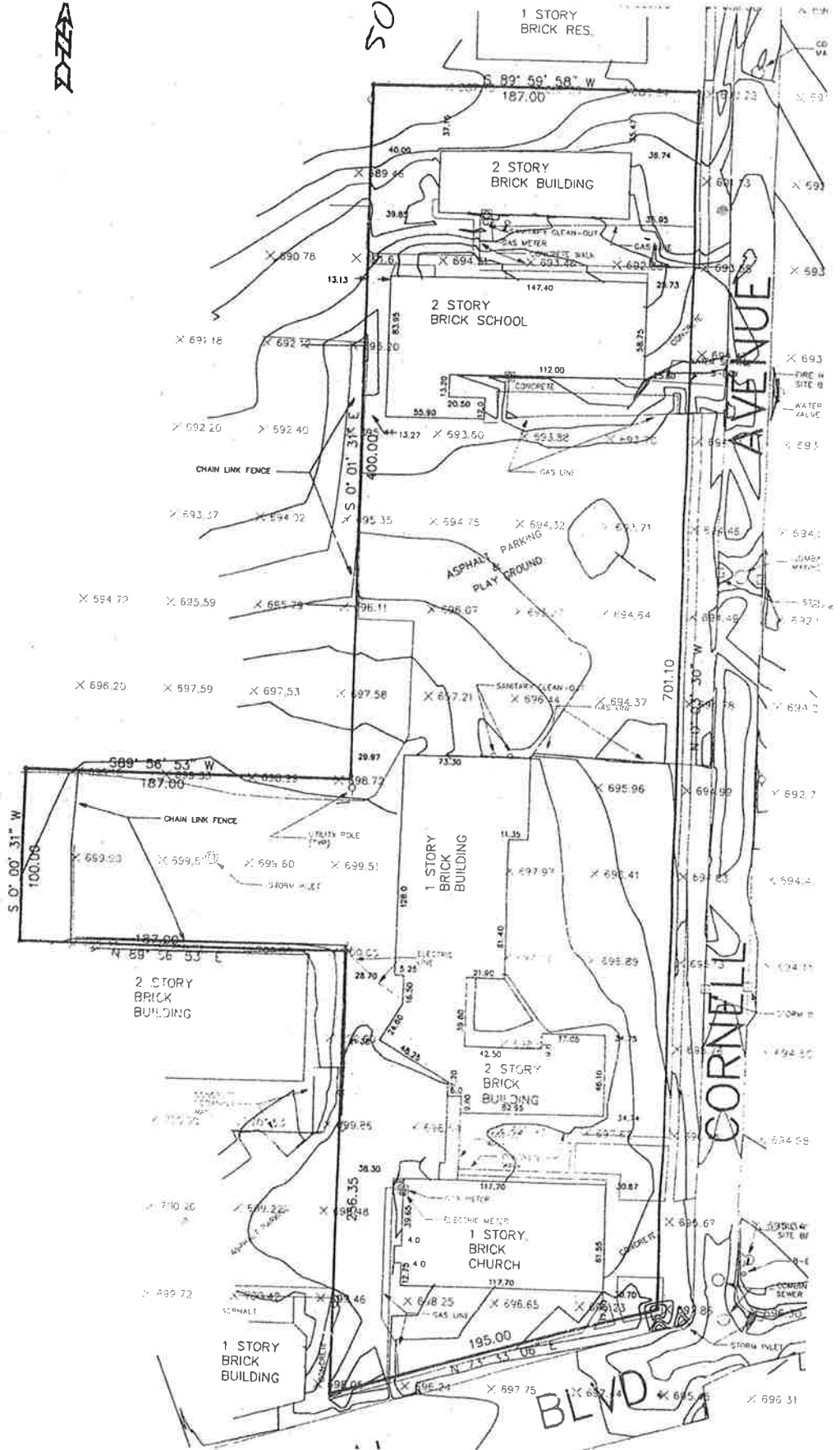
(see attached)


$$1/2 = 1/2$$
$$14'' = 1' - 0''$$

ACTION	DATE	INIT.	DESCRIPTION



5074





Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Zoning Board of Appeals
FROM: Community & Economic Development Department
DATE: October 8, 2025
RE: **Petition ZBA-25-08 | 300 S. Cornell Ave. | Variation**

PETITIONER	OWNER
St. Alexander Catholic Church 300 S. Cornell Ave. Villa Park, IL 60181	Diocese of Joliet 16555 Weber Rd. Crest Hill, IL, 60403

Request Summary

The Petitioner is seeking a Variation from Section 14.1.9-Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments to permit a patio in the front yard, a Variation from Section 6.10.2, Table 6-2 Accessory Structure Regulations to permit a walkway width of 8.0 feet instead of the maximum width of 5.0 feet, and a Variation from Section 2.3- Lot and Building Regulations to permit a Lot Coverage of 86% instead of the maximum of 60%.

Background

The petitioner proposes to construct a patio area on the south of the property with benches, a statue, and memorial bricks for quiet contemplation and prayer. This variation would permit a patio in the front yard, increase the maximum width of a walkway from 5.0 feet to 8.0 feet, and permit a lot coverage of 86%.

Site Information

Present Zoning: Residential Single-Dwelling District - RS-7.5
Present Land Use: Religious Assembly
Property Size: 154,033.8 sq. ft. / 3.54 acres
PIN: 06-10-110-030, 06-10-110-017, 06-10-110-016, 06-10-110-029, 06-10-110-028, 06-10-110-027, 06-10-110-026, 06-10-110-025

Surrounding Zoning

North: Residential Single-Dwelling District- RS-7.5
West: Mixed-Use Main Street District- MX-2
East: Residential Single-Dwelling District- RS-7.5
South: Mixed-Use Main Street District- MX-2

Surrounding Land Use

Residential
Commercial
Residential
Commercial

Comprehensive Plan Designation- Residential

Single-dwelling residential areas are neighborhoods where each lot contains one dwelling unit, which can be a standalone house or attached units like townhomes and duplexes. These areas should encompass carefully planned subdivisions and older, established neighborhoods exhibiting classic neighborhood layouts. Single-dwelling homes are the most common form of residential property in the Village and most likely will remain so.

Zoning Request

The Petitioner is seeking a Variation from Section 14.1.9-Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments to permit a patio in the front yard, a Variation from Section 6.10.2, Table 6-2 Accessory Structure Regulations to permit a walkway width of 8.0 feet instead of the maximum width of 5.0 feet, and a Variation from Section 2.3- Lot and Building Regulations to permit a Lot Coverage of 86% instead of the maximum of 60%.

Internal Staff Review

Variation

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements and are site specific.

The petitioner would like to add a patio area to the property with benches, a statue, and memorial bricks for quiet contemplation and prayer. In a residential zoning district, a patio is not permitted in the front yard. The Petitioners would like the patio to be placed along Central Boulevard for increased visibility and accessibility for the public. The accompanying walkway would be 4.0 feet wide, with 2.0 feet of memorial bricks on either side, giving a total width of 8.0 feet. The maximum width for a residential walkway is 5.0 feet. The current lot coverage for the property is 84.95%. With the new patio and walkway added, lot coverage would increase to 85.21%. This property is unique because although this is a residential zoning district, the property is a religious assembly use, not residential.

Site Plan Review

1. Building and Structure Location - The following comments relate to the issue of building and structure location in regard to the proposed development plans:
 - a. The total area of the proposed patio and walkway is 392.81 square feet.
2. Building scale - The following comments relate to the issue of building scale in regard to the proposed development plans:
 - a. No changes are proposed to the existing building.
3. Lot Coverage - The following comments relate to the issue of lot coverage in regard to the proposed development plans:
 - a. Lot Coverage would increase from 84.95% to 85.21%. The maximum permitted lot coverage for a residential zoning district is 60%.
4. Completeness - If the Zoning Board of Appeals requires additional information to determine whether the applicant's development requests comply with the applicable standards of the Code, they may direct the Petitioner to furnish additional information and evidence that may provide clarity regarding their concerns.

Findings

Per Sec. 11.5.6.8. The Zoning Board of Appeals' recommendation must be accompanied by specific findings of fact regarding whether practical difficulties or particular hardships would result if a Variation is not granted. *The Petitioner has submitted the following justification for a Variation from Article 2, Section 2.3, Table 2-3 of the Zoning Ordinance:*

- A. State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:**

Due to the closure and merger of St. John the Apostle, we wish to bring their grotto/worship space to St.

Alexander. This grotto has bricks of names of deceased and loved ones to show unity with the two parishes as the closure of St. John was a great hardship for those who attend there. We want the grotto on Central Ave where it is visible for them. St. Alexanders is a religious use inside of a residential zone.

- B. A reasonable return or use of your property is not possible under the existing regulations because:**
We want the visibility because the chosen location is visible on a main street and a side street as it is a corner lot. Limited space on campus due to need for possible expansion due to the merger of the two parishes.
- C. Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:**
The zoning regulations are meant for single family homes. This is not a residence.
- D. The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:**
We will not create any hazards or increase traffic.

Notification

Legal Notice was published in the Daily Herald on September 22, 2025, a sign placed on the subject property, and notifications sent to property owners within a 250.0-foot radius of the subject property in advance of the Public Hearing.

Sample Motion

To recommend approval of ZBA-25-08 for a variation from Section 14.1.9, Setbacks, Table 14-1: Permitted Setback Obstructions/Encroachments, to permit a patio in the front yard, a Variation from Section 6.10.2, Table 6-2 Accessory Structure Regulations to permit a walkway width of 8.0 feet, and a Variation from Section 2.3- Lot and Building Regulations to permit a Lot Coverage of 86%.

Exhibit List

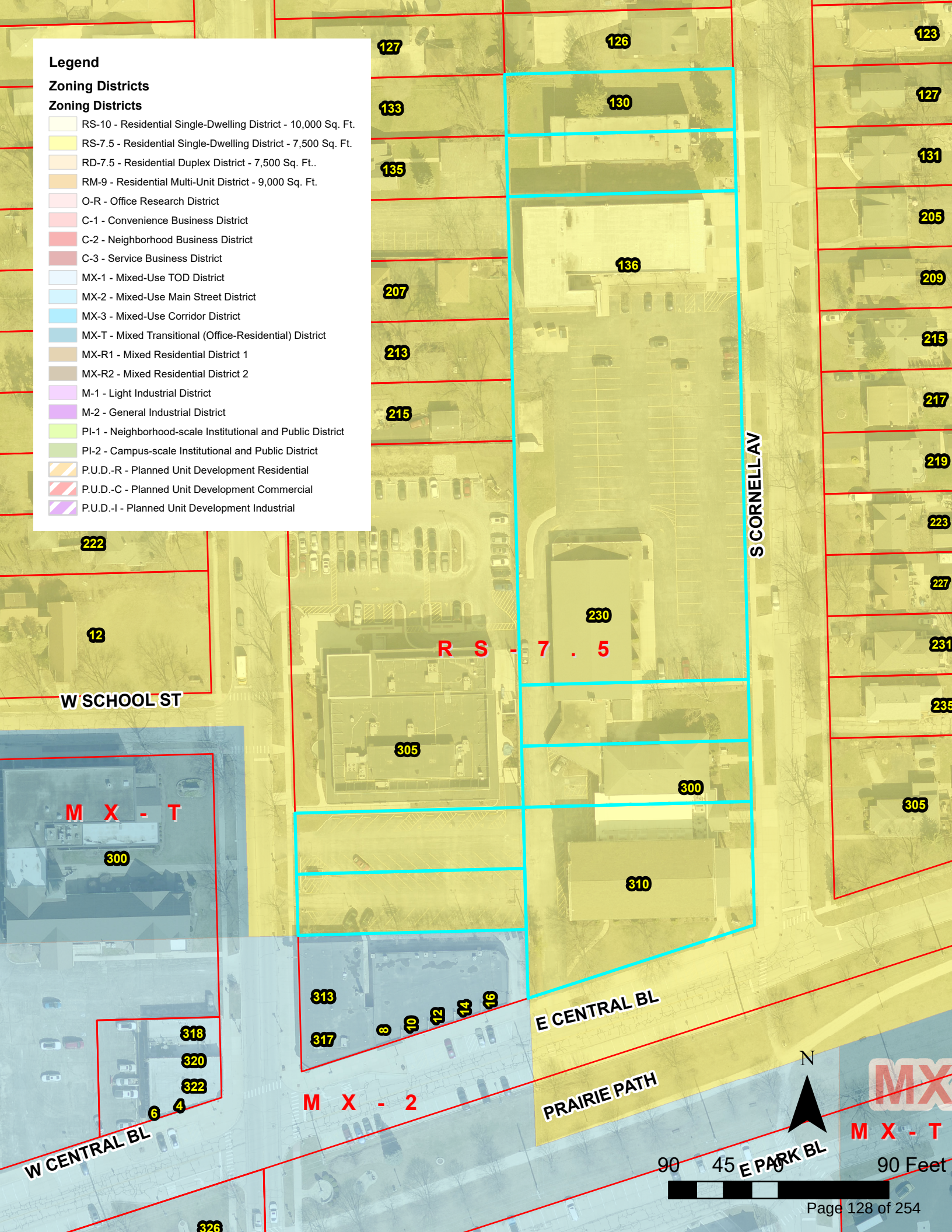
- Exhibit A – Plan Set
- Exhibit B- Plat of Survey
- Exhibit C- Deed Packet

Legend

Zoning Districts

Zoning Districts

- RS-10 - Residential Single-Dwelling District - 10,000 Sq. Ft.
- RS-7.5 - Residential Single-Dwelling District - 7,500 Sq. Ft.
- RD-7.5 - Residential Duplex District - 7,500 Sq. Ft..
- RM-9 - Residential Multi-Unit District - 9,000 Sq. Ft.
- O-R - Office Research District
- C-1 - Convenience Business District
- C-2 - Neighborhood Business District
- C-3 - Service Business District
- MX-1 - Mixed-Use TOD District
- MX-2 - Mixed-Use Main Street District
- MX-3 - Mixed-Use Corridor District
- MX-T - Mixed Transitional (Office-Residential) District
- MX-R1 - Mixed Residential District 1
- MX-R2 - Mixed Residential District 2
- M-1 - Light Industrial District
- M-2 - General Industrial District
- PI-1 - Neighborhood-scale Institutional and Public District
- PI-2 - Campus-scale Institutional and Public District
- P.U.D.-R - Planned Unit Development Residential
- P.U.D.-C - Planned Unit Development Commercial
- P.U.D.-I - Planned Unit Development Industrial





MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: October 27, 2025

SUBJECT: An Ordinance Granting a Variation from Section 2.3 of the Zoning Ordinance for the Property Located at 610 N. Michigan Avenue.

RECOMMENDED ACTION:

This Ordinance approves Petition ZBA-25-09 for a Variation to permit a front yard setback of 21.0 feet instead of 30.0 feet for a new garage and porch located at 610 N. Michigan Avenue per Exhibits A and B. The Zoning Board of Appeals recommended approval by a vote of 6-1.

BACKGROUND:

The Petitioner is seeking a Variation from Section 2.3 Lot and Building Regulations, to permit a front setback of 21.0 feet instead of 30.0 feet for a new garage and porch. Staff recommends approval of the ordinance granting Petition ZBA-25-09 for a Variation for front yard setback located at 610 N. Michigan Avenue.

DISCUSSION:

The petitioner has specific size constraints due to the layout of the existing home. The proposed garage would attach to the northeast corner of the existing house and attached garage. The proposed porch would be on the front (east) side of the existing garage, which will be converted into living space. Both the garage and porch would have a setback of 21.64 feet from the front (east) property line. If the garage were to be made smaller to comply with setback regulations, the garage would be too shallow to fit a standard vehicle because of the location of the existing house. Per section 14.1.9, a covered porch may encroach into the front yard setback by 25% which would allow a setback of 22.5 feet for this porch. This proposed porch would encroach an additional 0.86 feet with a setback of 21.64 feet.

The Zoning Board of Appeals held a public hearing on October 8, 2025 where they recommended approval of the request by a vote of 6-1.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, GRANTING A VARIATION FROM SECTION 2.3 OF THE ZONING ORDINANCE FOR THE PROPERTY LOCATED AT 610 N. MICHIGAN AVENUE

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 of Illinois; and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), the President and Board of Trustees of the Village (the "*Corporate Authorities*") may enact zoning regulations to regulate the development and use of real property within the corporate boundaries of the Village; and,

WHEREAS, the Village has heretofore adopted an ordinance entitled the "Zoning Ordinance of the Village of Villa Park, Illinois" (the "*Zoning Ordinance*"); and,

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/11-13-5), the Corporate Authorities may determine and vary the regulations of its Zoning Ordinance; and,

WHEREAS, Section 11.5, entitled "Variations," of Article 11, entitled "Review and Approval Procedures," of the Zoning Ordinance sets forth the authority and standards by which variations to the Zoning Ordinance may be approved; and,

WHEREAS, an application seeking a variation from the lot and building regulations of Section 2.3 of the Zoning Ordinance has been submitted to the Village by the petitioners, Alison and Austin Gardiner (the "*Applicant*" and "*Owner*"), to permit a garage and porch in the front yard (the "*Variation*") of the property located at 610 N. Michigan Avenue, Villa Park, Illinois, and as legally described and depicted on Exhibit A (the "*Property*"); and,

Ordinance No. _____

WHEREAS, the Zoning Board of Appeals (“ZBA”) held a public hearing on October 8, 2025 (the “*Public Hearing*”) to consider whether the Variation should be approved, at which time all persons present were afforded an opportunity to be heard; and,

WHEREAS, a public notice in the form required by law was given of said Public Hearing date; and,

WHEREAS, after taking into consideration all evidence and testimony presented at the Public Hearing, the ZBA reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and voted to recommend approval of the Variation to the Corporate Authorities; and,

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Variation subject to the conditions identified herein.

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

Section 1. The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Village President and Board of Trustees of the Village have duly considered the ZBA’s findings of fact and recommendation, and hereby adopt by reference the findings of fact of the ZBA as the findings of the Corporate Authorities of the Village as if fully set forth herein. All documents and exhibits submitted at the Public Hearing are also incorporated by reference into this Ordinance.

Section 3. In addition to the findings set forth in Section 2 hereof, the Corporate Authorities further find in relation to the Variation as follows:

1. That the Variation will alleviate a practical difficulty or particular hardship in carrying out the strict letter of the regulations of the Zoning Ordinance;

Ordinance No. _____

2. That the plight of the Applicant is due to unique circumstances;
3. That the Property cannot yield a reasonable return if the Variation is not granted;
4. That the Variation will not alter the essential character of the locality; and
5. That the Variation is in harmony with the general purpose and intent of the Zoning Ordinance.

Section 4: The Variation is hereby granted, subject to the following conditions:

1. The Variation shall comply with the Plan Set attached hereto as Exhibit B.

Section 5: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6: All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Continued on Next Page]

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 2025, pursuant to a roll call vote
as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

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

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

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

Ordinance No. _____

Exhibit A

Legal Description

LOT 4 IN BLOCK 7 IN ARDMORE MANOR, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEROF RECORDED ON DECEMBER 3, 1942 AS DOCUMENT NUMBER 185662, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-04-221-015

Common Address: 610 N. Michigan Avenue, Villa Park, IL 60181

Ordinance No. _____

Exhibit B

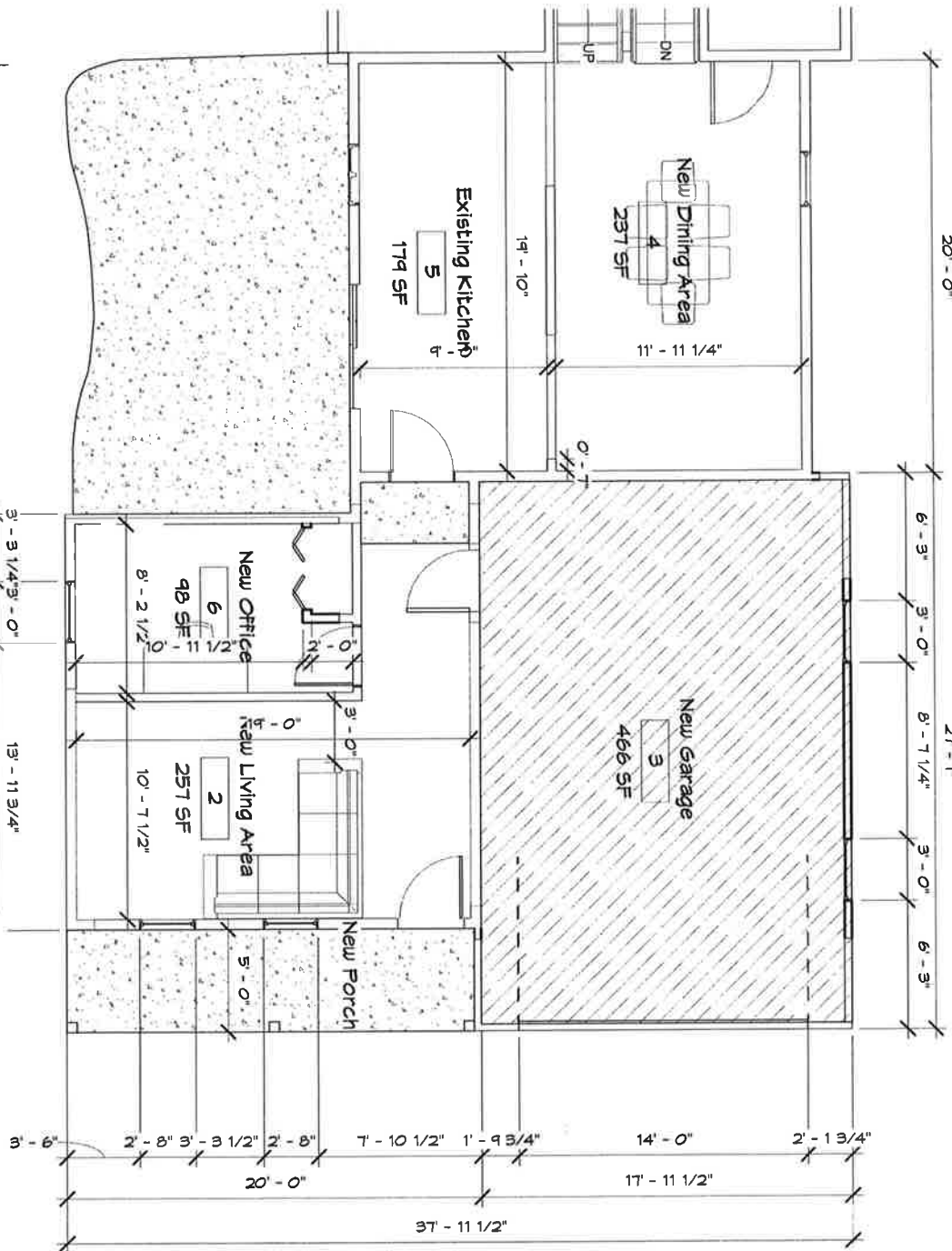
Plan Set

(see attached)



1 Z1- New First Floor
3/16" = 1'-0"

CONCEPT 2



COPYRIGHT © 2025
FLINT ARCHITECTS LLC

Project: 25024
Date: 06/30/2025
User: AS NOTED
Z1

Project Name and Address
Home Addition Renovation
Mrs. Alison Gardner
610 N. Michigan Avenue
Villa Park, IL 60181

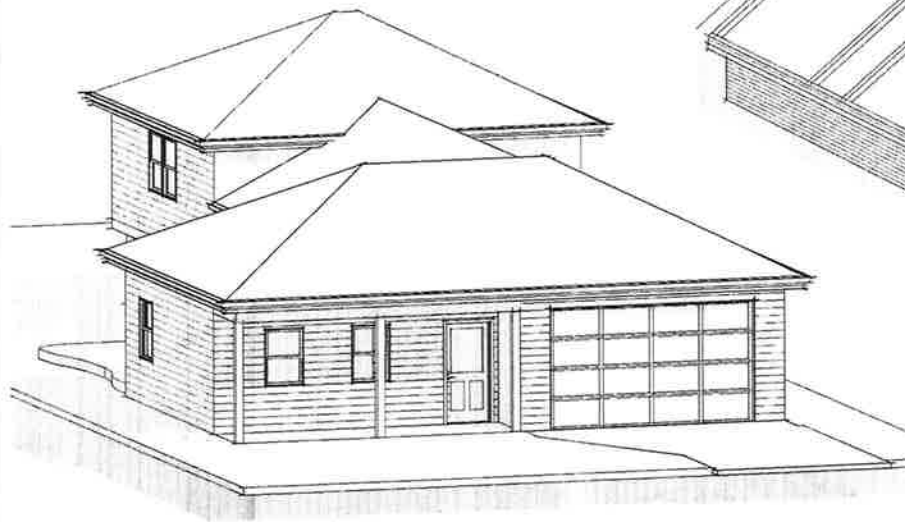


No.	Revision/Issue	Date

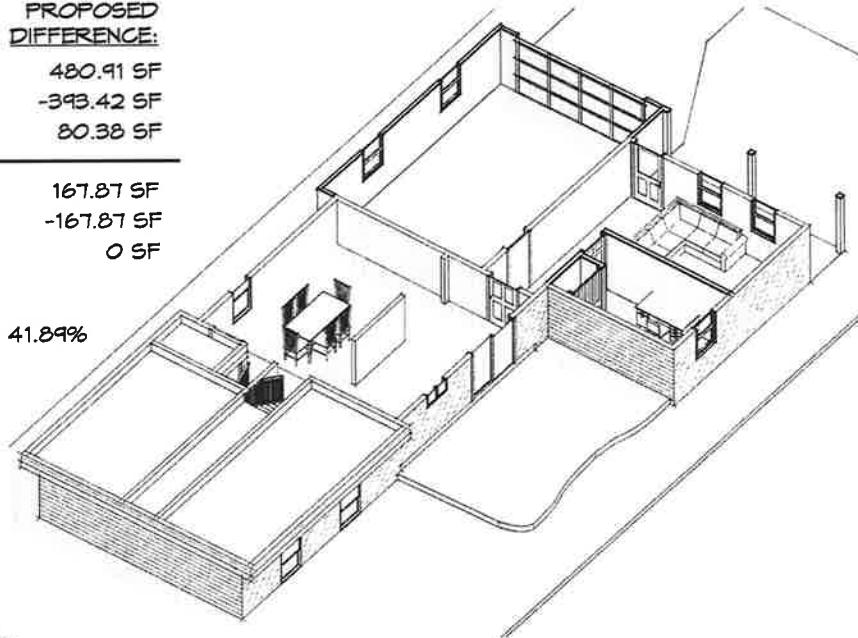
TOTAL LOT AREA: = 6,589.50 SF
 MAXIMUM LOT COVERAGE PERMITTED: = 56% OR 3,690.12 SF
 MINIMUM IMPERVIOUS SURFACE REQUIRED: = 50% OR 3,294.75 SF

	EXISTING CONDITION:	PROPOSED CONDITION:	PROPOSED DIFFERENCE:
HOUSE & GARAGE:	1,500 SF	1980.91 SF	480.91 SF
PAVING & WALKS:	972.38 SF	578.96 SF	-393.42 SF
DECKS, SHEDS & PORCHES:	118.67 SF	199.05 SF	80.38 SF
TOTAL COVERAGE	2,591.05 SF	2,758.92 SF	167.87 SF
PERVIOUS SURFACES	3,998.45 SF	3,830.58 SF	-167.87 SF
TOTAL LOT AREA	6,589.50 SF	6,589.50 SF	0 SF

FAR = $\frac{2,758.92 \text{ SF}}{6,589.50 \text{ SF}} = 0.4189$ TOTAL COVERAGE = 41.89%



① 3D View 1



② 3D View 2

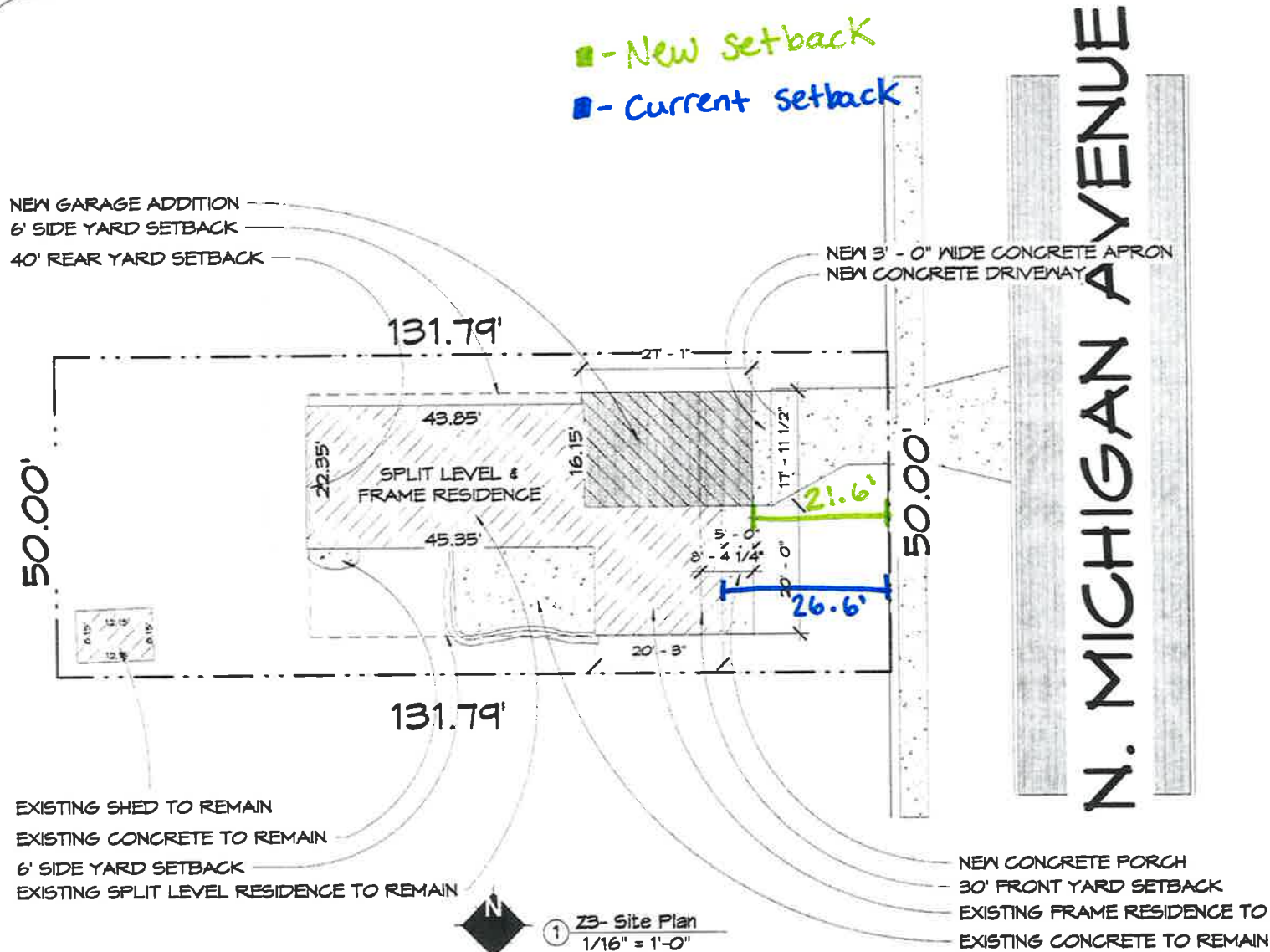
No.	Revision/Issue	Date



Project Name and Address:
 Home Addition Renovation
 Mrs. Allison Gardner
 610 N. Michigan Avenue
 Villa Park, IL 60181

Project	25034	Sheet
Date	06/30/2025	Z2
Scale	AS NOTED	

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 FLINT ARCHITECTS LLC



No. Revision/Issue Date



PROJECT NAME AND ADDRESS
 Home Addition Renovation
 Mrs. Allison Gardner
 610 N. Michigan Avenue
 Villa Park, IL 60181

Project No. 25034
 Date 10/30/2025
 Scale AS NOTED
 Z3

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 FLINT ARCHITECTS, LLC



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Zoning Board of Appeals
FROM: Community & Economic Development Department
DATE: October 8, 2025
RE: **Petition ZBA-25-09 | 610 N. Michigan Ave. | Variation**

PETITIONER	OWNER
Alison and Austin Gardiner 610 N. Michigan Ave. Villa Park, IL 60181	Alison and Austin Gardiner 610 N. Michigan Ave. Villa Park, IL 60181

Request Summary

The Petitioner is seeking a Variation from Section 2.3 Lot and Building Regulations, to permit a front setback of 21.0 feet instead of 30.0 feet for a new garage and porch.

Background

The petitioner would like to convert the existing garage into living space, and build a new attached garage. The new garage would attach inside the northeast corner of the existing house and attached garage. The new garage would be set back 21.64 feet from the front (east) property line. The current residence has a very unique shape that requires the homeowners to turn south to enter the garage. This new design would utilize the current driveway and allow the homeowners to pull straight into the garage. A new front porch is also proposed as part of the design. This porch would also have a front setback of 21.64 feet and would continue south of the proposed garage.

Site Information

Present Zoning: Residential Single-Dwelling District - RS-7.5
Present Land Use: Residential
Property Size: 6,588.99 sq. ft. / 0.15 acres
PIN: 06-04-221-015

Surrounding Zoning

North: Residential Single-Dwelling District- RS-7.5
West: Residential Single-Dwelling District- RS-7.5
East: Residential Single-Dwelling District- RS-7.5
South: Residential Single-Dwelling District- RS-7.5

Surrounding Land Use

Residential
Residential
Residential
Residential

Comprehensive Plan Designation- Residential

Single-dwelling residential areas are neighborhoods where each lot contains one dwelling unit, which can be a standalone house or attached units like townhomes and duplexes. These areas should encompass carefully planned subdivisions and older, established neighborhoods exhibiting classic neighborhood layouts. Single-dwelling homes are the most common form of residential property in the Village and most likely will remain so.

Zoning Request

The Petitioner is seeking a Variation from Section 2.3 Lot and Building Regulations, to permit a front setback of 21.0 feet instead of 30.0 feet for a new garage and porch.

Internal Staff Review

Variation

The Zoning Ordinance specifically allows for Variation petitions in order to grant relief to a property owner from strict compliance with the regulations of the Zoning Ordinance. Variations are intended to help alleviate a practical difficulty or particular hardship that would be caused by the literal enforcement of the subject ordinance requirements and are site specific.

The petitioner has specific size constraints due to the layout of the existing home. The proposed garage would attach to the northeast corner of the existing house and attached garage. The proposed porch would be on the front (east) side of the existing garage, which will be converted into living space. Both the garage and porch would have a setback of 21.64 feet from the front (east) property line. If the garage were to be made smaller to comply with setback regulations, the garage would be too shallow to fit a standard vehicle because of the location of the existing house. Per section 14.1.9, a covered porch may encroach into the front yard setback by 25% which would allow a setback of 22.5 feet for this porch. This proposed porch would encroach an additional 0.86 feet with a setback of 21.64 feet.

Site Plan Review

1. Building and Structure Location - The following comments relate to the issue of building and structure location in regard to the proposed development plans:
 - a. The existing garage would be converted into living space. A new garage would be added to the northeast side of the residence. A new porch will be added to the front of the house, east of the existing garage that will be converted into living space. The new garage and porch would require a variation for the front setback. All other setbacks are in compliance with bulk regulations.
2. Building scale - The following comments relate to the issue of building scale in regard to the proposed development plans:
 - a. No comments in regard to building scale.
3. Lot Coverage - The following comments relate to the issue of lot coverage in regard to the proposed development plans:
 - a. With the proposed garage and porch, the lot coverage for the property would be 41.23%. The maximum permitted lot coverage for the RS-7.5 zoning district is 60%.
4. Completeness - If the Zoning Board of Appeals requires additional information to determine whether the applicant's development requests comply with the applicable standards of the Code, they may direct the Petitioner to furnish additional information and evidence that may provide clarity regarding their concerns.

Findings

Per Sec. 11.5.6.8. The Zoning Board of Appeals' recommendation must be accompanied by specific findings of fact regarding whether practical difficulties or particular hardships would result if a Variation is not granted. *The Petitioner has submitted the following justification for a Variation from Article 2, Section 2.3, Table 2-3 of the Zoning Ordinance:*

- A. State the particular hardship and/or practical difficulty created for you in carrying out the strict letter of the zoning regulations to wit:**

The current configuration of my home and attached garage creates a hardship because the existing garage only allows for a single vehicle due to its angled layout and narrow interior space. Strict adherence to zoning regulations prevents me from building a functional two-car garage without significantly altering the structure of my home or removing essential interior living space. This makes it impractical to meet modern standards for off-street parking and basic family needs.

- B. A reasonable return or use of your property is not possible under the existing regulations because:**

Under the current zoning regulations, I am unable to expand or reconfigure the garage to accommodate two vehicles without encroaching into the front yard setback. This prevents full use of my property for common residential purposes such as safe, weather-protected parking for two cars. The inability to build a functional garage limits the value and useability of the property compared to similar homes in the area.

C. Your situation is unique (not applicable in other properties in the area or zoning classification) in the following respect:

My property is uniquely shaped and the house is placed at an angle that restricts expansion options. The existing layout of the home, especially the positioning of the garage entrance, is not typical for other homes in the neighborhood or zoning district. This unique footprint limits the feasibility of adhering to current zoning standards without creating significant structural or functional issues.

D. The variation will not alter the essential character of the locality, impair an adequate supply of light and air to adjacent property; not increase hazard from fire; not impair property values in the neighborhood; not unduly increase congestion in the streets, or otherwise impair public safety; health and convenience because:

The proposed variation is designed to blend with the existing style and character of the neighborhood. The new garage will be constructed in a manner consistent with surrounding homes and will not obstruct light or air flow to adjacent properties. It will not increase traffic or congestion, nor will it pose any risk to public safety, fire protection, or property values. In fact, the improved functionality of the home may enhance curb appeal and positively contribute to the neighborhood.

Notification

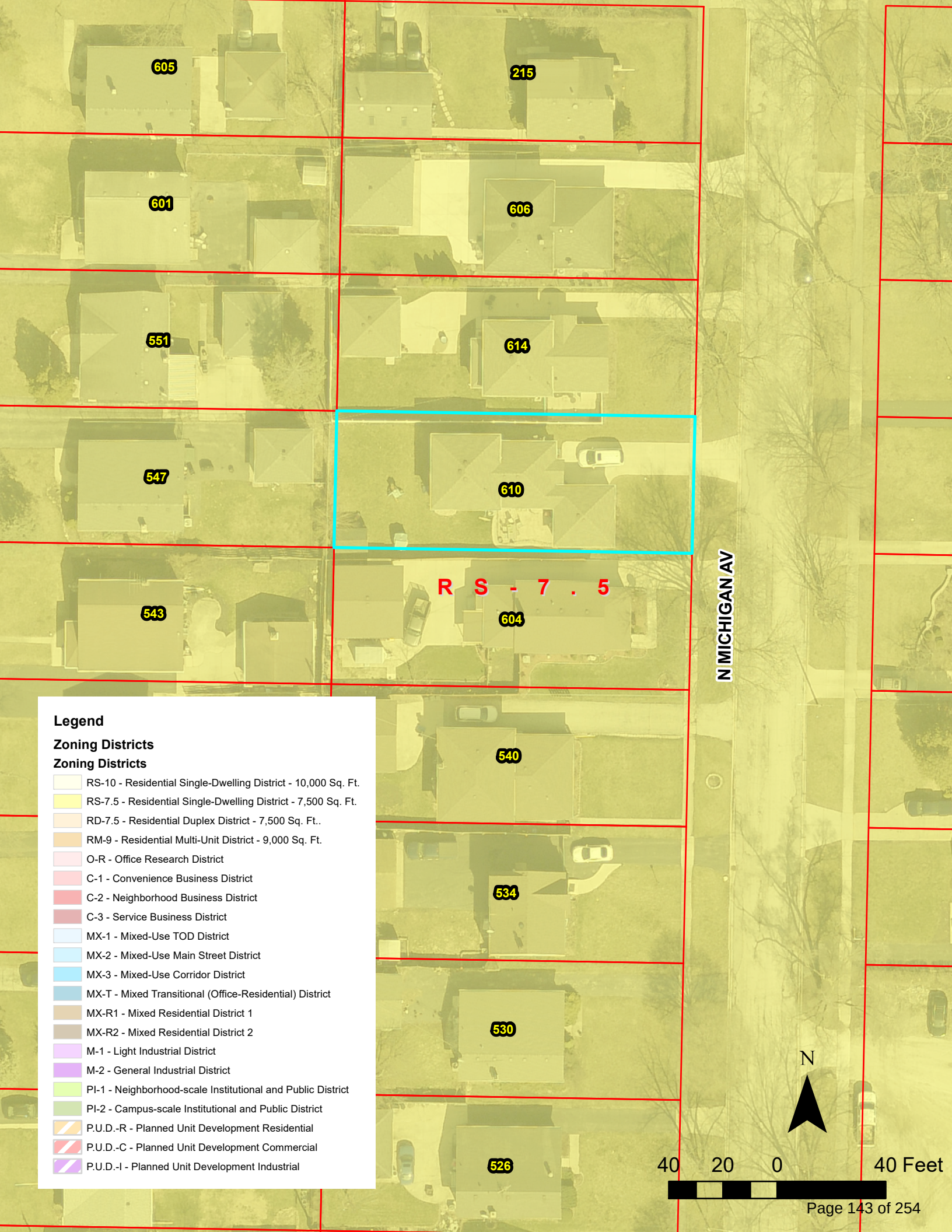
Legal Notice was published in the Daily Herald on September 22, 2025, a sign placed on the subject property, and notifications sent to property owners within a 250.0-foot radius of the subject property in advance of the Public Hearing.

Sample Motion

To recommend approval of ZBA-25-09 for a variation from Section 2.3 Lot and Building Regulations, to permit a front setback of 21.0 feet instead of 30.0 feet for a new garage and porch.

Exhibit List

- Exhibit A – Plan Set
- Exhibit B - Plat of Survey



Legend

Zoning Districts

Zoning Districts

- RS-10 - Residential Single-Dwelling District - 10,000 Sq. Ft.
- RS-7.5 - Residential Single-Dwelling District - 7,500 Sq. Ft.
- RD-7.5 - Residential Duplex District - 7,500 Sq. Ft..
- RM-9 - Residential Multi-Unit District - 9,000 Sq. Ft.
- O-R - Office Research District
- C-1 - Convenience Business District
- C-2 - Neighborhood Business District
- C-3 - Service Business District
- MX-1 - Mixed-Use TOD District
- MX-2 - Mixed-Use Main Street District
- MX-3 - Mixed-Use Corridor District
- MX-T - Mixed Transitional (Office-Residential) District
- MX-R1 - Mixed Residential District 1
- MX-R2 - Mixed Residential District 2
- M-1 - Light Industrial District
- M-2 - General Industrial District
- PI-1 - Neighborhood-scale Institutional and Public District
- PI-2 - Campus-scale Institutional and Public District
- P.U.D.-R - Planned Unit Development Residential
- P.U.D.-C - Planned Unit Development Commercial
- P.U.D.-I - Planned Unit Development Industrial

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ILLINOIS GAMING BOARD VIDEO GAMING REPORT

Villa Park

September 2025 - October 2025

10/23/2025

6:02 pm

Municipality	Establishment	License Number	VGT Count	VGT Wagering Activity			VGT Income			VGT Tax Distribution		
				Amount Played	Amount Won	Net Wagering Activity	Funds In	Funds Out	Net Terminal Income	NTI Tax	State Share	Municipality Share
Villa Park	BACCI LLC	200702381	6	\$260,522.91	\$231,303.15	\$29,219.76	\$112,247.73	\$83,027.97	\$29,219.76	\$10,226.97	\$8,764.51	\$1,462.46
Villa Park	Bet Crazy Inc.	210700458	6	\$500,690.00	\$441,939.46	\$58,750.54	\$211,768.96	\$153,018.42	\$58,750.54	\$20,562.69	\$17,622.22	\$2,940.47
Villa Park	Blackhawk Restaurant Group LLC Series VDVillaPark	130702815	6	\$808,716.96	\$736,410.00	\$72,306.96	\$254,907.88	\$182,600.92	\$72,306.96	\$25,307.49	\$21,688.52	\$3,618.97
Villa Park	CAPTAIN B'S SHRIMP HOUSE TWO, INC.	220701833	3	\$53,993.39	\$48,789.42	\$5,203.97	\$16,878.73	\$11,674.76	\$5,203.97	\$1,821.41	\$1,560.95	\$260.46
Villa Park	Dance Villa Inc.	240701416	6	\$75,403.76	\$68,876.12	\$6,527.64	\$32,457.63	\$25,930.40	\$6,527.23	\$2,284.56	\$1,957.87	\$326.69
Villa Park	DD DEVINE, INC.	230701655	6	\$108,215.16	\$97,987.58	\$10,227.58	\$37,023.59	\$26,795.51	\$10,228.08	\$3,579.81	\$3,067.90	\$511.91
Villa Park	EL PATRON 64 BAR & GRILL INC.	230703032	6	\$45,275.14	\$40,274.57	\$5,000.57	\$15,423.36	\$10,422.80	\$5,000.56	\$1,750.21	\$1,499.93	\$250.28
Villa Park	Fitz's Pub - Villa Park, Inc.	120712310	6	\$724,978.27	\$665,624.93	\$59,353.34	\$238,120.02	\$178,766.83	\$59,353.19	\$20,773.58	\$17,802.95	\$2,970.63
Villa Park	FRANK GF INC.	130700397	6	\$378,347.53	\$346,217.65	\$32,129.88	\$147,412.96	\$115,283.50	\$32,129.46	\$11,245.30	\$9,637.22	\$1,608.08
Villa Park	K3 WINE BAR INC.	190702472	6	\$919,218.77	\$827,073.01	\$92,145.76	\$296,097.41	\$203,951.65	\$92,145.76	\$32,251.07	\$27,639.17	\$4,611.90
Villa Park	M.K.P. CORPORATION	140704034	6	\$308,849.44	\$295,150.79	\$13,698.65	\$95,096.31	\$81,397.66	\$13,698.65	\$4,794.55	\$4,108.93	\$685.62
Villa Park	Mahoney's Pub, Inc.	120711227	6	\$461,322.03	\$429,410.27	\$31,911.76	\$158,373.20	\$126,461.74	\$31,911.46	\$11,169.05	\$9,571.87	\$1,597.18
Villa Park	MAY'S VILLA PARK, LLC	190702439	6	\$629,017.22	\$571,880.21	\$57,137.01	\$267,324.28	\$210,187.27	\$57,137.01	\$19,998.04	\$17,138.32	\$2,859.72
Villa Park	MEAGRAH, INC.	120711316	6	\$480,306.17	\$432,599.51	\$47,706.66	\$191,457.13	\$143,750.47	\$47,706.66	\$16,697.35	\$14,309.63	\$2,387.72
Villa Park	MILICIA INC.	160701591	6	\$90,705.86	\$83,442.02	\$7,263.84	\$36,783.38	\$29,519.54	\$7,263.84	\$2,542.35	\$2,178.79	\$363.56
Villa Park	MORTADELI LLC	240702540	6	\$297,189.22	\$267,560.67	\$29,628.55	\$265,514.22	\$235,885.67	\$29,628.55	\$10,370.04	\$8,887.13	\$1,482.91
Villa Park	NEW TRIPOLIS INC.	170702628	6	\$623,207.07	\$568,441.82	\$54,765.25	\$223,280.48	\$168,515.23	\$54,765.25	\$19,167.87	\$16,426.86	\$2,741.01
Villa Park	Park Blvd. Tavern, Inc.	120711214	6	\$673,413.08	\$620,231.08	\$53,182.00	\$252,768.37	\$199,586.37	\$53,182.00	\$18,613.74	\$15,951.97	\$2,661.77
Villa Park	RH2024 LLC	240701420	6	\$90,809.35	\$80,851.68	\$9,957.67	\$32,880.33	\$22,922.66	\$9,957.67	\$3,485.27	\$2,986.88	\$498.39
Villa Park	Safari Land, L.L.C.	140702528	6	\$97,884.99	\$100,259.16	(\$2,374.17)	\$35,792.03	\$38,166.25	(\$2,374.22)	(\$830.97)	(\$712.14)	(\$118.83)
Villa Park	SELECTIVE LIQUORS LLC	200700818	6	\$594,231.65	\$547,418.86	\$46,812.79	\$227,305.62	\$180,492.83	\$46,812.79	\$16,384.51	\$14,041.52	\$2,342.99
Villa Park	Shelby's - Villa Center, LLC	130703638	6	\$909,106.40	\$815,519.14	\$93,587.26	\$323,117.43	\$229,530.17	\$93,587.26	\$32,755.56	\$28,071.52	\$4,684.04
Villa Park	Stella's - North Park, LLC	170700521	6	\$748,625.56	\$684,320.93	\$64,304.63	\$241,457.34	\$177,152.71	\$64,304.63	\$22,506.65	\$19,288.20	\$3,218.45
Villa Park	Stella's - Villa Oaks, LLC	130703551	6	\$952,577.04	\$858,826.99	\$93,750.05	\$337,828.29	\$244,078.24	\$93,750.05	\$32,812.54	\$28,120.34	\$4,692.20
Villa Park	TACOS & CEMITAS POBLANA INC.	190700978	6	\$218,812.25	\$196,135.76	\$22,676.49	\$91,343.75	\$68,667.26	\$22,676.49	\$7,936.80	\$6,801.84	\$1,134.96
Villa Park	Three Paws, Inc.	120711586	6	\$631,482.89	\$582,876.73	\$48,606.16	\$291,415.84	\$242,809.68	\$48,606.16	\$17,012.21	\$14,579.46	\$2,432.75
Villa Park	Ultimate Lounge, Inc.	130700898	6	\$603,568.26	\$543,871.82	\$59,696.44	\$193,274.28	\$133,577.84	\$59,696.44	\$20,893.81	\$17,905.99	\$2,987.82
Villa Park	Villa Park Post No. 2801, Veterans of Foreign Wars of the United State, Inc.	130900531	6	\$261,618.64	\$228,324.20	\$33,294.44	\$102,792.01	\$69,497.57	\$33,294.44	\$11,653.07	\$9,986.68	\$1,666.39
REPORT TOTAL:		28 Establishments	165	\$12,548,089.01	\$11,411,617.53	\$1,136,471.48	\$4,730,142.56	\$3,593,671.92	\$1,136,470.64	\$397,765.53	\$340,885.03	\$56,880.50



General Fund Revenues

TAXES	2025	FY 2025 Actual		FY 2024 Actual	Comparison
	Budgeted	September	% to Budget	September	2025 to 2024
Property Tax	586,573	393,797	0%	746,079	(352,282)
Property Tax due to Pension Funds	3,845,254	2,036,820	0%	3,246,537	(1,209,718)
Sales Tax	6,460,000	5,011,334	78%	5,032,617	(21,283)
State Income Tax	3,840,000	2,889,199	75%	2,919,881	(30,681)
Other Taxes	4,630,000	2,708,140	58%	3,509,677	(801,537)
TAXES TOTAL	19,361,827	13,039,290	67%	15,454,791	(2,415,500)
Licenses & Fees	2,827,050	2,321,863	82%	2,249,775	72,088
Investment Income	425,000	239,231	56%	393,323	(154,092)
Fines & Penalties	1,078,000	355,412	33%	848,724	(493,312)
Charges for Services	1,091,650	335,197	31%	851,467	(516,269)
Residential Garbage Fees	1,889,000	1,535,235	81%	1,476,514	58,721
Operating Transfers In	473,150	240,625	51%	350,967	(110,342)
Grants	561,800	50,544	9%	183,651	(133,107)
Miscellaneous	263,700	687,065	261%	2,206,806	(1,519,740)
TOTAL	27,971,177	18,804,462	67%	24,016,016	(5,211,554)

General Fund year-to-date revenues as of 9/30/25 total \$18,804,462, which is 67% of the FY 2025 annual budget, and is \$5,211,554 less than revenues at 9/30/2024. One major variance is that the Village received \$2,236,401 in FEMA reimbursements during last fiscal year. The Finance Director is currently collaborating with the Accounting Manager to bring the Village's reconciliations up to date.



Other Fund Revenues

	2025 Budgeted	FY 2025 Actual September	% to Budget	FY 2024 Actual September	Comparison 2025 to 2024
Capital Fund	4,057,600	55,428	0%	221,045	(165,617)
DUI Technology Fund	37,000	24,135	65%	32,044	(7,910)
Drug Control Fund	-	7,868	100%	5,540	2,328
TIF 7 - St. Charles Rd.	100,000	-	0%	-	-
TIF 6 - N. Ardmore / Vermont	143,672	61,455	43%	112,454	(50,999)
TIF 5 - Kenilworth	490,837	155,826	32%	317,977	(162,151)
TIF 4 - St. Charles Rd.	57,270	-	0%	41,736	(41,736)
TIF 3 - North Ave.	1,368,248	684,072	50%	983,365	(299,293)
MFT Fund	1,074,500	751,391	70%	836,494	(85,104)
Hotel / Motel Tax Fund	147,000	108,963	74%	118,600	(9,637)
NEDSRA Fund	276,000	133,809	48%	249,085	(115,276)
Recreation Fund	1,235,600	732,325	59%	1,215,563	(483,237)
Parks Fund	3,113,800	169,597	5%	1,280,558	(1,110,961)
Swimming Pool & Recreation Fund	1,196,700	189,705	16%	180,414	9,291
Debt Service Fund	5,463,050	2,019,619	37%	3,802,249	(1,782,630)
Street Improvement Fund	3,947,500	1,621,397	41%	1,779,461	(158,065)
Capital Projects Fund	2,382,700	1,663,792	70%	1,892,434	(228,643)
Stormwater Buyout Fund	2,454,600	472,094	19%	511,459	(39,364)
Water Fund	7,741,300	4,698,654	61%	5,186,855	(488,200)
Wastewater Fund	15,581,500	2,048,622	13%	1,933,631	114,991
TOTAL	50,868,877	15,598,752	31%	20,700,963	(5,102,211)



General Fund Expenses

	2025 Budgeted	FY 2025 Actual September	% to Budget	FY 2024 Actual September	Comparison 2025 to 2024
Public Affairs	720,095	302,827	42%	463,238	(160,411)
Manager	7,800	-	0%	2,209	(2,209)
Administration - Manager	579,600	549,995	95%	363,988	186,007
IT	699,350	660,305	94%	512,128	148,177
Finance	673,710	523,640	78%	475,384	48,256
Community Development	1,171,380	751,250	64%	623,325	127,925
Central Services	656,900	478,472	73%	616,128	(137,656)
Building & Grounds	430,550	308,911	72%	304,097	4,814
Commuter Parking Lot	51,600	27,354	53%	30,775	(3,421)
Garage	961,396	623,294	65%	508,082	115,211
Engineering	41,200	11,444	28%	13,943	(2,499)
Police - Administration	2,172,105	2,808,339	129%	3,593,513	(785,174)
Police - Records	664,296	505,294	76%	492,621	12,673
Police - Detectives	4,728,735	3,355,912	71%	3,150,382	205,530
Police - Patrol	738,169	814,810	110%	957,337	(142,527)
Fire - Administration	2,283,138	4,231,544	185%	4,226,895	4,649
Garbage	1,927,000	1,401,834	73%	1,216,245	185,589
Public Works - Administration	397,500	540,614	136%	272,149	268,465
Public Works - Traffic	202,000	11,546	6%	99,333	(87,786)
Public Works - Stormsewer	18,250	-	-	933.12	(933.12)
Public Works - Street Maintenance	202,500	667	0%	61,141	(60,474)
Public Works - Forestry	334,750	7,120	2%	41,851	(34,730)
Debt Payments	862,000	-	0%	615,399	(615,399)
Transfers	7,550,500	-	0%	1,559,375	(1,559,375)
Contractual	-	1,922	100%	-	1,922
TOTAL	28,074,524	17,917,094	64%	20,200,472	(2,283,378)

Please note that the three divisions within the Fire department have been consolidated into a single division. The Fire Department now encompasses Administration, Prevention & Protection, and Ambulance/Paramedic.



Other Fund Expenses

	2025 Budgeted	FY 2025 Actual September	% to Budget	FY 2024 Actual September	Comparison 2025 to 2024
Capital Fund	3,434,791	2,188,740	64%	10,533,556	(8,344,816)
DUI Technology Fund	36,000	4,500	13%	17,573	(13,073)
Drug Control Fund	-	800	100%	130	670
TIF 7 - St. Charles Rd.	-	12,455	100%	-	12,455
TIF 6 - N. Ardmore / Vermont	300,000	50,357	17%	56,259	(5,902)
TIF 5 - Kenilworth	701,500	40,136	6%	1,590	38,547
TIF 4 - St. Charles Rd.	10,000	9,512	95%	5,157	4,355
TIF 3 - North Ave.	4,221,500	2,900	0%	-	2,900
MFT Fund	1,097,500	240,625	22%	350,967	(110,342)
Hotel / Motel Tax Fund	120,200	-	0%	91,250	(91,250)
NEDSRA Fund	155,000	93,787	61%	175,266	(81,479)
Recreation Fund	1,599,923	1,167,303	73%	1,044,410	122,893
Parks Fund	2,915,950	1,784,601	61%	1,625,310	159,291
Swimming Pool & Recreation Fund	1,063,217	469,824	44%	179,739	290,085
Debt Service Fund	3,954,200	10,700	0%	662,975	(652,275)
Street Improvement Fund	11,460,430	2,830,814	25%	1,477,382	1,353,432
Capital Projects Fund	3,950,000	246,203	6%	-	246,203
Stormwater Buyout Fund	4,857,025	4,322,940	89%	77,402	4,245,538
Water Fund	7,824,353	4,347,373	56%	3,940,599	406,774
Wastewater Fund	11,756,513	1,303,802	11%	1,180,927	122,875
TOTAL	59,458,102	19,127,374	32%	21,420,492	(2,293,119)



Cash Flow Analysis by Fund

Fund	Unaudited Beginning Balance 1/1/2025	Total Revenues Thru 9/30/2025	Total Expenses Thru 9/30/2025	FY 2025 Cash Balance as of 9/30/2025
General Fund	\$ 16,593,891	\$ 18,804,462	\$ 19,123,345	\$ 16,275,008
Capital Fund	(16,985,601)	55,428	2,188,740	(19,118,913)
DUI Technology Fund	2,839	24,135	4,500	22,474
Drug Control Fund	17,996	7,868	800	25,064
TIF 7 - St. Charles Rd.	(10,700)	-	12,455	(23,155)
TIF 6 - N. Ardmore / Vermont	152,043	61,455	50,357	163,140
TIF 5 - Kenilworth	532,496	155,826	40,136	648,185
TIF 4 - St. Charles Rd.	(148,864)	-	9,512	(158,376)
TIF 3 - North Ave.	4,408,294	684,072	2,900	5,089,466
MFT Fund	(508,684)	751,391	240,625	2,082
Hotel / Motel Tax Fund	162,721	108,963	-	271,684
NEDSRA Fund	262,026	133,809	93,787	302,048
Recreation Fund	285,251	732,325	1,167,303	(149,727)
Parks Fund	(6,668,811)	169,597	1,784,601	(8,283,815)
Swimming Pool & Recreation Fund	81,532	189,705	469,824	(198,587)
Debt Service Fund	944,274	2,019,619	10,700	2,953,193
Street Improvement Fund	2,354,117	1621396.58	2,830,814	1,144,699
Capital Projects Fund	10,295,223	1,663,792	246,203	11,712,811
Equipment Replacement Fund	(1,530,888)	-	-	(1,530,888)
Land & Building Fund	7,157,946	-	-	7,157,946
Building Improvement Fund	(3,257,213)	-	-	(3,257,213)
Stormwater Buyout Fund	(379,624)	472,094	4,322,940	(4,230,470)
Water Fund	5,968,993	4,698,654	4,347,373	6,320,275
Wastewater Fund	1,879,425	2,048,622	1,303,802	2,624,245
TOTAL	\$ 21,608,682	\$ 34,403,214	38,250,719	\$ 17,761,177

\$2,236,401 will be reclassified from the General Fund to the Stormwater Buyout Fund for the reimbursement received from FEMA for the Jackson area pond project.

I have included \$1,206,251 as the remaining amount to be submitted to the Police Pension Fund for this fiscal year, which was not originally budgeted. This figure is based on the \$2,580,038 listed under property tax revenues allocated to the Police Pension Fund.

Capital Projects Update

October 24, 2025

Construction Updates

Harvard (Plymouth to Ridge) Construction work is substantially complete. Only minor punch list work remains, and staff is working with the contractor to coordinate the completion of those remaining efforts. Staff has also agreed to final quantities with the contractor, and a final balancing change order reflecting those agreed upon quantities has been submitted for consideration at the 10/27/2025 Village Board meeting.

Highland (Princeton to Villa) All concrete and landscaping work are complete. Milling of the existing pavement is tentatively expected to take place during the week of 10/27/2025, weather permitting. Structure adjustments will follow milling, along with any necessary pavement patching. After those efforts are complete, final asphalt surface paving will be able to move forward.

Jackson Area Construction of the Jackson Area Improvement Project is now substantially complete, with final asphalt surface paving and sod placement both completed in October. The contractor is now working to complete punch list work, and the establishment period for the new sod is currently running. Besides punch list and sod establishment, the only other remaining items for this project are a final balancing change order and contract closeout.

Ridge Road Drainage Site work is nearly complete, as only some restoration work remains before construction of the project achieves substantial completion. Staff is coordinating the completion of that remaining work.

Sidewalk Program A second round of sidewalk replacement is currently underway as a part the 2025 Sidewalk Program. Most removals are now complete, with the exception of some sidewalk through driveways, which may be left in place to maintain access for residents as long as possible. Installation is following after removal work.

Pavement Maintenance Programs All contractual crack sealing and pavement markings planned for 2025 are now complete. The crack sealing contractor utilized nearly 50,000 pounds of fiber-modified asphalt to seal cracks on asphalt roadway surfaces throughout the village, with typical candidates for this maintenance strategy being those surfaces that are between 5 and 10 years old. The annual pavement marking program included South Ardmore Avenue from Kenilworth to the south village limits and South Summit Avenue from Kenilworth to Harrison. The proposed pavement rejuvenation program, which helps to maintain the viscosity and flexibility of asphalt surfaces, has been submitted for consideration at the 10/27/2025 Village Board meeting. If approved, the work will be performed in the first two weeks of November.



Design & Planning Updates

Ardmore (IL 38 to IL 64) An agreement with engineering consulting firm Civiltech Engineering for Phase 1 preliminary engineering services was approved earlier this year. Topographic survey of the entire 3+ mile corridor has been ongoing since, and is now nearing completion. The village expects to hold the first of several public information meetings for the project after the survey work is fully complete and base sheets have been prepared. The village has been awarded federal Surface Transportation Program (STP) grant funding for improvements to the Ardmore Avenue corridor from Roosevelt Road to North Avenue. Construction, which is still several years away, is expected to be completed as three separate projects, but per requirements established by IDOT, the Phase 1 study of the entire corridor will move forward as a single effort.

Harvard & Jackson Design of this project is currently underway. Bidding is planned for early 2026, with construction tentatively expected to take place in summer of 2026.

Iowa & Michigan (Plymouth to Ridge) Funding to complete the design of these improvements is tentatively budgeted in CY 2026. Staff is considering removing the water main replacement from the scope of the project, as the water system improvements require IEPA loan funding and eliminating the project's reliance on that funding would significantly expedite the timeframe for breaking ground on construction.

Park (Ardmore to Cornell) Design of this project is underway. Construction of this project is tentatively expected to begin after the July 4, 2026, holiday. Construction will be paid for with Motor Fuel Tax (MFT) funds.

Washington Sewer Separation Section 2 Design of this project is underway. The village is seeking low-interest loan funding from the Illinois Environmental Protection Agency (IEPA) for the combined sewer separation efforts that are a necessary part of the scope of the project. Because obtaining loan funding is a competitive and often lengthy process, it will be the controlling factor for determining when the project will go to construction.

Westmore & Wisconsin Design of this project is underway. The village is seeking low-interest loan funding from the Illinois Environmental Protection Agency (IEPA) for the combined sewer separation efforts that are necessary part of the scope of the project. Because obtaining loan funding is a competitive and often lengthy process, it will be the controlling factor for determining when the project will go to construction.

Yale (Jackson to Madison) Staff is working to complete design for this project. Construction is tentatively planned to take place in 2026.





MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: October 27, 2025

SUBJECT: An Ordinance providing for the issue of approximately \$777,600 General Obligation Limited Tax Bonds, Series 2025A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of paying certain outstanding obligations of said Village and financing various capital improvements within said Village, providing for the levy of a direct annual tax to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

RECOMMENDED ACTION:

This ordinance would approve the issuance of Rollover Bonds to pay the debt service on the Village's General Obligation Refund Bonds (Alternative Revenue Source), Series 2017, and General Obligation Bonds (Alternative Revenue Source), Series 2022A. The Rollover Bonds are paid back using our non-home rule debt service extension base (DSEB). The Rollover Bonds will be competitively bid on October 27th, prior to the Village Board meeting.

BACKGROUND:

In 2017, the Village issued alternate revenue bonds to refund TIF 3 debt certificates as part of the strategy to address insufficient TIF 3 revenue. A strategy was developed at that time to levy for portions of the bond issuances annually until the bonds are paid off. The DSEB capacity provides some additional funding for capital purchases, such as vehicles and building improvements.

DISCUSSION:

The results of the competitive bidding will be discussed at the board meeting.

EXTRACT OF MINUTES of a special public meeting of the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, held in the Villa Park Recreation Center, 320 East Wildwood Avenue, Villa Park, Illinois at 7:00 o'clock P.M., on the 27th day of October, 2025.

* * *

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, Kevin Patrick, the President, and the following Trustees were physically present at said location: _____

The following Trustees were allowed by a majority of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was not permitted to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The President announced that a bid had been received from _____, for the purchase of \$ _____ non-referendum general obligation limited tax bonds to be issued by the Village pursuant to the Illinois Municipal Code and the Local Government Debt Reform Act for the purpose of paying certain outstanding obligations of said Village and financing various capital improvements within said Village and that the President and Board of Trustees would consider the adoption of an ordinance providing for the issue of said bonds and the levy of a direct annual tax to pay the principal and interest thereon. The President also summarized the

pertinent terms of said bid and said bonds, including the length of maturity, rates of interest, purchase price and tax levy for said bonds.

Whereupon Trustee _____ presented, _____ explained and there was read by title an ordinance as follows, a copy of which was provided to each Trustee prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE NO. _____

AN ORDINANCE providing for the issue of approximately \$777,600 General Obligation Limited Tax Bonds, Series 2025A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of paying certain outstanding obligations of said Village and financing various capital improvements within said Village, providing for the levy of a direct annual tax to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

* * *

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “*Village*”), is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code (the “*Municipal Code*”), and all laws amendatory thereof and supplementary thereto, including the Local Government Debt Reform Act, as amended (the “*Debt Reform Act*”); and

WHEREAS, the President and Board of Trustees of the Village (the “*Board*”) has heretofore determined and does hereby determine that it is advisable, necessary and in the best interests of the residents of the Village to borrow money for the purpose of financing various capital improvements within the Village (the “*Project*”), in accordance with the preliminary plans and the estimate of cost on file in the office of the Village Clerk of the Village (the “*Village Clerk*”); and

WHEREAS, the estimated cost of the Project, including legal, financial, bond discount, printing and publication costs and other expenses is not less than \$_____, and there are insufficient funds on hand and lawfully available to pay the costs of the Project; and

WHEREAS, the Board has determined that in order to pay the costs of the Project it is necessary and in the best interests of the Village to borrow the sum of \$_____ and issue bonds of the Village therefor (the “*Project Bonds*”); and

WHEREAS, the Village has issued and now has outstanding and unpaid its General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017, and General Obligation

Refunding Bonds (Alternate Revenue Source), Series 2022A (together, the “*Prior Obligations*”); and

WHEREAS, it is necessary and desirable to provide the revenue source for the payment of the principal of and interest on the Prior Obligations on December 15, 2025 (the “*Refunding*”); and

WHEREAS, the Prior Obligations are presently outstanding and unpaid and is binding and subsisting legal obligation of the Village; and

WHEREAS, the Board finds that it does not have sufficient funds on hand for the Refunding, and that the cost thereof will be not less than \$_____, and that it is necessary and for the best interests of the Village that it borrow the sum of \$_____ and issue bonds of the Village to evidence the borrowing (the “*Refunding Bonds*”); and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act, as amended, the President of the Village (the “*President*”), on the 18th day of October, 2024, called a public hearing (the “*Hearing*”) for the 28th day of October, 2024, concerning the intent of the Board to sell bonds in the amount of not to exceed \$1,600,000 to finance the Project and the Refunding (the “*BINA Authorization*”); and

WHEREAS, notice of the Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Villa Park Suburban Life*, the same being a newspaper of general circulation in the Village, and (ii) posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Board, which notice was continuously available for public review during the entire 48-hour period preceding the Hearing; and

WHEREAS, the Hearing was held on the 28th day of October, 2024, and at the Hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 28th day of October, 2024, and at least 7 days have passed since said adjournment; and

WHEREAS, on the 25th day of November, 2024, the Village issued its General Obligation Limited Tax Bonds, Series 2024A (the “*Series 2024A Bonds*”), in the principal amount of \$756,500 pursuant to the BINA Authorization; and

WHEREAS, other than the Series 2024A Bonds, the Village has not issued any bonds pursuant to the BINA Authorization, and the Village is therefore authorized to issue bonds pursuant to the BINA Authorization in a principal amount not to exceed \$843,500; and

WHEREAS, the Board does hereby find and determine that is necessary and in the best interests of the Village to issue the Project Bonds in a principal amount of \$_____, and the Refunding Bonds in a principal amount of \$_____ together as one series of bonds in the principal amount of \$_____ (the “*Bonds*”); and

WHEREAS, the Board does hereby find and determine that upon the borrowing of said sum and the issuance of the Bonds in the amount of \$_____, all in accordance with the provisions of Section 8-5-16 of the Municipal Code, the aggregate outstanding bonds of the Village issued pursuant to said Section, including the bonds herein authorized, will not exceed one-half of one percent of the assessed value of all of the taxable property located within the Village, and accordingly, the Board is authorized to issue such bonds without submitting the question of such issuance to the electors of the Village; and

WHEREAS, the Bonds so authorized shall be issued as limited bonds under the provisions of Section 15.01 of the Debt Reform Act, and as such it is not necessary to submit the proposition of the issuance of the Bonds to the voters of the Village for approval:

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. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization. It is hereby found and determined that the Village has been authorized by law to borrow (i) the sum of \$_____ upon the credit of the Village and as evidence of such indebtedness to issue the Project Bonds in said amount, the proceeds of said bonds to be used for the purpose of paying the cost of the Project, and it is necessary and for the best interests of the Village that there be issued at this time \$_____ of the Project Bonds so authorized, and (ii) the sum of \$_____ upon the credit of the Village and as evidence of such indebtedness to issue the Refunding Bonds in said amount, the proceeds of the Refunding Bonds to be used for the Refunding, and it is necessary and for the best interests of the Village that there be issued at this time \$_____ of the Refunding Bonds so authorized.

Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the Village the sum of \$_____ for the purposes aforesaid; and that the Bonds of the Village shall be issued in said amount and shall be designated “General Obligation Limited Tax Bonds, Series 2025A” (the “Bonds”). The Bonds shall be dated _____, 2025, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$5 each and authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), shall be numbered 1 and upward, and shall become

due and payable (without option of prior redemption) on December 1, 2026, and shall bear interest at the rate per annum of _____%

The Bonds shall bear interest from their date, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on December 1, 2026. Interest on each Bond shall be paid by check or draft of _____ (the "*Bond Registrar*"), payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on November 15, 2026. The principal of the Bonds shall be payable in lawful money of the United States of America at the principal office of the Bond Registrar.

The Bonds shall be signed by the manual or facsimile signature of the President and be attested by the manual or facsimile signature of the Village Clerk, as they shall determine, and the seal of the Village shall be affixed thereto or printed thereon, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar, as authenticating agent of the Village for the Bonds and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed

by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 4. Registration of Bonds; Persons Treated as Owners. (a) *General.* The Village shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees, or in the case of any exchange, the registered owner, a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on November 15, 2026, and ending at the opening of business on December 1, 2026.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

(b) *Global Book-Entry System.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds determined as described in Section 3 hereof. If requested by the Purchaser (as hereinafter defined), upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto ("*Cede*"), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns ("*DTC*"). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. Any officer of the Village who is a signatory on the Bonds, along with the Finance Director of the Village, is authorized to execute and deliver, on behalf of the Village, such letters to or agreements with DTC as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "*Representation Letter*"), which

Representation Letter may provide for the payment of principal of or interest on the Bonds by wire transfer.

With respect to Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to the principal of or interest on the Bonds. The Village and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village’s obligations with respect to payment of the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other

than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the provisions in Section 3 hereof with respect to the payment of interest to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Cede" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At that time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 4(a) hereof.

Notwithstanding any other provisions of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the name provided in the Representation Letter.

Section 5. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through [9] shall be inserted immediately after paragraph [1]:

[Form of Bond — Front Side]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF DUPAGE

VILLAGE OF VILLA PARK

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2025A

See Reserve Side for Additional Provisions

Interest	Maturity	Dated
Rate: _____%	Date: December 1, 2026	Date: December __, 2025

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS, that the Village of Villa Park, DuPage County, Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on December 1, 2026, until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America at the principal corporate trust office of _____, as bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the November 15, 2026, and shall be paid by check or draft

of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Although this Bond constitutes a general obligation of the Village and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Law*"). The Law provides that the annual amount of the taxes to be extended to pay the issue of Bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) heretofore and hereafter issued by the Village shall not exceed the debt service extension base (as defined in the Law) of the Village (the "*Base*"), as more fully described in the proceedings of the Village providing for the issue of this Bond. Payments on the Bonds from the Base will be made on a parity with the payments on the outstanding limited bonds heretofore issued by the Village. The Village is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, said Village of Villa Park, DuPage County, Illinois, by its President and Board of Trustees, has caused its corporate seal to be hereunto affixed or printed hereon, and this Bond to be signed by the manual or duly authorized facsimile signature of the President and be attested by the manual or duly authorized facsimile signature of the Village Clerk, all as of the Dated Date identified above.

SPECIMEN

President

ATTEST:

SPECIMEN

Village Clerk

[SEAL]

Date of Authentication: _____, 2025

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

_____,

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Limited Tax Bonds, Series 2025A, of the Village of Villa Park, DuPage County, Illinois.

_____,
as Bond Registrar

By _____
Authorized Officer

[Form of Bond — Reverse Side]

VILLAGE OF VILLA PARK

DUPAGE COUNTY, ILLINOIS

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2025A

[6] This Bond is one of a series of bonds issued by the Village for the purpose of paying outstanding obligations of the Village and financing various capital improvements within the Village and for the payment of the expenses incident thereto, pursuant to and in full compliance with the provisions of the Illinois Municipal Code, the Local Government Debt Reform Act, and all laws amendatory thereof and supplementary thereto, and is authorized by the President and Board of Trustees of the Village by an ordinance duly and properly adopted for that purpose, in all respects as provided by law.

[7] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar in _____, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Bond.

Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[8] The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on November 15, 2026 and ending at the opening of business on December 1, 2026.

[9] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, and interest due hereon and for all other purposes and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Sale of Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and shall be deposited with the Treasurer of the Village (the “*Treasurer*”), and be by the Treasurer delivered to _____ (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being \$ _____; the contract for the sale of the Bonds heretofore entered into (as evidenced by an executed bid, the “*Purchase Contract*”) is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the Village and that no person holding any office of the Village, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Village of any Term Sheet relating to the Bonds (the “*Term Sheet*”), in substantially the form now before the Board, is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, the Term Sheet and the Bonds.

Section 7. Tax Levy. In order to provide for the collection of a direct annual tax to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there be and there is hereby levied upon all the taxable property within the Village a direct annual tax for each of the years while the Bonds or any of them are outstanding, and that there be and there is hereby levied upon all of the taxable property in the Village, the following direct annual tax, to-wit:

FOR THE YEAR	A TAX TO PRODUCE THE SUM OF:	
2025	\$	for interest and principal up to and including December 1, 2026

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The Village covenants and agrees with the Purchaser and the holders of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy and the Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected

as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

Section 8. Filing of Ordinance. Forthwith upon the passage and effective date of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk of The County of DuPage, Illinois (the “*County Clerk*”), and it shall be the duty of the County Clerk in and for the year 2025 to ascertain the rate necessary to produce the tax herein levied, and extend the same for collection on the tax books against all of the taxable property within the Village in connection with other taxes levied in each of said years for Village purposes, in order to raise the respective amounts aforesaid and in each of said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for general purposes of the Village, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated “General Obligation Limited Tax Bonds, Series 2025A, Bond Fund” (the “*Bond Fund*”), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 9. Limitation on Extension; General Obligation Pledge; Additional Obligations. Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) hereafter issued by the Village shall not exceed the debt service extension base (as defined in the Property Tax Extension Limitation, as amended) of the Village (the “*Base*”).

No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the Village.

The Village is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds.

Section 10. Use of Bond Proceeds. Accrued interest received on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. The principal proceeds of the Bonds and any premium received from the sale of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds, for the purpose of paying the cost of the Project and for the purpose of providing the revenue source for the payment of interest on the Prior Obligations on December 15, 2025, and of that portion thereof not needed to pay such costs of issuance, (i) \$_____ is hereby ordered deposited into the fund or funds established in connection with the issuance of the Prior Obligations to pay said debt service, and (ii) the balance of said portion is hereby ordered deposited into the Capital Improvement Account of the Village.

At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the Village from the proceeds of the Bonds.

Section 11. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*"), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from Federal income taxation for interest paid on the Bonds, under present rules,

the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 12. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the Village hereby declares its intent to reimburse such expenditures and hereby allocates

proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 13. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 14. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar's standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds.

Section 15. Record-Keeping Policy and Post-Issuance Compliance Matters. It is necessary and in the best interest of the Village to maintain sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the Bonds and other debt obligations of the Village, the interest on which is excludable from "gross income" for federal income tax purposes (such as the Bonds) or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds (including the Bonds, the "*Tax Advantaged Obligations*").

Further, it is necessary and in the best interest of the Village that (i) the Board adopt policies with respect to record-keeping and post issuance compliance with the Village's covenants related to its Tax Advantaged Obligations and (ii) the Compliance Officer (as hereinafter defined) at least annually review the Village's Contracts (as hereinafter defined) to determine whether the Tax Advantaged Obligations comply with the federal tax requirements applicable to each issue of the Tax Advantaged Obligations. The Board and the Village hereby adopt the following Record-Keeping Policy and, in doing so, amend any similar Record-Keeping Policy or Policies heretofore adopted:

(a) *Compliance Officer Is Responsible for Records.* The Village Treasurer (the "Compliance Officer") is hereby designated as the keeper of all records of the Village with respect to each issue of the Tax Advantaged Obligations, and such officer shall report to the Board at least annually that he/she has all of the required records in his/her possession, or is taking appropriate action to obtain or recover such records.

(b) *Closing Transcripts.* For each issue of Tax Advantaged Obligations, the Compliance Officer shall receive, and shall keep and maintain, a true, correct and complete counterpart of each and every document and agreement delivered in connection with the issuance of the Tax Advantaged Obligations, including without limitation (i) the proceedings of the Village authorizing the Tax Advantaged Obligations, (ii) any offering document with respect to the offer and sale of the Tax Advantaged Obligations, (iii) any legal opinions with respect to the Tax Advantaged Obligations delivered by any lawyers, and (iv) all written representations of any person delivered in connection with the issuance and initial sale of the Tax Advantaged Obligations.

(c) *Arbitrage Rebate Liability.* The Compliance Officer shall review the agreements of the Village with respect to each issue of Tax Advantaged Obligations and shall prepare a report for the Board stating whether or not the Village has any rebate liability to the United States Treasury and setting forth any applicable exemptions that each issue of Tax Advantaged Obligations may have from rebate liability. Such report shall be updated annually and delivered to the Board.

(d) *Recommended Records.* The Compliance Officer shall review the records related to each issue of Tax Advantaged Obligations and shall determine what requirements the Village must meet in order to maintain the tax-exemption of interest paid on its Tax Advantaged Obligations, its entitlement to direct payments by the United States Treasury of the applicable percentages of each interest payment due and owing on its Tax Advantaged Obligations, and applicable tax credits or other tax benefits arising from its Tax Advantaged Obligations. The Compliance Officer shall then prepare a list of the

contracts, requisitions, invoices, receipts and other information that may be needed in order to establish that the interest paid on the Tax Advantaged Obligations is entitled to be excluded from “gross income” for federal income tax purposes, that the Village is entitled to receive from the United States Treasury direct payments of the applicable percentages of interest payments coming due and owing on its Tax Advantaged Obligations, and the entitlement of holders of any Tax Advantaged Obligations to any tax credits or other tax benefits, respectively. Notwithstanding any other policy of the Village, such retained records shall be kept for as long as the Tax Advantaged Obligations relating to such records (and any obligations issued to refund the Tax Advantaged Obligations) are outstanding, plus three years, and shall at least include:

(i) complete copies of the transcripts delivered when any issue of Tax Advantaged Obligations is initially issued and sold;

(ii) copies of account statements showing the disbursements of all Tax Advantaged Obligation proceeds for their intended purposes, and records showing the assets and other property financed by such disbursements;

(iii) copies of account statements showing all investment activity of any and all accounts in which the proceeds of any issue of Tax Advantaged Obligations has been held or in which funds to be used for the payment of principal of or interest on any Tax Advantaged Obligations has been held, or which has provided security to the holders or credit enhancers of any Tax Advantaged Obligations;

(iv) copies of all bid requests and bid responses used in the acquisition of any special investments used for the proceeds of any issue of Tax Advantaged Obligations, including any swaps, swaptions, or other financial derivatives entered into in order to establish that such instruments were purchased at *fair market value*;

(v) copies of any subscriptions to the United States Treasury for the purchase of State and Local Government Series (SLGS) obligations;

(vi) any calculations of liability for *arbitrage rebate* that is or may become due with respect to any issue of Tax Advantaged Obligations, and any calculations prepared to show that no arbitrage rebate is due, together, if applicable, with account statements or cancelled checks showing the payment of any rebate amounts to the United States Treasury together with any applicable IRS Form 8038-T; and

(vii) copies of all contracts and agreements of the Village, including any leases (the “*Contracts*”), with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations effective at any time when such Tax Advantaged Obligations are, will or have been outstanding. Copies of contracts covering no more than 50 days of use and contracts related to Village employees need not be retained.

(e) *IRS Examinations or Inquiries.* In the event the IRS commences an examination of any issue of Tax Advantaged Obligations or requests a response to a compliance check, questionnaire or other inquiry, the Compliance Officer shall inform the Board of such event and is authorized to respond to inquiries of the IRS, and to hire outside, independent professional counsel to assist in the response to the examination or inquiry.

(f) *Annual Review.* The Compliance Officer shall conduct an annual review of the Contracts and other records to determine for each issue of Tax Advantaged Obligations then outstanding whether each such issue complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans. The Compliance Officer is expressly authorized, without further official action of the Board, to hire outside, independent professional counsel to assist in such review. To the extent that any violations or potential violations of federal tax requirements are discovered incidental to such review, the Compliance Officer may make recommendations or take such actions as the Compliance Officer shall reasonably deem necessary to assure the timely correction of such violations or potential violations through remedial actions described in the United States Treasury Regulations, or the Tax Exempt Bonds Voluntary Closing Agreement Program described in Treasury Notice 2008-31 or similar program instituted by the IRS.

(g) *Training.* The Compliance Officer shall undertake to maintain reasonable levels of knowledge concerning the rules related to tax-exempt bonds (and build America bonds and tax credit bonds to the extent the Village has outstanding build America bonds or tax-credit bonds) so that such officer may fulfill the duties described in this Section. The Compliance Officer may consult with counsel, attend conferences and presentations of trade groups, read materials posted on various web sites, including the web site of the Tax-Exempt Bond function of the IRS, and use other means to maintain such knowledge. Recognizing that the Compliance Officer may not be fully knowledgeable in this area, the Compliance Officer may consult with outside counsel, consultants and experts to assist him or her in exercising his or her duties hereunder. The Compliance Officer will endeavor to make sure that the Village's staff is aware of the need for continuing compliance. The Compliance Officer will provide copies of this Ordinance and the Tax Exemption Certificate and Agreement or other applicable tax documents for each series of Tax Advantaged Obligations then currently outstanding (the "*Tax Agreements*") to staff members who may be responsible for taking actions described in such documents. The Compliance Officer should assist in the education of any new Compliance Officer and the transition of the duties under these procedures. The Compliance Officer will review this Ordinance and each of the Tax Agreements periodically to determine if there are portions that need further explanation and, if so, will attempt to obtain such explanation from counsel or from other experts, consultants or staff.

(h) *Amendment and Waiver.* The procedures described in this Section are only for the benefit of the Village. No other person (including an owner of a Tax Advantaged Obligation) may rely on the procedures included in this Section. The Village may amend this Section and any provision of this Section may be waived, without the consent of the holders of any Tax Advantaged Obligations and as authorized by passage of a resolution

or ordinance by the Board. Additional procedures may be required for Tax Advantaged Obligations the proceeds of which are used for purposes other than capital governmentally owned projects or refundings of such, including tax increment financing bonds, bonds financing output facilities, bonds financing working capital, or private activity bonds. The Village also recognizes that these procedures may need to be revised in the event the Village enters into any derivative products with respect to its Tax Advantaged Obligations.

Section 16. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 17. Repealer and Effective Date. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect immediately upon its passage and approval.

ADOPTED by the President and Board of Trustees on October 27, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED on October 27, 2025.

President, Village of Villa Park,
DuPage County, Illinois

RECORDED in the Village Records on October 27, 2025.

Attest:

Village Clerk, Village of Villa Park,
DuPage County, Illinois

[SEAL]

Trustee _____ moved and Trustee _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full and complete discussion thereof, the President directed that the roll be called
for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____
_____.

Whereupon, the President declared the motion carried and said ordinance was adopted and
approved by the President, and the President directed the Village Clerk to record the same in full
in the records of the President and Board of Trustees of the Village of Villa Park, DuPage County,
Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk, Village of Villa Park
DuPage County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Villa Park, DuPage County, Illinois (the “*Village*”), and as such official I am the keeper of the records and files of the Village and the President and Board of Trustees (the “*Board*”) thereof.

I do further certify that the foregoing constitutes a full, true, and complete transcript of the minutes of the meeting of the Board held on the 27th day of October, 2025, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE providing for the issue of approximately \$777,600 General Obligation Limited Tax Bonds, Series 2025A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of paying certain outstanding obligations of said Village and financing various capital improvements within said Village, providing for the levy of a direct annual tax to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

a true, correct, and complete copy of which said ordinance as adopted at the meeting appears in the foregoing transcript of the minutes.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 72 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said meeting, that said agenda contained a separate specific item concerning the proposed adoption of said ordinance, a true, correct and complete copy of the agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board has complied with all of the applicable provisions of said Act and said Code and its procedural rules in the adoption of said ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village,
this 27th day of October, 2025.

Village Clerk

[SEAL]

[Attach Exhibit A]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois (the “*County*”), and as such official I do further certify that on the ____ day of _____, 2025, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE providing for the issue of approximately \$777,600 General Obligation Limited Tax Bonds, Series 2025A, of the Village of Villa Park, DuPage County, Illinois, for the purpose of paying certain outstanding obligations of said Village and financing various capital improvements within said Village, providing for the levy of a direct annual tax to pay the principal of and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

duly adopted by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, on the 27th day of October, 2025, and the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of _____, 2025.

County Clerk of The County of DuPage,
Illinois

[SEAL]



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Assistant Village Manager

DATE: October 27, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Grant Agreement with the State of Illinois Department of Commerce & Economic Opportunity for Grant Number 24-203586 in the Amount of \$140,000.00

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute a grant agreement with the State of Illinois Department of Commerce & Economic Opportunity (DCEO). DCEO has awarded the Village a grant in the amount of \$140,000.00 to use for all costs associated with sidewalk replacements. Staff recommends approval of a resolution to execute a grant agreement with DCEO for a grant amount of \$140,000.00

BACKGROUND:

The Village had a growing list of sidewalk replacements needed along with a backlog of residents on the 50/50 program. The grant will be used to supplement the construction costs for the sidewalk replacements as part of the 2025 Sidewalk Program. Davis Concrete Construction Co. was awarded the contract for the 2025 Sidewalk Program in the amount of \$288,352.00. With this grant money, additional sidewalk removal and replacement was added to the scope of the project with Partial Change Order Number 01 due to Davis Concrete Construction Co.'s bid coming in well under the Village's sidewalk budget for CY 2025, resulting in a net addition to the contract of \$105,500.00. This change order has allowed the Village to shrink the backlog of residents on the 50/50 program and improve sidewalks throughout the Village.

DISCUSSION:

The village has been awarded grant funding of up to \$140,000.00 to use for all costs associated with sidewalk replacements through DCEO. Funding for the remaining balance of construction costs would be taken from the Capital Projects Fund 64..

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Grant Agreement with the State of Illinois Department of Commerce & Economic Opportunity for Grant Number 24-203586 in the Amount of \$140,000.00

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 grant application for funding opportunity number SD240315 with State of Illinois Department of Commerce & Economic Opportunity ("*DCEO*"). DCEO has accepted the grant application and awarded the Village with Grant Number 24-203586 in the amount of \$140,000.00 to use for all costs associated with sidewalk replacement; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed DCEO's proposed grant agreement (the "*Grant Agreement*"), and believe it is in the best interests of the Village and its residents to enter into the Grant Agreement attached hereto, in order to facilitate the 2025 Sidewalk Program.

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 Grant Agreement between the Village of Villa Park and DCEO an Illinois department, 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 27 day of October, 2025, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this 27 day of October, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
Village of Villa Park**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Village of Villa Park (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

VILLAGE OF VILLA PARK

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Kevin Patrick

Printed Title: Village President

Email: presidentpatrick@invillapark.com

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **10/01/2025** and expires on **09/30/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$140,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. If applicable, the State Award Identification Number (SAIN) is 1758-61645.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **TGAKEG77EJE1** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: **366006132** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	
☒ Governmental Unit	☐ P = partnership
☐ Estate or Trust	☐ C = corporation

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in PART TWO or PART THREE. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI

BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU), or on Exhibit E pursuant to specific conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, to the greatest extent practicable and consistent with law, Grantee must, under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property (including equipment), or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.12. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.13. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.14. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.15. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:

The Grantee is a governmental entity which provides essential public services to citizens of the Village of Villa Park in DuPage County.

Grant funds will be utilized for a portion of the costs, including any that are prior incurred, associated with the implementation of sidewalk replacements at various Grantee owned locations within the municipal boundaries of the Village of Villa Park, Illinois. Funds from this Grant will be used for the removal of the existing sidewalk portions, earth excavation to the subgrade to ensure grading compliance with all Federal, State and Local requirements, placement of aggregate base, storm sewer piping, detectable warnings, and placement of Portland concrete. Grant Funds will also be used for minimal landscaping of topsoil and sod to restore in parkways damaged via the replacement of the sidewalk; and the restoration of Hot Mix Asphalt to provide for transitions to existing driveways where sidewalk was replaced through a driveway approach. Several areas are out of compliance and the sidewalks have deteriorated well beyond their useful life. This project will remediate these safety and compliance issues. All other costs associated with the completion of the project will be paid via the use of other funding sources.

Specifically, Grant funds will include a portion of the costs associated with the project as follows:

- **Paving/Concrete/Masonry** – to include costs associated with the purchase and installation of bondable items such as: detectable warnings: concrete for sidewalks, curb and gutter, and driveway aprons, and Hot Mix Asphalt for existing driveways.
- **Excavation/Site Prep/Demo** – to include costs associated with the removal of old sidewalk and driveway pavement, and earth excavation.
- **Plumbing** – to include costs associated with the purchase and installation of bondable items such as: PVC storm sewer pipe and related materials.
- **Other Construction Expenses** – to include the purchase and construction costs for topsoil placement and the placement of sod in project areas.

The completion of this project will benefit the public by providing new and safer sidewalks for pedestrians. The project will also bring the Grantee into compliance and greatly improve accessibility for all residents.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Kevin Patrick
Title: Village President
Address: 20 South Ardmore Avenue
Villa Park, IL 60181-2610

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Alex Fuller
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-782-9988
TTY#: (800) 785-6055
Email: Alex.Fuller@Illinois.gov
Address:

GRANTEE CONTACT

Name: Michael Guerra
Title: Director of Public Works
Address: 20 South Ardmore Avenue
Villa Park, IL 60181-2610
Phone: 630-834-8505
TTY#: N/A
Email: mguerra@invillapark.com
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Sam Huston
Email: samuel.huston@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

ICQ Section:	03 - Financial and Programmatic Reporting
Conditions:	Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.
Timeframe:	One year.

There were no conditions resulting from the Programmatic Risk Assessment.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but result in an increase of ten percent (10%) or more to any expenditure category of the current approved Budget, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Grant Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

ARTICLE XXX ADDITIONAL MODIFICATION PROVISIONS

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled 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.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled 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.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

ARTICLE XXXVI REPORT DELIVERABLE SCHEDULE

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

January 2026

- Quarterly Periodic Financial Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager
- Quarterly Periodic Performance Report (01/30/2026) - Covering Period of 10/01/2025 - 12/31/2025; Send To: Grant Manager

April 2026

- Quarterly Periodic Financial Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2026) - Covering Period of 01/01/2026 - 03/31/2026; Send To: Grant Manager

July 2026

- Quarterly Periodic Financial Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2026) - Covering Period of 04/01/2026 - 06/30/2026; Send To: Grant Manager

October 2026

- Quarterly Periodic Financial Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (10/30/2026) - Covering Period of 07/01/2026 - 09/30/2026; Send To: Grant Manager

February 2027

- Quarterly Periodic Financial Report (02/01/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (02/01/2027) - Covering Period of 10/01/2026 - 12/31/2026; Send To: Grant Manager

April 2027

- Quarterly Periodic Financial Report (04/30/2027) - Covering Period of 01/01/2027 - 03/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (04/30/2027) - Covering Period of 01/01/2027 - 03/31/2027; Send To: Grant Manager

July 2027

- Quarterly Periodic Financial Report (07/30/2027) - Covering Period of 04/01/2027 - 06/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (07/30/2027) - Covering Period of 04/01/2027 - 06/30/2027; Send To: Grant Manager

November 2027

- Quarterly Periodic Financial Report (11/01/2027) - Covering Period of 07/01/2027 - 09/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (11/01/2027) - Covering Period of 07/01/2027 - 09/30/2027; Send To: Grant Manager
- End of grant Closeout Financial Report (11/15/2027) - Covering Period of 10/01/2025 - 09/30/2027; Send To: Grant Manager
- End of grant Closeout Performance Report (11/15/2027) - Covering Period of 10/01/2025 - 09/30/2027; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

	AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
<u>X</u>	Illinois State Historic Preservation Office	<u>X</u>	<u> </u>
<u> </u>	Illinois Dept. of Agriculture	<u> </u>	<u> </u>
<u>X</u>	Illinois Dept. of Natural Resources	<u>X</u>	<u> </u>
<u> </u>	Illinois Environmental Protection Agency	<u> </u>	<u> </u>
<u> </u>	NONE APPLICABLE		

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor’s obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor’s Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The “estimated total project cost” is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor’s website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (“BEP”) (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor’s bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agency:	Illinois Department of Commerce and Economic Opportunity	State FY:	2026
Grantee:	Village of Villa Park	UEI #:	TGAEKG77EJE1
NOFO Number:		CSFA Number:	
		Grant Number:	24-203586
CSFA Description:			

Section A: State of Illinois Funds

Summary

Detail

Revenues

State of Illinois Grant Amount Requested \$140,000.00

Budget Expenditure Categories

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)		
7. Consultant (200.459)		
8. Construction	\$140,000.00	
1219 PAVING/CONCRETE/MASONRY		\$89,650.00
1225 EXCAVATION/SITE PREP/DEMO		\$32,350.00
1229 PLUMBING		\$6,000.00
1233 OTHER CONSTRUCTION EXPENSES		\$12,000.00
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)		
16. Total Direct Costs (add lines 1-15)	\$140,000.00	\$140,000.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$140,000.00	\$140,000.00

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 15% modified total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- 1) ☐ Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- 2a) ☐ Our Organizations currently has a Negotitated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendiz IV(c)(2)(c).
- 2b) ☐ Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- 3) ☐ Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 15% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CRF 200.414 (C)(4)(f) and 200.68.
- 4) ☐ For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.
- 5) ☒ No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:

Grantee:

NOFO Number:

Grant Number:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Institution/Organization: _____

Signature: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: October 27, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois Authorizing and Approving a Memorandum of Understanding with the Illinois Railway Museum Regarding the Donation of a 1914 Chicago Aurora & Elgin Train Car.

RECOMMENDED ACTION:

This Resolution would confirm the Village's intent to accept the donation of an antique train car from the Illinois Railway Museum for historical preservation and public display. The memorandum of understanding (MOU) would be developed into a more detailed agreement as more specifics are known. Staff recommends approval.

BACKGROUND:

Ralph DiFebo, a board member of the Illinois Prairie Path (IPPC), has been coordinating with the Illinois Railway Museum regarding the possible donation of a 1914 Chicago Aurora & Elgin train car to the Village. The Illinois Railway Museum would donate the car free of cost, but the Village would pay the costs associated with transporting it, as well as the preparation of the display site and the eventual restoration of the car. However, the Village has also received oral commitments from various sources regarding additional donations of funds and services to assist the Village. A presentation from DiFebo, including pictures of the car and what it could look like after restoration, is included in the packet.

DISCUSSION:

The MOU is a basic document to demonstrate the Village's commitment to the Illinois Railway Museum. This draft includes a provision conditioning the donation on the Village's commitment of \$100,000 in the FY26 budget toward the relocation of the train car.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AUTHORIZING AND APPROVING A MEMORANDUM OF
UNDERSTANDING WITH THE ILLINOIS RAILWAY MUSEUM REGARDING THE
DONATION OF A 1914 CHICAGO AURORA & ELGIN TRAIN CAR**

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 Illinois Railway Museum has offered to donate a historic 1914 Chicago Aurora & Elgin train car (“*Car 321*”) to the Village; and

WHEREAS, the Village desires to acquire and restore Car 321; 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 a memorandum of understanding with the Illinois Railway Museum to memorialize the Village’s commitment to accepting the donation of Car 321 for the purpose of historical preservation and public display within the Village.

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 memorandum of understanding by and between the Illinois Railway Museum and the Village of Villa Park (the “*MOU*”), 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 MOU.

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

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the **Illinois Railway Museum** (hereinafter "IRM") and the **Village of Villa Park, Illinois** (hereinafter "Village") (collectively, the "Parties").

WHEREAS, the IRM is the owner of a historic Chicago Aurora & Elgin rail car, designated as "Car 321," built in 1914; and

WHEREAS, the Village desires to acquire said rail car for historical preservation and public display within the Village of Villa Park (the "Project"); and

WHEREAS, the IRM is willing to donate Car 321 to the Village under the terms and conditions set forth herein.

NOW, THEREFORE, BE IT KNOWN, the parties agree as follows:

1. **Donation of Rail Car:** The IRM hereby agrees to donate Chicago Aurora & Elgin rail car, Car 321 (including "trucks"), built in 1914, to the Village of Villa Park.
2. **Acceptance by Village:** The Village agrees to accept the donation of Car 321 for the purpose of historical preservation and public display.
3. **Conditions of Agreement:** This agreement is made contingent upon and subject to:
 - (a) The Village Board's approval of the Village's 2026 budget appropriating at least \$100,000.00 toward the Project; and
 - (b) The Parties' execution of a more detailed agreement, which shall include pledges from third-parties to provide additional funds, resources, and/or services to facilitate the Project.
4. **Effective Date:** This MOU shall take effect on January 1st, 2026, provided that the conditions set forth in Section 3 have been met.
5. **Transportation and Costs:** The Village shall be responsible for all costs associated with the transportation of Car 321 from the IRM's property to its intended location within the Village of Villa Park, including but not limited to, loading, permits, and delivery. The Village may obtain financial assistance from other sources, but in no event shall IRM be responsible for such transportation costs.
6. **"As Is" Condition:** The Village acknowledges and agrees that Car 321 is being donated in "as is" condition, and the IRM makes no warranties or representations regarding its condition or suitability for any particular purpose.
7. **Governing Law:** This MOU shall be governed by and construed in accordance with the laws of the State of Illinois.

[Continued on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date of their respective signatures.

Illinois Railway Museum

By:
Name:
Title:
Date:

Village of Villa Park, Illinois

By:
Name: Kevin Patrick
Title: Village President
Date:

Bring CA&E Car 321 Home to Villa Park as a Monument

Ralph DiFebo

7/12/2025

IPPc director & project lead



“Some Restoration Needed”

- Car 321 Facts

- Length 55’
- Width 8.9’
- Height 13’
- Weight 9.5 Tons
- Year Built 1914

These pictures were taken several years ago. The car has deteriorated somewhat and will need some repairs and paint. The car has been stored in a barn and the inside of the car is being used as equipment and tool storage.



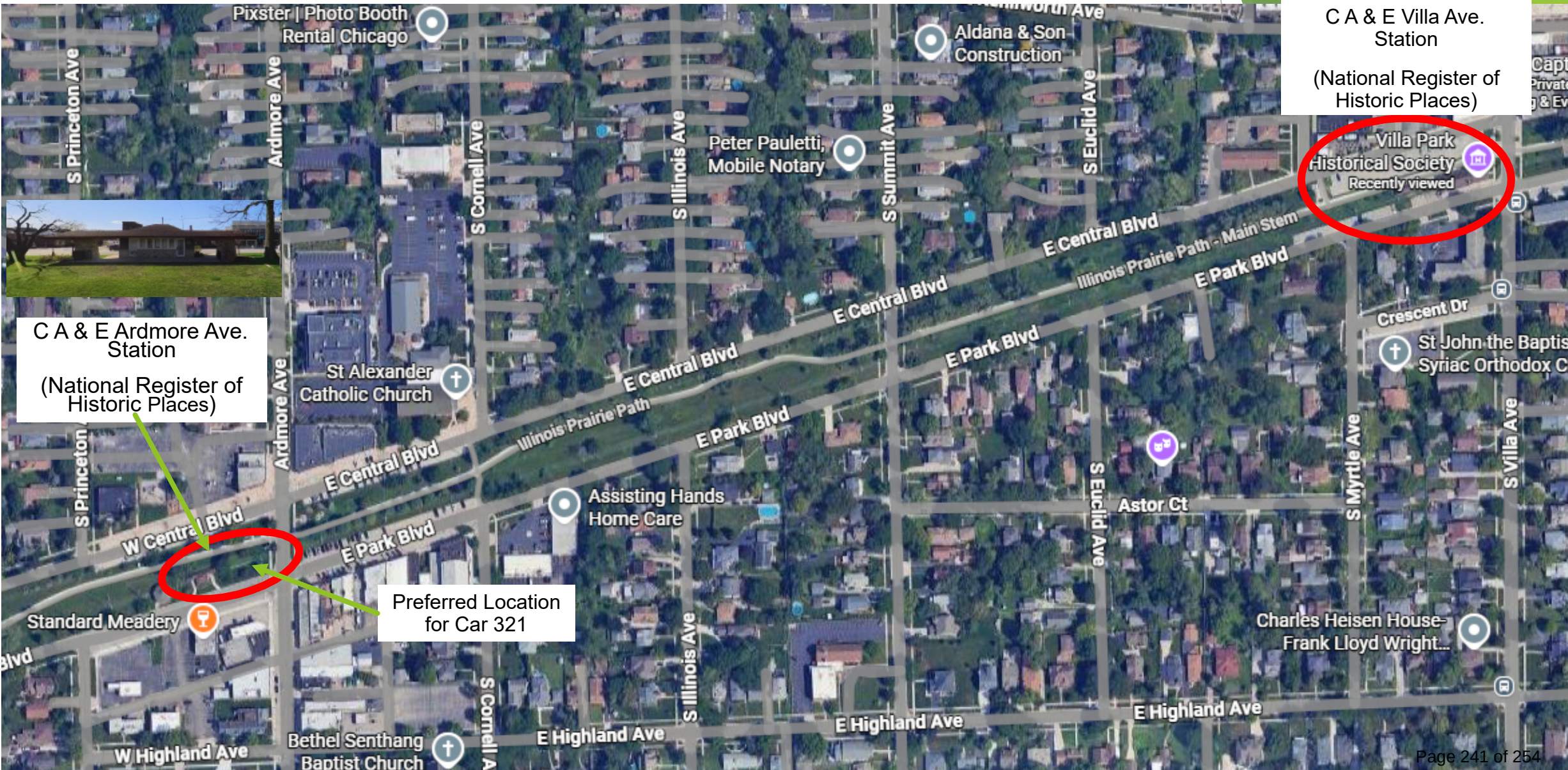
Where will Car 321 be located?



C A & E Villa Ave.
Station

(National Register of
Historic Places)

Villa Park
Historical Society
Recently viewed

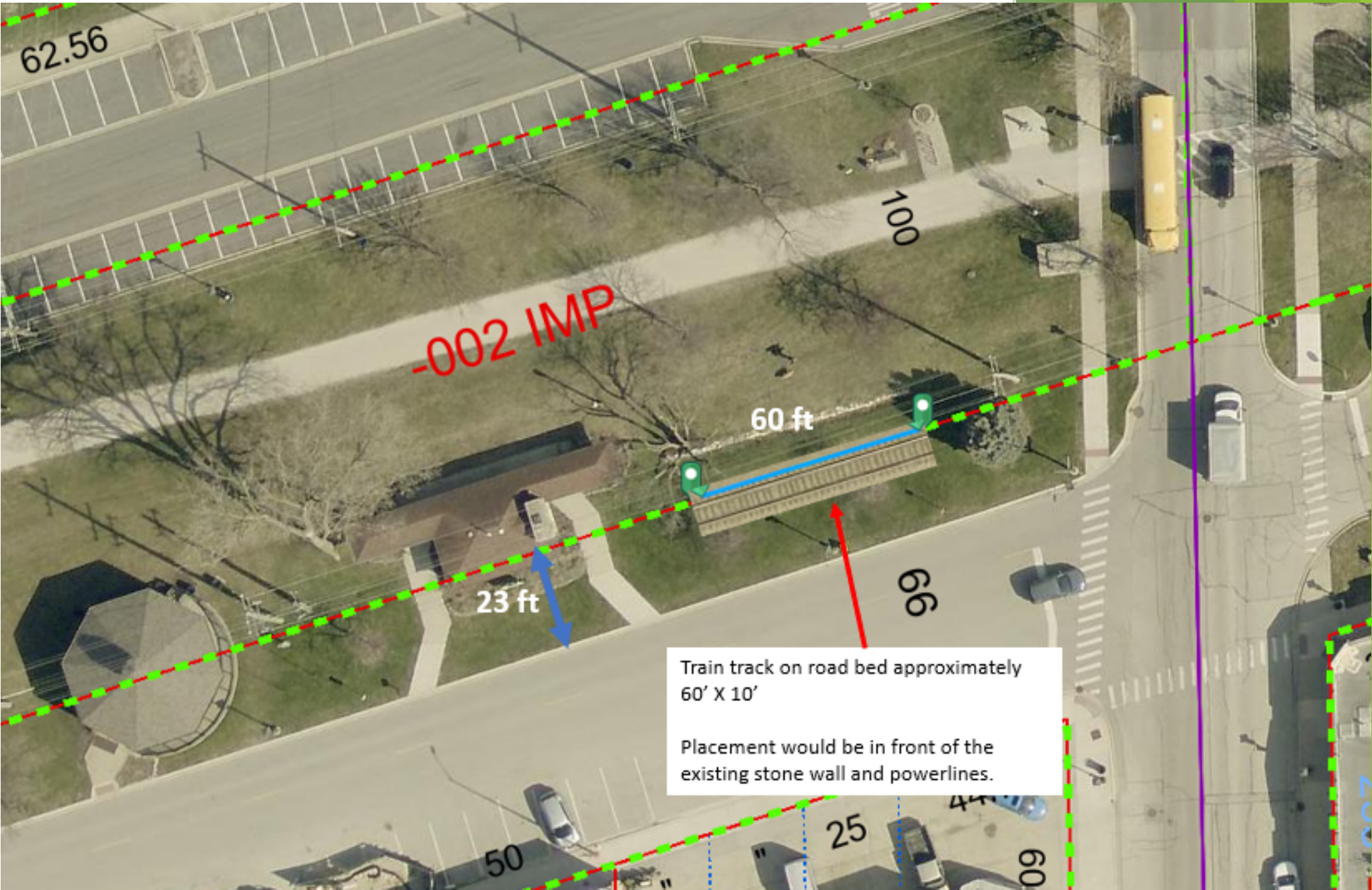


C A & E Ardmore Ave.
Station

(National Register of
Historic Places)

Preferred Location
for Car 321

Preferred
Site



Our Team is prepared to create a monument to the CA&E Railroad (2026) in Villa Park

- ◆ What happens when Car 321 is donated?
 - ◆ Arrange for its transport to Villa Park
 - ◆ Install roadbed and track
 - ◆ Restore its exterior and roof
 - ◆ Secure and clean its interior / reserve options for future interior remodeling.
 - ◆ Create a station roof over it
 - ◆ Create a park around Car 321
 - ◆ Include it in Villa Park's security camera system and illuminate it.
 - ◆ Install a plaque commemorating the organizations and volunteers that have contributed to this monument.

Thank you for your generosity.

The IPPc appreciates our partnerships with the Illinois Railway Museum,
Fox River Trolley Museum, Village of Villa Park, & the Villa Park Historical Society.
All parties are very excited about this project.

Thank you for your time and consideration. Questions?



Current Photos of Car 321



ELECTRIC INTERURBAN CAR BUILT 1914 CHICAGO AURORA AND ELGIN #321

Chicago Aurora & Elgin #321 Liveries

1914-1924 Pullman Green

1924-1932 Dark Red

1932-1941 Maroon Cream & Tan

1941-1950 Blue Red & Light Grey

1950-1957 Red & Light Grey

Car #321 is shown here in the yards at Wheaton in 1941. It was then in the blue and grey paint scheme (like #309).

COUPLERS AND BRAKES

You will notice that these cars are not equipped with the usual knuckle couplers used by standard railroads. These are Van Dorn couplers, and they were used by some electric lines because they are lighter in weight, work better on sharp curves, and cannot uncouple vertically. They are too weak for use on mainline freight trains but sufficient for electric passenger service.

The CA&E actually used three different kinds of couplers simultaneously: the wooden passenger cars were equipped with Van Dorns, the steel passenger cars with Tomsen couplers (such as the couplers on Indiana RR car #65 across the aisle), and the freight and work equipment with conventional knuckle couplers (like the sleeper cab locomotive across the aisle). Different types could not normally be coupled together, but adapters were available in an emergency.

However, the braking systems on these cars are much the same as used even today on mainline railroads. The air brakes on each car in the train are connected by the hoses under the couplers. Air is pumped into the line to charge the system and release the brakes. The brakes are applied by reducing the pressure in the train line, so the brakes will be applied automatically if a hose breaks or gains other sort of problem develops, making this a "fail safe" system. And an emergency cord on each car can be used to open a valve and set the brakes.

Preserved Chicago Aurora & Elgin Equipment

Type	No.	Year	Builder	Location
Work equipment (blue car)	11	1900	Bell	FRIM
Wooden passenger cars:	20	1902	Niles	FRIM
	36	1903	Stephenson	TUSA
	501	1906	Niles	TUSA
	506	1906	Niles	ERM
	509	1907	Hisco	ERM
	515	1909	Kohman	FRIM
	526	1913	Jewett	FRIM
	527	1913	Jewett	FRIM
	529	1914	Jewett	TUSA
	528	1914	Jewett	MEHM
	531	1914	Jewett	IRM
	600	1915	Pullman	TUSA
	621	1917	Cincinnati	IRM
	634	1917	Cincinnati	STM
	651	1940	St. Louis	TUSA
	653	1940	St. Louis	TUSA
	656	1940	St. Louis	TUSA
	659	1940	St. Louis	TUSA

Steel passenger cars:

Key Locations:
 FRIM - Fox River Trolley Museum, South Elgin, IL
 IRM - Illinois Railway Museum, Union, IL
 MEHM - Midland Electric Railway Museum, Mt. Pleasant, IA
 STM - Rockhill Trolley Museum, Rockhill Furnace, PA
 TUSA - Trolleyville, U.S.A., Okemuncie, MO
 TUSA - Trolleyville, U.S.A., Okemuncie, MO

Current Photos of Car 321



Current Photos of Car 321 (interior)



What Could
Be

Renovated
Sister
Car 319



Galaxy A52 5G



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: October 27, 2025

SUBJECT: Direction to Local Liquor Control Commission regarding review of signage ordinance as it relates to gaming advertisements.

RECOMMENDED ACTION:

This item was placed on the agenda by Trustee Kozar, seconded by Trustee Alfano. They would like the Local Liquor Control Commission to review current allowances for gaming advertisements under the Village's signage ordinance, as well what is currently being displayed by businesses and whether there is general compliance. They would also like the Commission to make suggestions regarding any revisions to the sign ordinance.

BACKGROUND:

DISCUSSION:

F.U.N. Commission Meeting minutes from Tuesday, August 26, 2025 held at the Village Hall, Committee of the Whole Room, 20 S. Ardmore Avenue, Villa Park, IL 60181.

1. Call to Order – Roll Call, 5:36 pm. Mary Brunner-Hintze, Eliza Diederich, Kathy Halloran, Michelle McDonald, Leslie Allison-Seei

Note: Carlus Jackson and Junior Commissioner Azana Jackson arrived after Roll Call

Also in attendance: Village Staff Liaison – Gina M. Racanelli
Village Board Liaison – Cari Alfano
Madeline Flaskamp

2. Public Comments on Agenda Items – none
3. Public Comments on Non-Agenda Items – New Commissioner Madeline was sworn in
4. Amendments to the Agenda – none
5. Consent Agenda – Leslie motioned to approve the July 22, 2025 minutes and Michelle seconded. Michelle motioned to approve the August 19, 2025 special meeting for Autumn Jubilee and Mary seconded
6. Business – Updates to Upcoming & Past Events
 - a. Recap of Special Meeting held Tuesday, August 19 for Autumn Jubilee
 1. Michelle gave an entertainment update and had a separate handout. Leslie and Madeline will assist Michelle with finalizing entertainment. Goats are confirmed, Karaoke confirmed and Liquid Fun confirmed. Mary spoke to Brian Roche from the Village to get specifics from each band for their electric needs. Leslie suggested a “Time Warp” or “Thriller” dance to open festivities down Prairie Path. Leslie/Eliza brought up creating a vendor passport for entertainment and Eliza was going to create a prototype that can be stamped.
 2. Vote on music budget – we voted to request an additional \$1,000 for Autumn Jubilee budget
 3. Eliza brought up that our QR code needs to be renewed in September for \$191 and we voted to approve. Eliza has 50 signs for marketing that has our QR code on it and for \$5 we can get stickers so signs can be re-used. Eliza also brought up newspaper advertising in our local papers and will gather more information to present at our next special meeting which was set for Tuesday, September 9 at 5:30 pm at the Village Hall. Cari Alfano mentioned that we could supply a link to school students virtual backpack to advertise this event.
 - b. Summer Landscaping Awards – this was tabled until next meeting and Mary will ask Gina to help get pictures up on the screen to view and vote.

- c. Board Meeting Presentation of Landscaping Awards – Monday, September 8, at 7:00 pm – This was postponed since we did not have photos prepared
 - d. Geekpalooza, Sunday, September 7, 2025 at Rotary Park, set-up is 11:00 am and event runs from 12 noon – 4:00pm. We will set up our new branded tent. Mary is preparing coloring pages, word search and fun facts about Captain Midnight in addition to 27 boxes of crayons. We will also hand out information about Hokusai and Autumn Jubilee.
- 7. Commissioner Comments – Kathy commented that she does not like sitting in the main meeting room. Leslie commented that she will miss our snacks. Michelle welcomed Madeline to our commission.
 - 8. Chairperson Comments – Mary welcomed Madeline and is happy she joined commission and is looking forward to meeting Bridget, our other junior commissioner.
 - 9. Village Board Liaison Comments – Cari Alfano welcomed Madeline and commented on the growth of the commission.
 - 10. Village Staff Comments – Gina Racanelli will let Mary know when 17 skeletons are sold. Regarding taking credit card payment over the phone, Gina said she was not given instruction that we can do this.
 - 11. Adjournment: 6:56 pm. Michelle motioned and Azana seconded

Respectfully submitted,

Kathy Halloran
F.U.N. Commission Secretary

F.U.N. Commission Meeting minutes from Tuesday, September 9, 2025 special meeting held at the Village Hall, Committee of the Whole Room, 20 S. Ardmore Avenue, Villa Park, IL 60181.

1. Call to Order – Roll Call, 5:39 pm. Mary Brunner-Hintze, Eliza Diederich, Kathy Halloran, Michelle McDonald, Madeline Flaskamp, Carlus Jackson, Leslie-Allison-Seei and Junior Commissioner Azana Jackson.

Also in Attendance: Village Staff Liaison – Brian Roche
Village Board Liaison – Cari Alfano
Soon to be Junior Commissioner – Bridget Krigsholm

2. Public Comments on Agenda Items – none
3. Public Comments on Non-Agenda Items – none
4. Amendments to the Agenda – none
5. Consent Agenda – there were no minutes prepared to approve
6. Business

- a. **Autumn Jubilee:** Saturday, October 18 at Museum Pavillon. Set-up 9:30 am and take down 5:00 pm. Eliza brought 38 yard/lawns signs for advertising that were re-done for \$50. Large Banner for Museum Pavillion, Carla is checking in her garage. Advertising on Facebook, Lilly at the Village will do for us and Steve will provide information to her on the bands. Eliza provided information for advertising in the local The Independent Newspapers. We will vote on this at our next monthly meeting, September 23, 2025.

We need to know from Brian which vendors have paid. Can we use the vendor money for advertising? Vendor participation cut-off date is October 4. The max size for a vendor tent is 10 x 10. Mary will provide a “guess how many” jar and Eliza will prepare a basket to raffle. Eliza will supply the F.U.N. Commission members with a T-shirt or sweatshirt for us to wear at the event.

Azana and Bridget will take the lead on gathering volunteers from Willowbrook Key Club and National Honor Society. Volunteers will help vendors as runners and with set-up. Volunteers will help organize the non-motorized parade. Azana, Bridget and volunteers will also help with the kid crafts, decorating bags.

Skeletons. 16 have been sold to date. Stakes will be put up between October 6-10th. Need to put up the skeletons as soon as stakes are installed to allow time for people who purchased the skeletons to decorate them. Skeletons will be ziptied to the pole. We have purchased colored lights for the skeletons. Carlus brought up if

batteries are needed for the skeletons, yes. Per Brian there is power at the top of the pole.

Michelle brought an updated handout for the entertainment timeline and locations. Dave Samples will be the stage manager and assist Steve DeLaRosa, making sure the sound system is effective, making announcements during transition, announcing the groups, announcing the parade winners. Mary will contact Dave and provide him a script. Brian also asked if one staff person is sufficient for our event. He needs to know how much power is needed for the entertainment/bands.

- b. **Landscape Awards:** There were (7) landscape award submissions. The F.U.N. Commission voted. First place winner, 141 Washington. Second place winner, 138 Yale and third place winner, 306 Princeton. Mary will write a letter to get on the Village Board Agenda to present the awards. Madeline volunteered to design the award which will be a yard sign. Eliza will provide Madeline the Villa Park logo.

- 7. Commissioner Comments - Michelle commented that she will see everyone in October
- 8. Chairperson Comments – Mary thanked everyone and welcomed Brian Roche as our new Village Staff Liaison.
- 9. Village Board Liaison Comments: Cari Alfano mentioned to stay in touch with her for whatever is needed.
- 10. Village Staff Comments: Brian Roche thanked everyone for welcoming him.
- 11. Adjournment: 7:25 pm. Eliza motioned to adjourn and Carlus seconded

Respectfully submitted,

Kathy Halloran
F.U.N. Commission Secretary



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: October 27, 2025

SUBJECT: Pursuant to 5 ILCS 120/2(c)(1)
The appointment, employment, compensation, discipline, performance, or
dismissal of specific employees of the public body

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION: