



Next Ord. 4536
Next Reso. 26001

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

Special Meeting

Village Board of Trustees

January 12, 2026

7:00 PM

Village President Kevin Patrick
Village Clerk Rolf Laukant

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

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

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations**
- 7. Presentation**
 - a. FUN Commission Holiday Decoration Awards Presentation
- 8. Appointment to Commission**
- 9. Consent Agenda**
 - a. Bill Listings for the week of December 22, 2025 in the amount of \$878,993.45 and for the week of December 29, 2025 in the amount of \$64,286.01.
 - b. Approval of the Minutes of the Village Board of Trustees Special Meeting held on December 15, 2025
 - c. 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 24-203593 in the Amount of \$100,000.00

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 \$100,000.00 to use for all prior occurring costs associated with 8-inch watermain installation for the Iowa and Vermont Improvement Project.

- d. 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 24-203622 in the Amount of \$300,000.00

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 \$300,000.00 to use for all prior occurring costs associated with sanitary sewer line installation for the Monterey Avenue Improvement Project (Washington to Park).

- e. An Ordinance of the Village of Villa Park, Illinois Approving a Plat of Subdivision for the Properties at 1125 and 1129 Harvard Avenue, Villa Park (Kalsi's Resubdivision).

This Ordinance approves a Plat of Subdivision for Kalsi's Resubdivision to permit a two-lot subdivision for the properties at 1125 and 1129 N. Harvard Avenue.

10. Staff Reports

- a. Union Project Update
- b. Cell Tower Construction (D88 property) Update.

11. Ordinance for First Reading

- a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 1-110 of Chapter 1 (General Provisions) of the Villa Park Municipal Code Regarding the Use of Village Property for Civil Immigration Enforcement Activities.

This ordinance creates a new section of the Villa Park Municipal Code to prohibit the use of Village Property for civil immigration enforcement activities, while also adding protections for residents affected by those activities.

12. Ordinance for Second Reading

13. Ordinances

- a. An Ordinance Approving the Sugar Creek Golf Course Annual Budget for 2026.

14. Resolutions

- a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 964

The Resolution would approve the CBA between the Village and the American Federation of State, County and Municipal Employees (AFSCME), Local 31, for a period of three years ending on December 31, 2028.

- b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa

15. Unfinished Business

16. New Business

- a. Discussion on Amendment of Ordinance Regarding Cannabis Tax Disbursement

17. Village Commission Reports

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 5ILCS 120/2 (c) (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body.
- b. Pursuant to 5 ILCS 120/2(c)(5), the purchase or lease of real property for the use of the public body
- c. Pursuant to 5 ILCS 120/2(c)(11), litigation, when an action against, affecting or on behalf of the public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent

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.



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: January 12, 2026
SUBJECT: FUN Commission Holiday Decoration Awards Presentation

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 12, 2026

SUBJECT: Bill Listings for the week of December 22, 2025 in the amount of \$878,993.45 and for the week of December 29, 2025 in the amount of \$64,286.01.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

**BILL LISTING TO BE PRESENTED
TO THE BOARD OF TRUSTEES ON
01.12.25**

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/22/2025 - 12/22/2025
POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 000					
10-000-210001	ADMIN FEE	MOHAMMED W SIDDIQ	UB refund for account: 12-04660-02	8.75	None
10-000-210001	ADMIN FEE	CARLA MALLIN	UB refund for account: 12-04660-02	8.16	None
10-000-210001	ADMIN FEE	THOMAS O'TOOLE	UB refund for account: 12-04660-02	2.42	None
10-000-210001	ADMIN FEE	SILVIA IBARRA	UB refund for account: 12-04660-02	15.35	None
10-000-210001	ADMIN FEE	JONATHAN OSING	UB refund for account: 12-04660-02	27.79	None
10-000-210001	GARBAGE	SANDRA J. ZEIDLER	UB refund for account: 12-04660-02	14.87	None
10-000-210001	GARBAGE	ERIC DAVIS	UB refund for account: 12-04660-02	28.68	None
10-000-210001	GARBAGE	ROOJ AHMED	UB refund for account: 12-04660-02	28.60	None
10-000-210001	GARBAGE	DANIEL STEFANCZUK	UB refund for account: 12-04660-02	27.59	None
Total Department 000				162.21	
Department: 110 PUBLIC AFFAIRS					
10-110-521102	DUI PROSECUTIONS	SMITH & FULLER	DUI PROSECUTIONS	3,084.30	None
10-110-521102	9' STOP STICK KIT/STORAGE	STOP STICK LTD	9' STOP STICK KIT/STORAGE BAG	554.00	None
10-110-521102	AUG/SEPT COURT REPORTING	DOERING REPORTING INC	AUG/SEPT COURT REPORTING	1,500.00	None
10-110-521102	OCT/NOV COURT REPORTING	DOERING REPORTING INC	OCT/NOV COURT REPORTING	1,500.00	None
10-110-529900	VILLA PARK TOWN HALL MUSIC	ANDY GREB	VILLA PARK TOWN HALL MUSIC	400.00	197563
10-110-565600	BFPC SECRETARIAL SERVICE D	MAGNUSSEN, VALERIE	BFPC SECRETARIAL SERVICE NOV/DEC 2025	400.00	None
10-110-566700	F.U.N. COMMISSION - AUT J	MICHELLE MCDONALD	ENTERTAINMENT - AUTUMN JUBILEE	400.00	None
10-110-566700	F.U.N. COMM. - COFFEE & HO	MICHELLE MCDONALD	BOUGHT COFFEE & HOT CHOCOLATE FOR EVE	55.98	None
Total Department 110 PUBLIC AFFAIRS				7,894.28	
Department: 121 INFORMATION TECHNOLOGY					
10-121-527001	2 MONITORS	DELL MARKETING LP	MONITORS	364.48	None
10-121-527001	FOBS	PROCOM ENTERPRISES LTD	FOBS	207.50	None
10-121-529901	PHONE SYSTEM SUPPORT	HEARTLAND BUSINESS SYSTEMS	PHONE SYSTEM SUPPORT	682.50	None
10-121-529901	MONTHLY TIMECLOCK SOFTWARE	COMMEG SYSTEMS INC	MONTHLY TIMECLOCK SOFTWARE	651.00	None
Total Department 121 INFORMATION TECHNOLOGY				1,905.48	
Department: 130 FINANCE					
10-130-521000	PERS PHONE REIMBURSEMENT;	SETTLES, JULIE	PHONE REIMBURSEMENT SEPT-NOV 2025	149.94	None
Total Department 130 FINANCE				149.94	
Department: 150 CENTRAL SERVICES					
10-150-526100	PD 197 REPAIR FRONT END DA	WRECK ROOM INC, THE	PD 197 REPAIR FRONT END DAMAGE FROM A	10,871.71	None
10-150-527000	MISC CHARGES	GORDON FLESCH CO. INC	MISC CHARGES	22.50	None
Total Department 150 CENTRAL SERVICES				10,894.21	
Department: 160 BUILDINGS & GROUNDS					
10-160-522300	MUSEUM	SALT CREEK SANITARY DISTRI	MUSEUM	28.17	None
10-160-522300	FIRE #81	SALT CREEK SANITARY DISTRI	FIRE #81	261.95	None
10-160-522300	FIRE #82	SALT CREEK SANITARY DISTRI	FIRE #82	210.95	None
10-160-522300	PW STORAGE BLDG	SALT CREEK SANITARY DISTRI	PW STORAGE BLDG	17.39	None
10-160-522300	VILLAGE HALL	SALT CREEK SANITARY DISTRI	VILLAGE HALL	68.75	None
10-160-522300	PARKS GARAGE	SALT CREEK SANITARY DISTRI	PARKS GARAGE	333.75	None
10-160-522300	PW GARAGE	SALT CREEK SANITARY DISTRI	PW GARAGE	39.25	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	116.75	None
10-160-522300	POLICE STATION	SALT CREEK SANITARY DISTRI	POLICE STATION	224.48	None
10-160-522300	CENTRAL PUMP STATION	SALT CREEK SANITARY DISTRI	CENTRAL PUMP STATION	58.55	None
10-160-522300	100 S. VILLA AVE.	SALT CREEK SANITARY DISTRI	100 S. VILLA AVE.	16.18	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/22/2025 - 12/22/2025
 POSTED AND UNPOSTED
 OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 160 BUILDINGS & GROUNDS					
10-160-522300	1000 S VILLA	SALT CREEK SANITARY DISTRI	1000 n ardmore	4,493.06	None
10-160-529900	ELEVATOR VILLA PARK VLG HA TK ELEVATOR CORPORATION		ELEVATOR VILLA PARK VLG HALL MAINTENA	1,770.27	None
10-160-529900	VILLAGE HALL HR DOOR REPAI	DUPAGE SECURITY SOLUTIONS	VILLAGE HALL HR DOOR REPAIRS	389.00	None
10-160-529900	POLICE DEPARTMENT RAMP DOO	DUPAGE SECURITY SOLUTIONS	POLICE DEPARTMENT RAMP DOOR REPAIRS	204.00	None
Total Department 160 BUILDINGS & GROUNDS				8,295.00	
Department: 170 COMMUTER PARKING LOT					
10-170-522301	METRA STN	SALT CREEK SANITARY DISTRI	METRA STN	98.36	None
Total Department 170 COMMUTER PARKING LOT				98.36	
Department: 180 GARAGE					
10-180-539900	MISC SUPPIES, SPONGES, STO	LOMBARD ACE HARDWARE (GENE	MISC SUPPIES, SPONGES, STORAGE BOX	19.57	None
Total Department 180 GARAGE				19.57	
Department: 190 ENGINEERING					
10-190-521000	PHONE AND USAGE REIMBURSEM	VOSKRESENSKI, VASSILI	PHONE AND USAGE REIMBURSEMENT OCT NOV	99.96	None
Total Department 190 ENGINEERING				99.96	
Department: 201 ADMINISTRATION					
10-201-520201	INTERACTIVE PANEL	CAMCOR INC	AN INTERACTIVE TOUCH SMART DISPLAY	8,901.19	None
10-201-520201	MONITORS	DELL MARKETING LP	MONITORS	364.48	None
Total Department 201 ADMINISTRATION				9,265.67	
Department: 207 POLICE-RECORDS					
10-207-520200	MEAL REIMBURSEMENT - TRAIN	BLAKE, ANTHONY	MEAL REIMBURSEMENT - TRAINING	16.27	None
10-207-520200	MEAL REIMBURSEMENT - BEKTE	BEKTESHI, ILIR	MEAL REIMBURSEMENT - BEKTESHI - TRAIN	21.53	None
10-207-520200	RED DOT PISTOL-WALSH & HRU	NORTH EAST MULTI-REGIONAL	RED DOT PISTOL-WALSH & HRUBY	100.00	None
10-207-520200	RED DOT HANDGUN SKILLS - H	NORTH EAST MULTI-REGIONAL	RED DOT HANDGUN SKILLS - HRUBY	175.00	None
10-207-521000	POLE CAMERA/EMPLOYEE PHONE	VERIZON WIRELESS	POLE CAMERA/EMPLOYEE PHONE	1,482.39	None
10-207-529900	CLASS A DRESS COATS	O'HERRON CO INC, RAY	CLASS A DRESS COATS	4,810.28	None
10-207-529900	HEIGHT ADJUSTABLE DESK-CHI	VILLA PARK OFFICE EQUIPMEN	HEIGHT ADJUSTABLE DESK-CHIEF ASST	890.00	None
10-207-530100	BODY ARMOR-STROCKIS	JG UNIFORMS INC	BODY ARMOR-STROCKIS	1,220.00	None
10-207-533309	TRIPODS FOR RANGE	SVARA, JAMES	TRIPODS FOR RANGE	292.00	None
10-207-533309	EQUIPMENT FOR RANGE	O'HERRON CO INC, RAY	EQUIPMENT FOR RANGE	469.39	None
Total Department 207 POLICE-RECORDS				9,476.86	
Department: 211 FIRE					
10-211-520201	CFO COURSE - FR	ILLINOIS FIRE CHIEFS ASSN	CFO COURSE - FR	4,550.00	None
10-211-520201	TACTICAL EMERGENCY CASUALT	NIPSTA. IL	TACTICAL EMERGENCY CASUALTY CARE - NE	360.00	None
10-211-528001	FACILITY LEASE & OPERATING	DU-COMM	FACILITY LEASE & OPERATING COSTS 11.0	798.00	None
10-211-529901	TL-9 STABILIZER G-MODELS	T & J RESCUE ENTERPRISES,	TL-9 STABILIZER G-MODELS	1,619.42	None
10-211-529901	CO2 KIT TOXIRAE	MUNICIPAL EMERGENCY SERVIC	CO2 KIT TOXIRAE	1,380.00	None
10-211-529901	SCBA MAINTENANCE PULL STRA	AIR ONE EQUIPMENT INC	SCBA MAINTENANCE PULL STRAPS	1,885.00	None
10-211-530101	GEAR HELMET, BAGS, FLASHLI	AIR ONE EQUIPMENT INC	GEAR HELMET, BAGS, FLASHLIGHTS	1,279.00	None
10-211-530101	TURNOUT GEAR AND PPE WASH	AIR ONE EQUIPMENT INC	TURNOUT GEAR AND PPE WASH	137.00	None
10-211-530101	GEAR RINGERS AND SUSPENDER	AIR ONE EQUIPMENT INC	GEAR RINGERS AND SUSPENDERS	1,637.00	None
10-211-530301	ANNUAL DEPARTMENT MEMBERSH	ILLINOIS FIRE CHIEFS ASSN	ANNUAL DEPARTMENT MEMBERSHIP DUES	450.00	None
10-211-531701	LITHIUM BATTERIES NUCR123	BATTERIES PLUS LLC	LITHIUM BATTERIES NUCR123	101.55	None
10-211-539901	TASK FORCE TIPS	AIR ONE EQUIPMENT INC	TASK FORCE TIPS	1,430.00	None
10-211-539901	CPR UNI-PADZ III UNIVERSAL	SECOND CHANCE CARDIAC SOLU	CPR UNI-PADZ III UNIVERSAL	782.00	None
Total Department 211 FIRE				16,408.97	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/22/2025 - 12/22/2025
 POSTED AND UNPOSTED
 OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 240 GARBAGE					
10-240-299004	CONTRACT SERV NOV 2025 GAR LAKESHORE RECYCLING SYSTEM NOV 2025		GARBAGE AND RECYCLING	159,397.85	None
				<u>Total Department 240 GARBAGE</u>	<u>159,397.85</u>
Department: 280 DEBT PMTS					
10-280-563002	SUPPLIES FOR VILLAGE NIGHT KARL, KRISTIN		SUPPLIES FOR VILLAGE NIGHT	50.05	None
				<u>Total Department 280 DEBT PMTS</u>	<u>50.05</u>
				<u>Total Fund 10 CORPORATE FUND</u>	<u>224,118.41</u>
Fund: 11 CAPITAL / BUILDING & LAND IMPROVE FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
11-202-540102	MONTHLY LEASE DECEMBER 202 ENTERPRISE FM TRUST		MONTHLY LEASE DECEMBER 2025	15,574.81	None
11-202-540102	LEASE 38698 DECEMBER 2025 BMO HARRIS BANK N.A.		LEASE 38698 DECEMBER 2025	39,616.33	197564
11-202-540202	POLICE NEW LIGHTBAR FOR 18 FLEET SAFETY SUPPLY		POLICE NEW LIGHTBAR FOR 188 FORD F150	2,684.30	None
				<u>Total Department 202 EQUIPMENT AND SUPPLIES</u>	<u>57,875.44</u>
				<u>Total Fund 11 CAPITAL / BUILDING & LAND IMPROVE FUND</u>	<u>57,875.44</u>
Fund: 32 MFT FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
32-202-529900-E00005	HIGHLAND (PRIN TO VILL) CO BUILDERS PAVING LLC		HIGHLAND (PRINCETON TO VILLA) CONSTRU	228,377.38	None
				<u>Total Department 202 EQUIPMENT AND SUPPLIES</u>	<u>228,377.38</u>
				<u>Total Fund 32 MFT FUND</u>	<u>228,377.38</u>
Fund: 34 NEDSRA FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
34-202-560102	NEDSRA MEMEBR CONTRIBUTION NEDSRA		NEDSRA MEMEBR CONTRIBUTION -PAYMENT 2	88,787.06	None
				<u>Total Department 202 EQUIPMENT AND SUPPLIES</u>	<u>88,787.06</u>
				<u>Total Fund 34 NEDSRA FUND</u>	<u>88,787.06</u>
Fund: 35 RECREATION FUND					
Department: 216 PRP-BLDG & GROUNDS					
35-216-522316	ROTARY PK RESTROOMS	SALT CREEK SANITARY DISTRI	ROTARY PK RESTROOMS	70.63	None
35-216-522316	ICC	SALT CREEK SANITARY DISTRI	ICC	35.12	None
35-216-522316	VPRC	SALT CREEK SANITARY DISTRI	VPRC	312.40	None
35-216-529916	VPRC ELEVATOR MAINTENANCE	KONE INC	VPRC ELEVATOR MAINTENANCE CONTRACT	5,426.64	None
				<u>Total Department 216 PRP-BLDG & GROUNDS</u>	<u>5,844.79</u>
Department: 235 PROGRAMS					
35-235-520435	WINTER BREAK CAMP FIELD TR LEGOLAND DISCOVERY CENTRE		WINTER BREAK CAMP FIELD TRIP 12/30	209.86	None
35-235-529935	OTHER CONTRACTUAL SERVICES DORHAUER, JOHN		CY25 CONTRACTUAL K-POP MUSIC PROGRAM	134.40	None
				<u>Total Department 235 PROGRAMS</u>	<u>344.26</u>
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	FAMILY ORNAMENT PAINTING C NADINE SBEI		FAMILY ORNAMENT PAINTING CLASS	204.00	None
				<u>Total Department 236 PRR-FALL-WNTR-SPRING</u>	<u>204.00</u>
				<u>Total Fund 35 RECREATION FUND</u>	<u>6,393.05</u>
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-522301	THE DEPOT	SALT CREEK SANITARY DISTRI	THE DEPOT	39.16	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/22/2025 - 12/22/2025
 POSTED AND UNPOSTED
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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-522301	N TERR PARK	SALT CREEK SANITARY DISTRI	N TERR PARK	16.00	None
36-201-522301	TWIN LAKES	SALT CREEK SANITARY DISTRI	TWIN LAKES	26.52	None
36-201-522301	PK GARAGE #2	SALT CREEK SANITARY DISTRI	PK GARAGE #2	54.99	None
Total Department 201 ADMINISTRATION				136.67	
Department: 202 EQUIPMENT AND SUPPLIES					
36-202-529902	TWIN LAKES PARK WALL PACK	CHICAGO POWER AND LIGHT LL	TWIN LAKES PARK WALL PACK	1,653.00	None
36-202-529902	TWIN LAKES PARK REPLACE LI	CHICAGO POWER AND LIGHT LL	TWIN LAKES PARK REPLACE LIGHT FIXTURE	703.00	None
Total Department 202 EQUIPMENT AND SUPPLIES				2,356.00	
Total Fund 36 PARKS FUND				2,492.67	
Fund: 41 SWIMMING POOL & REC FUND					
Department: 301 POOL&REC-ADMIN					
41-301-522301	JEFF POOL#2	SALT CREEK SANITARY DISTRI	JEFF POOL#2	492.43	None
41-301-522301	JEFF POOL	SALT CREEK SANITARY DISTRI	JEFF POOL	946.55	None
Total Department 301 POOL&REC-ADMIN				1,438.98	
Total Fund 41 SWIMMING POOL & REC FUND				1,438.98	
Fund: 50 DEBT SERVICE FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
50-202-529902	SOURCE SERIES 2019A	US BANK	SOURCE SERIES 2019A	625.00	None
50-202-529902	BOND SERIES 2019B	US BANK	BOND SERIES 2019B	625.00	None
Total Department 202 EQUIPMENT AND SUPPLIES				1,250.00	
Total Fund 50 DEBT SERVICE FUND				1,250.00	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
60-210-529210	VILLA BRIDGE PHASE 1 PE	TRANSYSTEMS CORPORATION	VILLA BRIDGE PHASE 1 PE	1,616.15	None
60-210-529210	VILLA (WLDWD TO IL 64) PH	CIVILTECH ENGINEERING INC	VILLA (WILDWOOD TO IL 64) PHASE 1 PE	84.00	None
60-210-529210-E00004	PARK (ARDMORE TO CORNELL)	CIVILTECH ENGINEERING INC	PARK (ARDMORE TO CORNELL) PHASE 2 DE	2,411.17	None
60-210-529210-E00009	VILLA (WILDWOOD TO IL 64)	CIVILTECH ENGINEERING INC	VILLA (WILDWOOD TO IL 64) STP GRANT A	1,877.40	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				5,988.72	
Department: 603 REFERENDUM 2014					
60-603-529203	WESTMORE & WISCONSIN PHASE	CIVILTECH ENGINEERING INC	WESTMORE & WISCONSIN PHASE 2 DE	706.07	None
Total Department 603 REFERENDUM 2014				706.07	
Total Fund 60 STREET IMPROVEMENT FUND				6,694.79	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 000					
68-000-210001	STORMWATER MGMT PROGRAM	MOHAMMED W SIDDIQ	UB refund for account: 12-04660-02	5.25	None
68-000-210001	STORMWATER MGMT PROGRAM	QUALITY SERVICES	UB refund for account: 12-04660-02	10.48	None
68-000-210001	STORMWATER MGMT PROGRAM	CARLA MALLIN	UB refund for account: 12-04660-02	1.64	None
68-000-210001	STORMWATER MGMT PROGRAM	THOMAS O'TOOLE	UB refund for account: 12-04660-02	0.48	None
68-000-210001	STORMWATER MGMT PROGRAM	SILVIA IBARRA	UB refund for account: 12-04660-02	3.07	None
68-000-210001	STORMWATER MGMT PROGRAM	JONATHAN OSING	UB refund for account: 12-04660-02	5.41	None
68-000-210001	STORMWATER MGMT PROGRAM	SANDRA J. ZEIDLER	UB refund for account: 12-04660-02	3.07	None
68-000-210001	STORMWATER MGMT PROGRAM	ERIC DAVIS	UB refund for account: 12-04660-02	5.75	None
68-000-210001	STORMWATER MGMT PROGRAM	ROOJ AHMED	UB refund for account: 12-04660-02	5.57	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/22/2025 - 12/22/2025
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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 68 STORMWATER BUYOUT FUND					
Department: 000					
68-000-210001	STORMWATER MGMT PROGRAM	DANIEL STEFANCZUK	UB refund for account: 12-04660-02	5.44	None
				Total Department 000	46.16
Department: 202 EQUIPMENT AND SUPPLIES					
68-202-529902	NATIVE MAINTENANCE - TERRA V3 CONSTRUCTION GROUP LTD	NATIVE MAINTENANCE - TERRACE / DOUGLA		800.00	None
				Total Department 202 EQUIPMENT AND SUPPLIES	800.00
				Total Fund 68 STORMWATER BUYOUT FUND	846.16
Fund: 82 WATER SUPPLY FUND					
Department: 000					
82-000-210001	WATER CHARGE FEE	MOHAMMED W SIDDIQ	UB refund for account: 12-04660-02	4.60	None
82-000-210001	WATER	CARLA MALLIN	UB refund for account: 12-04660-02	3.40	None
82-000-210001	WATER	THOMAS O'TOOLE	UB refund for account: 12-04660-02	2.21	None
82-000-210001	WATER	SILVIA IBARRA	UB refund for account: 12-04660-02	32.41	None
82-000-210001	WATER	JONATHAN OSING	UB refund for account: 12-04660-02	31.17	None
82-000-210001	WATER CHARGE FEE	SANDRA J. ZEIDLER	UB refund for account: 12-04660-02	22.27	None
82-000-210001	WATER CHARGE FEE	ERIC DAVIS	UB refund for account: 12-04660-02	9.24	None
82-000-210001	WATER CHARGE FEE	ROOJ AHMED	UB refund for account: 12-04660-02	41.52	None
82-000-210001	WATER CHARGE FEE	DANIEL STEFANCZUK	UB refund for account: 12-04660-02	4.94	None
				Total Department 000	151.76
Department: 201 ADMINISTRATION					
82-201-532101	NOVEMBER 2025 WATER USAGE	DUPAGE WATER COMMISSION	NOVEMBER 2025 WATER USAGE	250,774.60	None
82-201-540201	4 MONITORS	DELL MARKETING LP	MONITORS	728.96	None
				Total Department 201 ADMINISTRATION	251,503.56
Department: 202 EQUIPMENT AND SUPPLIES					
82-202-522302	WTR/SWR	SALT CREEK SANITARY DISTRI	WTR/SWR	42.38	None
82-202-529202	WESTMORE & WISCONSIN PHASE	CIVILTECH ENGINEERING INC	WESTMORE & WISCONSIN PHASE 2 DE	115.56	None
				Total Department 202 EQUIPMENT AND SUPPLIES	157.94
				Total Fund 82 WATER SUPPLY FUND	251,813.26
Fund: 83 WASTEWATER FUND					
Department: 000					
83-000-210001	WVC FEE	MOHAMMED W SIDDIQ	UB refund for account: 12-04660-02	5.82	None
83-000-210001	COMBD SWR SEPARATION	QUALITY SERVICES	UB refund for account: 12-04660-02	21.41	None
83-000-210001	SEWER	CARLA MALLIN	UB refund for account: 12-04660-02	2.52	None
83-000-210001	SEWER	THOMAS O'TOOLE	UB refund for account: 12-04660-02	1.18	None
83-000-210001	SEWER	SILVIA IBARRA	UB refund for account: 12-04660-02	14.25	None
83-000-210001	COMBD SWR SEPARATION	JONATHAN OSING	UB refund for account: 12-04660-02	4.35	None
83-000-210001	SEWER	SANDRA J. ZEIDLER	UB refund for account: 12-04660-02	10.55	None
83-000-210001	SEWER	ERIC DAVIS	UB refund for account: 12-04660-02	7.90	None
83-000-210001	SEWER	ROOJ AHMED	UB refund for account: 12-04660-02	19.56	None
83-000-210001	SEWER	DANIEL STEFANCZUK	UB refund for account: 12-04660-02	6.08	None
				Total Department 000	93.62
Department: 201 ADMINISTRATION					
83-201-529901	WINCAN SOFTWARE SUPPORT AN	WINCAN LLC	WINCAN SOFTWARE SUPPORT AND STORAGE	7,330.00	None
83-201-540201	4 MONITORS	DELL MARKETING LP	MONITORS	728.96	None
				Total Department 201 ADMINISTRATION	8,058.96

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/22/2025 - 12/22/2025
 POSTED AND UNPOSTED
 OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 83 WASTEWATER FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
83-202-529202	WESTMORE & WISCONSIN PHASE CIVILTECH ENGINEERING INC	WESTMORE & WISCONSIN PHASE 2 DE		119.00	None
		Total Department 202 EQUIPMENT AND SUPPLIES		<u>119.00</u>	
Department: 204 CONTRACTUAL SERVICES					
83-204-529204	WESTMORE & WISCONSIN PHASE CIVILTECH ENGINEERING INC	WESTMORE & WISCONSIN PHASE 2 DE		634.67	None
		Total Department 204 CONTRACTUAL SERVICES		<u>634.67</u>	
		Total Fund 83 WASTEWATER FUND		<u>8,906.25</u>	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/22/2025 - 12/22/2025
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 OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		10-000-210001	ACCOUNTS PAYABLE	162.21	
		10-110-521102	LEGAL SERVICES-POLICE	6,638.30	
		10-110-529900	OTHER CONTRACTUAL SERVICES	400.00	
		10-110-565600	FIRE & POLICE COMMISSION	400.00	
		10-110-566700	COMMUNITY F.U.N. COMMISSION	455.98	
		10-121-527001	MAINT OF OFFICE EQUIPMENT	571.98	
		10-121-529901	OTHER CONTRACTUAL SERVICES	1,333.50	
		10-130-521000	TELEPHONE	149.94	
		10-150-526100	INSURANCE CLAIM LOSSES	10,871.71	
		10-150-527000	MAINT OF OFFICE EQUIPMENT	22.50	
		10-160-522300	WATER & SEWER SERVICE	5,931.73	
		10-160-529900	OTHER CONTRACTUAL SERVICES	2,363.27	
		10-170-522301	WATER & SEWER SERVICE	98.36	
		10-180-539900	OTHER SUPPLIES	19.57	
		10-190-521000	TELEPHONE	99.96	
		10-201-520201	TRAINING & CONFERENCES	9,265.67	
		10-207-520200	TRAINING & CONFERENCES	312.80	
		10-207-521000	TELEPHONE	1,482.39	
		10-207-529900	OTHER CONTRACTUAL SERVICES	5,700.28	
		10-207-530100	UNIFORMS	1,220.00	
		10-207-533309	RANGE SUPPLIES	761.39	
		10-211-520201	TRAINING & CONFERENCES	4,910.00	
		10-211-528001	DUCOMM	798.00	
		10-211-529901	OTHER CONTRACTUAL SERVICES	4,884.42	
		10-211-530101	UNIFORMS	3,053.00	
		10-211-530301	DUES & PUBLICATIONS	450.00	
		10-211-531701	OFFICE SUPPLIES	101.55	
		10-211-539901	OTHER SUPPLIES	2,212.00	
		10-240-299004	OTHER CONTRACTUAL SERVICES	159,397.85	
		10-280-563002	REIMBURSEMENT FROM OTHER FUNDS	50.05	
		11-202-540102	CAPITAL OUTLAY	55,191.14	
		11-202-540202	NON-CAPITAL OUTLAY	2,684.30	
		32-202-529900-E00005	OTHER CONTRACTUAL SERVICES	228,377.38	
		34-202-560102	CONTRIBUTIONS	88,787.06	
		35-216-522316	WATER & SEWER SERVICE	418.15	
		35-216-529916	OTHER CONTRACTUAL SERVICES	5,426.64	
		35-235-520435	TRANSPORTATION	209.86	
		35-235-529935	OTHER CONTRACTUAL SERVICES	134.40	
		35-236-529936	OTHER CONTRACTUAL SERVICES	204.00	
		36-201-522301	WATER & SEWER SERVICE	136.67	
		36-202-529902	OTHER CONTRACTUAL SERVICES	2,356.00	
		41-301-522301	WATER & SEWER SERVICE	1,438.98	
		50-202-529902	OTHER CONTRACTUAL SERVICES	1,250.00	
		60-210-529210	ENGINEERING SERVICES	1,700.15	
		60-210-529210-E00004	ENGINEERING SERVICES	2,411.17	
		60-210-529210-E00009	ENGINEERING SERVICES	1,877.40	
		60-603-529203	ENGINEERING SERVICES	706.07	
		68-000-210001	ACCOUNTS PAYABLE	46.16	
		68-202-529902	OTHER CONTRACTUAL SERVICES	800.00	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/22/2025 - 12/22/2025

POSTED AND UNPOSTED
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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		82-000-210001	ACCOUNTS PAYABLE	151.76	
		82-201-532101	PURCHASE OF WATER	250,774.60	
		82-201-540201	NON-CAPITAL OUTLAY	728.96	
		82-202-522302	WATER & SEWER SERVICE	42.38	
		82-202-529202	ENGINEERING SERVICES	115.56	
		83-000-210001	ACCOUNTS PAYABLE	93.62	
		83-201-529901	OTHER CONTRACTUAL SERVICES	7,330.00	
		83-201-540201	NON-CAPITAL OUTLAY	728.96	
		83-202-529202	ENGINEERING SERVICES	119.00	
		83-204-529204	ENGINEERING SERVICES	634.67	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	224,118.41	
		11	CAPITAL / BUILDING & LAND IMPROVE FUN	57,875.44	
		32	MFT FUND	228,377.38	
		34	NEDSRA FUND	88,787.06	
		35	RECREATION FUND	6,393.05	
		36	PARKS FUND	2,492.67	
		41	SWIMMING POOL & REC FUND	1,438.98	
		50	DEBT SERVICE FUND	1,250.00	
		60	STREET IMPROVEMENT FUND	6,694.79	
		68	STORMWATER BUYOUT FUND	846.16	
		82	WATER SUPPLY FUND	251,813.26	
		83	WASTEWATER FUND	8,906.25	
		Total For All Funds:		<u>878,993.45</u>	

Wick

12-17-2025

Amor

12-17-25

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

01.12.26

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 12/29/2025 - 12/29/2025
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					
10-110-520100	LEGAL NOTICES - AD NO. 237	PADDOCK PUBLICATIONS	2026 BUDGET PUBLIC NOTICE - NOV 13, 2	71.30	None
10-110-521102	DECEMBER PROSECUTION SERVI	LAW OFFICE OF MICHELLE L.	DECEMBER PROSECUTION SERVICES	1,000.00	None
10-110-565600	ANNUAL NTN MEMBERSHIP 12/2	NATIONAL TESTING NETWORK I	ANNUAL NTN MEMBERSHIP 12/2025-2026	750.00	None
Total Department 110 PUBLIC AFFAIRS				1,821.30	
Department: 121 INFORMATION TECHNOLOGY					
10-121-529901	VPRC DOOR SOFTWARE 3 YEAR	APPLIED COMMUNICATIO S GROU	VPRC DOOR SOFTWARE 3 YEAR SUPPORT	1,039.50	None
10-121-529901	PHONE TECH SUPPORT	HEARTLAND BUSINESS SYSTEMS	PHONE TECH SUPPORT	585.00	None
Total Department 121 INFORMATION TECHNOLOGY				1,624.50	
Department: 150 CENTRAL SERVICES					
10-150-515000	COMPUTER	DELL MARKETING LP	COMPUTER	795.42	None
Total Department 150 CENTRAL SERVICES				795.42	
Department: 160 BUILDINGS & GROUNDS					
10-160-529900	VILLAGE HALL TEMP ACCESSI	SPJ MOBILITY LLC	VILLAGE HALL TEMP ACCESSIBLE RAMP RE	1,600.00	None
10-160-529900	BACKFLOW TESTING WET WEATH	CHICAGO BACKFLOW INC	BACKFLOW TESTING WET WEATHER FLOW TRE	105.00	None
10-160-529900	VH FRAGRANCE SYSTEM	STATE INDUSTRIAL PRODUCTS	VH FRAGRANCE SYSTEM	229.15	None
10-160-529900	FIRE STATION 81 & 82 PEST	A.G.A.D. PEST CONTROL	VH/PD/PW PEST CONTROL	360.00	None
10-160-529900	VH WIRELESS FIRE ALARM MON	JOHNSON CONTROLS SECURITY	VH WIRELESS FIRE ALARM MONITORING	186.35	None
10-160-531500	VH VENT FILTERS	SOUTH SIDE CONTROL SUPPLY	VH VENT FILTERS	82.85	None
10-160-531500	FLOOR FOR IT OFFICE	MENARDS	FLOOR FOR IT OFFICE	2,312.48	None
10-160-531500	POLICE PLUMPING REPAIRS BA	THOMAS PUMP COMPANY	POLICE PLUMPING REPAIRS BALANCE OF IN	270.00	None
10-160-531500	VILLAGE FLAGS	UNCOMMON USA INC	VILLAGE FLAGS	750.00	None
Total Department 160 BUILDINGS & GROUNDS				5,895.83	
Department: 207 POLICE-RECORDS					
10-207-529900	DET CREDIT CHECKS	EQUIFAX INFORMATION SVCS L	DET CREDIT CHECKS	30.00	None
10-207-539900	FORENSICS SUPPLIES	TRI-TECH FORENSICS INC	FORENSICS SUPPLIES	295.52	None
Total Department 207 POLICE-RECORDS				325.52	
Department: 211 FIRE					
10-211-529901	CO2 KIT	MUNICIPAL EMERGENCY SERVIC	CO2 KIT	1,380.00	None
10-211-539901	THERAPY OXYGEN CYLINDERS	TERRACE SUPPLY COMPANY	THERAPY OXYGEN CYLINDERS	34.50	None
10-211-539901	THERAPY OXYGEN CYLINDERS	TERRACE SUPPLY COMPANY	THERAPY OXYGEN CYLINDERS	20.25	None
Total Department 211 FIRE				1,434.75	
Department: 501 TRANSFERS					
10-501-573500	RECREATION PROGRAMMING REF	MCLEAN, ELIZABETH	RECREATION PROGRAMMING REFUND	63.00	None
Total Department 501 TRANSFERS				63.00	
Total Fund 10 CORPORATE FUND				11,960.32	
Fund: 11 CAPITAL / BUILDING & LAND IMPROVE FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
11-202-529902	SPACE MANAGEMENT PLANNING	KLUBER INC	SPACE MANAGEMENT PLANNING SEPTEMBER I	31,468.50	None
Total Department 202 EQUIPMENT AND SUPPLIES				31,468.50	
Department: 206 BUILDING IMPROVEMENTS					
11-206-540102-FD0001	TEMPORARY FIRE STATION REL	KLUBER INC	TEMPORARY FIRE STATION RELOCATION	1,375.00	None
Total Department 206 BUILDING IMPROVEMENTS				1,375.00	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 11 CAPITAL / BUILDING & LAND IMPROVE FUND			Total Fund 11 CAPITAL / BUILDING & LAND IMPROVE FUND	32,843.50	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-520501	POSTAGE FOR GOLDEN TIMES	POSTMASTER	POSTAGE FOR GOLDEN TIMES	450.00	None
			Total Department 201 ADMINISTRATION	450.00	
Department: 216 PRP-BLDG & GROUNDS					
35-216-522216	AERIAL LIFT FOR HVAC REPAI	QUALITY LIFT TRUCK SERVICE	AERIAL LIFT FOR HVAC REPAIRS	970.00	None
35-216-529916	VPRC FIRE SUPPRESSUION SYS	P A CRIMSON FIRE RISK SERV	VPRC FIRE SUPPRESSUION SYSTEM INSPECT	332.76	None
35-216-529916	BACKFLOW REPAIRS IOWA COMM	CHICAGO BACKFLOW INC	BACKFLOW REPAIRS IOWA COMMUNITY CENTE	705.00	None
35-216-529916	IOWA, PARKS BLDG, NORTH TE	A.G.A.D. PEST CONTROL	IOWA, PARKS BLDG, NORTH TERRACE & COR	230.00	None
35-216-529916	IOWA WIRELESS FIRE ALARM M	JOHNSON CONTROLS SECURITY	IOWA WIRELESS FIRE ALARM MONITORING 0	186.35	None
35-216-531516	CLEANING FILTER FOR VPRC	WAREHOUSE DIRECT	CLEANING FILTER FOR VPRC	122.93	None
35-216-531516	KEYS FOR VPRC KEY BOX	DUPAGE SECURITY SOLUTIONS	KEYS FOR VPRC KEY BOX	165.00	None
35-216-539916	ICE MELT AND SNOW SHOVEL/P	RUSSO'S POWER EQUIPMENT IN	ICE MELT AND SNOW SHOVEL/POLY PUSHER	989.86	None
			Total Department 216 PRP-BLDG & GROUNDS	3,701.90	
Department: 235 PROGRAMS					
35-235-528135	CY25 PORTABLE TOILET AT NO	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT NORTH TERRACE	75.00	None
35-235-528135	PORTABLE TOILET TWIN LAKES	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET TWIN LAKES	75.00	None
35-235-528135	AUTUMN JUBILEE PORTABLE TO	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT AUTUMN JUBILE	325.00	None
			Total Department 235 PROGRAMS	475.00	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	YOUTH CONTRACTUAL PROGRAM	DIMAGGIO, LISA	YOUTH CONTRACTUAL PROGRAM	234.00	None
35-236-531136	SEPT SENIOR BIRTHDAY LUNCH	MICHAEL ANTHONY'S PIZZA	SEPT SENIOR BIRTHDAY LUNCH	220.00	None
35-236-531136	OCT SENIOR BIRTHDAY LUNCH	MICHAEL ANTHONY'S PIZZA	OCT SENIOR BIRTHDAY LUNCH	266.00	None
35-236-531136	SENIOR PROGRAM 11/20 LET'S	MICHAEL ANTHONY'S PIZZA	SENIOR PROGRAM 11/20 LET'S DO LUNCH	191.00	None
35-236-531136	PRESCHOOL FAMILY SNOWFLAKE	MICHAEL ANTHONY'S PIZZA	PRESCHOOL FAMILY SNOWFLAKE LUNCH PIZZ	169.00	None
			Total Department 236 PRR-FALL-WNTR-SPRING	1,080.00	
			Total Fund 35 RECREATION FUND	5,706.90	
Fund: 36 PARKS FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
36-202-529902	BACKFLOW REPAIRS TWIN LAKE	CHICAGO BACKFLOW INC	BACKFLOW REPAIRS TWIN LAKES PARK	705.00	None
36-202-529902	CY25 GAZEBO PORTABLE TOILE	SBC WASTE SOLUTIONS INC	CY25 GAZEBO PORTABLE TOILET OCTOBER 2	670.00	None
36-202-531902	SCREENINGS	WESTMORE SUPPLY CO	SCREENINGS	68.64	None
36-202-531902	SCREENINGS	WESTMORE SUPPLY CO	SCREENINGS	140.80	None
36-202-531902	SCREENINGS	WESTMORE SUPPLY CO	SCREENINGS	142.56	None
36-202-531902	SCREENINGS	WESTMORE SUPPLY CO	SCREENINGS	135.08	None
36-202-531902	SCREENINGS	WESTMORE SUPPLY CO	SCREENINGS	40.02	None
36-202-531902	SCREENINGS	WESTMORE SUPPLY CO	SCREENINGS	1,715.20	None
36-202-531902	SCREENINGS	WESTMORE SUPPLY CO	SCREENINGS	1,798.00	None
36-202-539902	PARK SUPPLIES WORK GLOVES,	PRO SAFETY INC	PARK SUPPLIES WORK GLOVES, EAR PLUGS	195.19	None
			Total Department 202 EQUIPMENT AND SUPPLIES	5,610.49	
			Total Fund 36 PARKS FUND	5,610.49	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
60-210-529210-E00006	SALT STORAGE FACILITY PHAS	V3 COMPANIES OF ILLINOIS	SALT STORAGE FACILITY PHASE 2 DE	1,334.56	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 60 STREET IMPROVEMENT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
Total Department 210 CONTRACTUAL - SP REV FUNDS				1,334.56	
Department: 603 REFERENDUM 2014					
60-603-529203-E00002	HARVARD (PLYMOUTH TO RIDGE V3 COMPANIES OF ILLINOIS	HARVARD (PLYMOUTH TO RIDGE) PHASE 3 C		1,268.19	None
Total Department 603 REFERENDUM 2014				1,268.19	
Total Fund 60 STREET IMPROVEMENT FUND				2,602.75	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
68-202-529202	PERMITTING; PRINCETON N 09 V3 COMPANIES OF ILLINOIS	PERMITTING; PRINCETON N 0904		132.04	None
Total Department 202 EQUIPMENT AND SUPPLIES				132.04	
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529210-E00008	RIDGE ROAD DRAINAGE PHASE EDWIN HANCOCK ENGINEERING	RIDGE ROAD DRAINAGE PHASE 3 CE		1,965.00	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				1,965.00	
Total Fund 68 STORMWATER BUYOUT FUND				2,097.04	
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-521001	NOVEMBER 2025 CELL PHONE U VENCHUS, THOMAS	NOVEMBER 2025 CELL PHONE USAGE		49.98	None
82-201-521001	NOVEMBER 2025 CELL PHONE JESSEN, DENNIS	NOVEMBER 2025 CELL PHONE		49.98	None
Total Department 201 ADMINISTRATION				99.96	
Department: 202 EQUIPMENT AND SUPPLIES					
82-202-529202-E00002	HARVARD (PLYMOUTH TO RIDGE V3 COMPANIES OF ILLINOIS	HARVARD (PLYMOUTH TO RIDGE) PHASE 3 C		860.05	None
82-202-529302	LEAD & COPPER WATER SAMPLE PACE ANALYTICAL SERVICES L	LEAD & COPPER WATER SAMPLES		105.00	None
82-202-529902	BORE 2 SERVICES COPPER SER C & R DIRECTIONAL BORING I	BORE 2 SERVICES COPPER SERVICES TO RE		2,400.00	None
Total Department 202 EQUIPMENT AND SUPPLIES				3,365.05	
Total Fund 82 WATER SUPPLY FUND				3,465.01	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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--- TOTALS BY GL DISTRIBUTION ---						
		10-110-520100	LEGAL NOTICES	71.30		
		10-110-521102	LEGAL SERVICES-POLICE	1,000.00		
		10-110-565600	FIRE & POLICE COMMISSION	750.00		
		10-121-529901	OTHER CONTRACTUAL SERVICES	1,624.50		
		10-150-515000	CONTINGENCY	795.42		
		10-160-529900	OTHER CONTRACTUAL SERVICES	2,480.50		
		10-160-531500	BUILDING MAINT SUPPLIES	3,415.33		
		10-207-529900	OTHER CONTRACTUAL SERVICES	30.00		
		10-207-539900	OTHER SUPPLIES	295.52		
		10-211-529901	OTHER CONTRACTUAL SERVICES	1,380.00		
		10-211-539901	OTHER SUPPLIES	54.75		
		10-501-573500	TRANSFER TO RECREATION FUND	63.00		
		11-202-529902	OTHER CONTRACTUAL SERVICES	31,468.50		
		11-206-540102-FD0001	CAPITAL OUTLAY	1,375.00		
		35-201-520501	POSTAGE	450.00		
		35-216-522216	HEATING & A/C MAINT SERV	970.00		
		35-216-529916	OTHER CONTRACTUAL SERVICES	1,454.11		
		35-216-531516	BUILDING MAINT SUPPLIES	287.93		
		35-216-539916	OTHER SUPPLIES	989.86		
		35-235-528135	RENTAL OF EQUIPMENT	475.00		
		35-236-529936	OTHER CONTRACTUAL SERVICES	234.00		
		35-236-531136	PROGRAM SUPPLIES	846.00		
		36-202-529902	OTHER CONTRACTUAL SERVICES	1,375.00		
		36-202-531902	ATHLETIC FIELD MATERIALS	4,040.30		
		36-202-539902	OTHER SUPPLIES	195.19		
		60-210-529210-E00006	OTHER CONTRACTUAL SERVICES	1,334.56		
		60-603-529203-E00002	ENGINEERING SERVICES	1,268.19		
		68-202-529202	ENGINEERING SERVICES	132.04		
		68-210-529210-E00008	ENGINEERING SERVICES	1,965.00		
		82-201-521001	TELEPHONE	99.96		
		82-202-529202-E00002	ENGINEERING SERVICES	860.05		
		82-202-529302	LABORATORY TESTING	105.00		
		82-202-529902	OTHER CONTRACTUAL SERVICES	2,400.00		
--- TOTALS BY FUND ---						
		10	CORPORATE FUND	11,960.32		
		11	CAPITAL / BUILDING & LAND IMPROVE FUN	32,843.50		
		35	RECREATION FUND	5,706.90		
		36	PARKS FUND	5,610.49		
		60	STREET IMPROVEMENT FUND	2,602.75		
		68	STORMWATER BUYOUT FUND	2,097.04		
		82	WATER SUPPLY FUND	3,465.01		
		Total For All Funds:			64,286.01	

Montel M

12-23-25

Duncan

12-23-25



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 12, 2026

SUBJECT: Approval of the Minutes of the Village Board of Trustees Special Meeting held on December 15, 2025

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

Village of Villa Park Board of Trustees

Meeting Minutes – December 15, 2025

(Minutes created by YouTube transcript)

Date: December 15, 2025

Time: Meeting called to order at 7:01 PM

Location: Village of Villa Park

Villa Park Recreation Center

320 E. Wildwood Avenue

Villa Park, IL 60181

1. Call to Order & Roll Call

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

2. Pledge of Allegiance

- Attendees stood for the Pledge of Allegiance.

3. Amendments to the Agenda

None

4. Public Comments on Agenda Items

None

5. Public Comments on Non-Agenda Items

- **Larry Hebert:** Mr. Herbert stated he was there to discuss permits. The Village Manager and Village President were aware of the situation regarding an incident at the Dunkin Donuts on St. Charles Road. The business was shut down for 5 days while waiting for a permit. He stated that he was told that George Benes couldn't get there to give them their permit. I recommended they contact Mike Rivas. He also stated that George Benes is a contractor and a Village Inspector and that is wrong. He suggested that the Village should get the permits issued to businesses or get rid of the permits. They should not need to be shut down for a long time waiting for a permit.

6. Proclamations

None

7. Presentation

None

8. Appointment to Commission

None

9. Consent Agenda

- The Consent Agenda included the following items:
 - a. Bill Listing for the week of December 1, 2025 in the amount of \$3,326,991.89 and for the week of December 9, 2025 in the amount of \$398,655.59.
 - b. Approval of the Minutes of the Village Board of Trustees meeting held on October 13, 2025.
 - o Motion to approve the consent agenda made by Trustee Kozar and seconded by Trustee Konstatos.

Trustee Konstatos asked if these minutes are the ones that needed the correction. Manager Rivas stated that he believes that is the reason.

Roll Call Vote:

Ayes: Trustees Cordova, Konstatos, Kozar, Kumar, Sabri
Nays: None

Motion passed. Consent Agenda approved.

10. Ordinance for First Reading

None

11. Ordinance for Second Reading

None

12. Ordinances

- a. An ordinance adopting a Budget for the Village of Villa Park, County of DuPage, State of Illinois, for all Corporate Purposes, in lieu of an Annual Appropriation Ordinance, for the Fiscal Year commencing on January 1, 2026 and ending on December 31, 2026.

Motion to approve ordinance made by Trustee Kozar and seconded by Trustee Konstatos.

Trustees Konstatos, Kumar and Sabri had questions regarding several numbers in the proposed budget. Director Mika, Director Racanelli and Director Guerra addressed their concerns regarding Parks, Recreation, Pool and Equipment Capital Plan. Several items have been requested to be provided to the board:

- Expenses that were incurred that went over budget for the new recreation center.
- List of what caused us to go over budget and specifically what was spent on what
- Check to see if these overages were approved by the board and who made that request
- Leases on equipment and new purchases of equipment – provide a detailed list of all these items
- Specifics regarding money spent on Iowa Community Center and the Fire Department renovations

President Patrick stated he would like to start, in June, with a budget workshop where we can get some guidance and education on how to understand municipal budgets. Also the public should be able to attend. He also asked that the Recreation Commission to start assessing the fees and programs for the recreation center and the pool – what is working and what can we do differently – we can fine tune this since we have been here a year.

Manager Rivas stated that he will get the board everything they are asking for. The Recreation and Parks Departments are a zero-sum game. They don't look for a profit, but to break even. Now we have a full year of data to analyze and see what will work and what doesn't. We will do the same for the pool. In addition, we should have a meeting between the board and staff in the summer to go over the information for the budgets.

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: Trustee Cordova

Ordinance Passes

President Patrick asked that if Board has further questions for staff, please email staff so they can answer them directly, and please cc me on those emails.

- b. An ordinance Levying Taxes for the Fiscal Year of the Village of Villa Park, DuPage County, Illinois commencing on the first day of January 2024 and ending on the thirty-first day of December 2025, collectible in 2026.

Motion to approve ordinance made by Trustee Konstatos and seconded by Trustee Kumar

No Discussion

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: Trustee Cordova

Ordinance Passes

- c. Ordinance abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$3,010,000 General Obligation Bonds (Alternate Revenue Source), Series 2017, of the Village of Villa Park, DuPage County, Illinois.

As part of the annual property tax process, the Village routinely abates a property tax levy for debt service when it has certain funds available to pay the debt. Abating the property tax means we are informing the County that we do not need property tax revenues to pay

the debt service on these bonds. These bonds were issued as part of our plan to manage TIF 3 debt, which had insufficient revenue to cover the increasing debt service payments.

Motion to approve ordinance made by Trustee Kozar and seconded by Trustee Konstatos

Trustee Cordova asked if we have a forecast on when we think TIF 3 will be where we think it should be. Manager Rivas stated that there is none that we can provide at this time but in the future, we can provide a forecast moving forward.

Roll Call Vote:

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

Nays: None

Ordinance Passes

- d. Ordinance abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$2,645,000 General Obligation Alternate Bonds (Sales Tax Alternate Revenue Source), Series 2018A, of the Village of Villa Park, DuPage County, Illinois.

Motion to approve ordinance made by Trustee Konstatos and seconded by Trustee Kozar

No Discussion

Roll Call Vote:

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

Nays: None

Ordinance Passes

- e. Ordinance abating the tax hereto levied for the year 2025 to pay the principal of and interest on \$2,735,000 General Obligation Alternate Bonds (Sales Tax Alternate Revenue Source), Series 2019A, of the Village of Villa Park, DuPage County, Illinois.

Motion to approve ordinance made by Trustee Kumar and seconded by Trustee Konstatos

Trustee Kumar requested she would like to discuss the status of all of these General Obligation Bonds when we have our budget discussions in June. President Patrick agrees. Manager Rivas advised that there is a spreadsheet on that and he will get it to the you.

Roll Call Vote:

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

Nays: None

Ordinance Passes

- f. Ordinance of the Village of Villa Park, DuPage County, Illinois waiving the Bidding Requirements and Approving the Purchase of Two Stryker Power Stair Chairs in an

amount not to exceed \$30,275.16.

Staff recommends approval of this ordinance to waive the competitive bid process and authorize the Village Manager to purchase two X-pedition Power Stair Chairs and related accessories from Stryker Sales, LLC of Chicago, IL, the sole provider, in the amount of \$320,275.16

Motion to approve ordinance made by Trustee Sabri and seconded by Trustee Konstatos

No Discussion

Roll Call Vote:

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

Nays: None

Ordinance Passes

13. Resolutions

- a. A resolution approving a Lease and Museum Services Agreement with the Villa Park Historical Society.

This resolution would approve a lease agreement with the Villa Park Historical Society for the village's property located at 220 S. Villa Avenue. Under the terms of this renewal, the VPHS would continue to occupy and manage the Villa Park Historical Museum & Visitors Welcome Center on that property. Staff recommends approval.

Motion to approve ordinance made by Trustee Konstatos and seconded by Trustee Sabri.

No Discussion

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: None

Resolution Passes

- b. A resolution of the Village of Villa Park, DuPage County, Illinois, approving a Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council on Behalf of Villa Park Police Sergeants and Lieutenants Amending Uniform Allowances.

The resolution would approve an amendment to the CBA between the Village and the sergeants' and lieutenants' union in the form of a "side letter". The goal of the side letter is to clarify the procedures for procuring ballistic vests and outside carriers for sergeants and lieutenants. The Union has already approved the side letter. Staff recommends approval.

Motion to approve ordinance made by Trustee Sabri and seconded by Trustee Konstatos.

No Discussion

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: None

Resolution Passes

- c. A resolution of the Village of Villa Park, DuPage County, Illinois, approving a Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa Park and the Illinois Fraternal Order of Police Labor Council on Behalf of Villa Park Patrol Officers Amending Uniform Allowances.

The resolution would approve an amendment to the CBA between the Village and the patrol officers' union in the form of a "side letter". The goal of the side letter is to clarify the procedures for procuring ballistic vests and outside carriers for patrol officers. Staff recommends approval.

Motion to approve ordinance made by Trustee Konstatos and seconded by Trustee Sabri.

No Discussion

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: None

Resolution Passes

- d. A resolution of the Village of Villa Park, DuPage County, Illinois, approving a Collective Bargaining Agreement with the International Association of Firefighters Local 2392.

Motion to approve ordinance made by Trustee Konstatos and seconded by Trustee Sabri.

Trustee Cordova asked to make sure whoever had questions before on these resolutions has had their questions answered. Trustee Sabri stated that these questions were answered.

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: None

Resolution Passes

- e. A resolution of the Village of Villa Park, DuPage County, Illinois, approving a Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa Park and the International Association of Fire Fighters, Local 2392 regarding Earned Benefits and Staffing.

The resolution would approve an amendment to the CBA between the Village and the fire fighters' union in the form of a "side letter". The goal of the side letter is to clarify future staffing levels and the procedures for certain benefits following the switch to a calendar year schedule in the new CBA. Staff recommends approval.

Motion to approve ordinance made by Trustee Sabri and seconded by Trustee Konstatos.

No Discussion

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: None

Resolution Passes

- f. A resolution of the Village of Villa Park, DuPage County, Illinois, authorizing and approving an agreement with American Conservation and Billing Solutions Inc. to provide Aqua Hawk Software for Water Utility Billing.

Aqua Hawk Software is a customer service portal to allow residents to view their water usage in real time with the ability to set notifications alerting them of exceeding user-defined usage of water of water or defined bill limit to help reduce high water bills due to small water leaks and provide more transparency for residents. Additionally, the software will allow a connection to pay their water bill directly into the BS&A software. The agreement is for a one-time set-up fee of \$17,500 and then an annual fee of \$15,132. Staff recommends approval.

Motion to approve ordinance made by Trustee Kozar and seconded by Trustee Kumar.

Trustee Kumar asked how many individuals complain about water leaks? Director Guerra responded that you would be surprised with how many high water usage complaints we receive. Small leaks can lead to high usage. You can see your usage in real time with this system. Trustee Kumar asked what was the process of handling these calls? Is the user responsible? Director Guerra explained that the resident is responsible for the bill. This system is good for them to be able to see their usage whenever they want. The new meters download that the usage information every hour. Trustee Kumar asked why we chose Aqua Hawk. Director Guerra explained that Aqua Hawk was recommended and they are just a portal. Most other programs want to provide billing also. This software works well with our meters. Trustee Kumar asked how we are going to let the residents know how to use it. Director Guerra explained that when they sign up, the residents will let us know how they want to be contacted. As far as the rollout, it is a 5 week implementation. We will send out blasts via social media, our website, water bills, etc. to inform everyone. We will roll it out several times. President Patrick agreed with the importance of the roll out.

Trustee Sabri questioned the increase in water rates from 2010 to 2025. What is the cost of this going to be to the residents? We need to be clear about the program as well as the fees. President Patrick commented that the program will save people money if they do incur a leak. Director Guerra explained that based on the costs, the annual cost to the residents will be about \$2 per year. Trustee Cordova said he loved this program and agreed with sending the information on the water bills. Trustee Konstatos stated that this is great program, especially for business owners as well. She also asked if this amount is in the budget. Director Guerra stated that both fees for the first year are in the budget and the \$15,000 after that will be in the budget. Group messaging is limited on our plan and do not plan to overuse it, which would cost an additional fee. I know the system is an online system, but will check to see if there is an app option also.

Trustee Kumar stated that this will pay for itself in terms of labor costs.

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: None

Resolution Passes

- g. A resolution authorizing the Expansion of the Scope of Work for the Villa Park Fire Station 82 Renovation Project and the approval of an Amendment to the Professional Architectural and Engineering Consulting Services Agreement with Kluber, Inc., at an increased amount from \$24,700.00 to \$48,210.00.

The resolution authorizes the Village Manager to execute an amendment to the agreement with Kluber Inc. for professional architectural and engineering consulting services related to the renovation of Fire Station 82. Due to an expanded project scope, the cost of these consulting services has increased to \$48,210.00. Staff recommends approval of this resolution.

Motion to approve ordinance made by Trustee Sabri and seconded by Trustee Konstatos

Trustee Konstatos asked for more clarification why the amount doubled as well as President Patrick asked if this increase was for consulting services or actual work. Chief Stapleton explained that this is a modification of the original scope of interior renovations for Station 82 to combine other projects that need to be done also. This cost is for the design and architectural drawings for the project. We don't have to do everything this is listed right away and can push some things to fall of 2026 or into 2027. It is more cost efficient to have the designs and plans done at one time.

Roll Call Vote:

Ayes: Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri (with a provision)

Nays: None

Resolution Passes

14. Unfinished Business

None

15. New Business

Trustee Kumar:

Would like to have a line item added to the budget for charitable contributions showing a specific amount.

Trustee Konstatos:

Could we make a policy that stipulates when something is budgeted that you cannot go over. Maybe have each department present the board with a monthly report showing how much they budgeted and how much has been spent against that budgeted amount. If they are at their limit, they cannot go over unless they present this to the board with what they need and why, and ask if they can have it. President Patrick stated that he likes that idea and requested to the Village for 2026 is to provide monthly department reports that show where they stand each month with that budget. Manager Rivas asked if in addition, there is the possibility of including the percentage used of the overall budget.

Permits have been coming up a lot. I would like to see a COW after the first of the year to talk about permits and what kind of changes we can make. President Patrick explained that Director House has hosted an event recently about that. I think it is a great idea. We would like more community feedback. Also, could we try to do this regularly. Also, lets look at times and dates that our resident would be able to attend these discussions.

Street lights on St. Charles Road are very dim. Can we address this? Maybe give it to a commission?

Trustee Kozar:

Looking into meetings and adjudication hearings being recorded. Manager Rivas stated that Erica Thomas is absolutely okay with this. Moving forward, we will be doing audio and video recording and it will be available on our YouTube channel as well.

Trustee Cordova:

Q1 26 - we will be working on the 5-year financial plan. I would like it to be a COW or some type of presentation to our residents as well as the water and sewer rate study we will be doing. Manager Rivas stated that we can shoot for the February COW meeting and if need be, carry it over to the March COW meeting.

Trustee Kumar:

I would like to ask that if finance finds that things are getting close to the cap in the budget, that Director Mika please bring it to our attention. Trustee Konstatos explained that this is what we are already going to request from the department heads. Further discussion ensued between the two Trustees regarding this.

16. Village Commission Reports

None

17. Village Clerk's Report

None

18. Village Trustees' Report

Trustee Kumar:

Happy Holidays.

Trustee Sabri:

Thank you to Chief Kubish and the Police Department for their quick response on getting me the information I asked for.

Happy Holidays. Enjoy. Stay Healthy. Happy New Year.

Trustee Konstatos:

Thank you to the department heads who got back to me right away and set up appointments for me to sit down with them.

Happy Holidays. Enjoy the moment. Happy New Year and Safe New Year.

Here is to a wonderful 2026 for Villa Park and everyone who lives here..

Trustee Cordova:

There is a lot going on in this world and a lot of pain happening right now. I hope

people will take a reset during the holidays. Take care of yourselves and be safe. Happy Holidays.

Trustee Kozar:

We just passed the budget, but remember we can make amendments. So keep asking questions and continue doing your research. Give grace to our Village Manager and our department heads. Our Manager has come a long way in just 6 months. I feel the Board has a good line of communication through the Manager's office. We made a lot of good strides. I'm excited to see what 2026 will bring. Thank you to Manager Rivas. Enjoy your holidays. Hope to see everyone at Village Hall in 2026.

19. Village President's Report

Thank you to everyone who came out for our first town hall meeting. Everyone together makes Villa Park successful. President Patrick recognized specific Village staff members and presented them with a gift, while mentioning all the accomplishments of 2025. Our staff is the backbone of the Village.

20. Village Manager's Report

I look forward to the challenges and know our staff will hit them head on. Looking forward to 2026. Thank you to the staff and the Board.

21. Executive Session

None

22. Adjournment

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

Voice Vote:

Ayes: All

Nays: None

Meeting adjourned at 8:45 p.m.

Respectfully Submitted,

Rolf Laukant
Village Clerk



MEMORANDUM

TO: Village Board of Trustees
FROM: Rich Salerno
DATE: January 12, 2026
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 24-203593 in the Amount of \$100,000.00

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 \$100,000.00 to use for all prior occurring costs associated with 8-inch watermain installation for the Iowa and Vermont Improvement Project.

BACKGROUND:

The Iowa and Vermont Improvement Project was constructed in CY 2024. The project's objective was to improve the condition of the roadway and improve water system capacity and reliability. The scope of construction included the replacement of the existing water main on North Iowa Avenue from Vermont Street to Plymouth Street and on West Vermont Street from Iowa Avenue to Wisconsin Avenue. The scope also included street improvements on North Iowa Avenue from Vermont Street to Plymouth Street and all necessary restoration work associated with these improvements. The final adjusted contract amount of \$1,350,856.30 for construction.

DISCUSSION:

The village has been awarded grant funding of \$100,000.00 to use for all prior occurring costs associated with 8-inch watermain installation through DCEO. The village had previously been awarded grant funding of \$600,000 for the construction of the project through the Community Development Block Grant (CDBG) program. Funding for the remaining balance of construction costs was taken from the Street Improvement and Water Supply funds.

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 24-203593 in the Amount of \$100,000.00

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 24-203593 in the amount of \$100,000.00 to use for all prior occurring costs associated with 8-inch watermain installation; 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 reimbursement of construction costs for the Iowa and Vermont Improvement Project.

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 12 day of January, 2026, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this 12 day of January, 2026.

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 Authorized Representative

Date: _____

Printed Name: Kevin Patrick

Printed Title: Village President

Email: presidentpatrick@invillapark.com

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

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 **12/01/2025** and expires on **11/30/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. **Amount of Agreement.** Grant Funds must not exceed **\$100,000.00**, 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 1758-62135.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **TGAEKG77EJ1** 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):

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|--|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Pharmacy-Non Corporate |
| <input type="checkbox"/> | Sole Proprietorship | <input type="checkbox"/> | Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Tax Exempt |
| <input type="checkbox"/> | Corporation (includes Not For Profit) | <input type="checkbox"/> | Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> | Medical Corporation | | |
| <input checked="" type="checkbox"/> | Governmental Unit | <input type="checkbox"/> | P = partnership |
| <input type="checkbox"/> | Estate or Trust | <input type="checkbox"/> | 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:

SCOPE OF WORK

Grant funds will be utilized for a portion of the costs, including any that are prior incurred, associated with the purchase and installation of new water mains along the Grantee owned Iowa Avenue and Vermont Streets in Villa Park, Illinois.

The completion of this project will benefit the public by providing a more reliable water system for residents. The Grantee's Fire Department will also benefit by being able to utilize the increased capacity of the system without concern of causing line breaks or service interruptions during emergencies.

Project Work Plan

The grantee shall administer the project as outlined in the Grantee's Project Work Plan as approved by the Grantor. The Project Work plan may be modified with Grantor approval throughout the Term of this Agreement. The Project Work Plan, once approved by the Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

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: Kevin L Mantels
Title: Assistant Village Engineer
Address: 20 South Ardmore Avenue
Villa Park, IL 60181-2610
Phone: 630-834-8505
TTY#: N/A
Email: kmantels@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.

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.208:

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.

March 2026

- Quarterly Periodic Financial Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager

June 2026

- Quarterly Periodic Financial Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager

September 2026

- Quarterly Periodic Financial Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager

December 2026

- Quarterly Periodic Financial Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager

March 2027

- Quarterly Periodic Financial Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager

June 2027

- Quarterly Periodic Financial Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager

September 2027

- Quarterly Periodic Financial Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager

December 2027

- Quarterly Periodic Financial Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager

January 2028

- End of grant Closeout Financial Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; Send To: Grant Manager
- End of grant Closeout Performance Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; 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
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
X	Illinois Dept. of Natural Resources	X	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	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:	420-00-1758
		Grant Number:	24-203593
CSFA Description:	Site Improvements		

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested	\$100,000.00	
--	--------------	--

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	\$100,000.00	
1229 PLUMBING		\$99,088.00
1233 OTHER CONSTRUCTION EXPENSES		\$912.00
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)	\$100,000.00	\$100,000.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text"/> %		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$100,000.00	\$100,000.00

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 Negotiated 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, Appendix 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 CFR 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: _____

Institution/Organization: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Phone: _____

Phone: _____

Date: _____

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.

Conflict of Interest Disclosure

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose in writing to the awarding State agency any actual or potential conflict of interest that could affect the State award for which the Grantee has applied or has received. See 30 ILCS 708/35; 44 Ill. Admin Code § 7000.40(b)(3); 2 CFR § 200.112. A conflict of interest exists if an organization's officers, directors, agents, employees and/or their spouses or immediate family members use their position(s) for a purpose that is, or gives the appearance of, being motivated by a desire for a personal gain, financial or nonfinancial, whether direct or indirect, for themselves or others, particularly those with whom they have a family business or other close associations. In addition, the following conflict of interest standards apply to governmental and non-governmental entities.

Definitions:

Governmental Entity. If the Grantee is a governmental entity, no officer or employee of the Grantee, member of its governing body or any other public official of the locality in which the award objectives will be carried out shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

Non-governmental Entity. If the Grantee is a non-governmental entity, no officer or employee of the Grantee shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

The Grantee shall also establish safeguards, evidenced by policies, rules and/or bylaws, to prohibit employees or officers of Grantee from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee has a continuing duty to immediately notify the Department of Commerce and Economic Opportunity (the "Department") in writing of any actual or potential conflict of interest, as well as any actions that create or which appear to create a conflict of interest.

Are there any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied?

No

Yes

If there are any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied, please describe them all here:

If the Grantee provided information above regarding a current potential conflict of interest or any actions that create or appear to create a conflict of interest, the Grantee must immediately provide documentation to the applicable Department grant manager to support that the potential conflict of interest was appropriately handled by the Grantee's organization. If at any later time, the Grantee becomes aware of any actual or potential conflict of interest, the Grantee must notify the Department's grant manager immediately, and provide the same type of supporting documentation that describes how the conflict situation was or is being resolved.

Supporting documentation should include, but is not limited to, the following: the organization's bylaws; a list of board members; board meeting minutes; procedures to safeguard against the appearance of personal gain by the organization's officers, directors, agents, and family members; procedures detailing the proper internal controls in place; timesheets documenting time spent on the award; and bid documents supporting the selection of the contractor involved in the conflict, if applicable.

By signing this document, below, as the duly authorized representative of Grantee, I hereby certify that:

- All of the statements in this Conflict of Interest Disclosure form are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- If I become aware of any situation that conflicts with any of the representations herein, or that might indicate a potential conflict of interest or create the appearance of a conflict of interest, I or another representative from my organization will immediately notify the Department's grant manager for this award.
- I have read and I understand the requirements for the Conflict of Interest Disclosure set forth herein, and I acknowledge that my organization is bound by these requirements.

Grantee Organization (Company Name):

Signature of Authorized Representative

Date

Printed Title (Authorized Signator Title):

Printed Name (Authorized Signator Name):

CSFA Number



MEMORANDUM

TO: Village Board of Trustees
FROM: Rich Salerno
DATE: January 12, 2026
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 24-203622 in the Amount of \$300,000.00

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 \$300,000.00 to use for all prior occurring costs associated with sanitary sewer line installation for the Monterey Avenue Improvement Project (Washington to Park).

BACKGROUND:

The Monterey Avenue Improvement Project (Washington to Park) completed construction in CY 2023. This project was also known as the Washington Sewer separation Project - Phase I and consisted of roadway improvements and combined sewer separation efforts. The final adjusted contract amount of \$4,341,933.23 for construction.

DISCUSSION:

The village has been awarded grant funding of \$300,000.00 to use for all prior occurring costs associated with sanitary sewer line installation through DCEO. The village had previously been awarded loan funding of \$3,400,000 for the construction of the project through the Illinois Environmental Protection Agency (IEPA).

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 24-203622 in the Amount of \$300,000.00

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 24-203622 in the amount of \$300,000.00 to use for all prior occurring costs associated with sanitary sewer line installation; 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 reimbursement of construction costs for the Monterey Avenue Improvement Project.

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 12 day of January, 2026, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this 12 day of January, 2026.

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 Authorized Representative

Date: _____

Printed Name: Kevin Patrick

Printed Title: Village President

Email: presidentpatrick@invillapark.com

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

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 **12/01/2025** and expires on **11/30/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$300,000.00**, 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 1758-62137.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **TGAEKG77EJ1** 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):

- | | | | |
|-------------------------------------|---------------------------------------|--------------------------|--|
| <input type="checkbox"/> | Individual | <input type="checkbox"/> | Pharmacy-Non Corporate |
| <input type="checkbox"/> | Sole Proprietorship | <input type="checkbox"/> | Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Tax Exempt |
| <input type="checkbox"/> | Corporation (includes Not For Profit) | <input type="checkbox"/> | Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> | Medical Corporation | | |
| <input checked="" type="checkbox"/> | Governmental Unit | <input type="checkbox"/> | P = partnership |
| <input type="checkbox"/> | Estate or Trust | <input type="checkbox"/> | 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:

SCOPE OF WORK

Grant funds will be utilized for a portion of the costs, including any that are prior incurred, associated with the purchase and installation of new sanitary sewer line along the Grantee owned Monterey and Highland Avenues in Villa Park, Illinois.

The completion of this project will benefit the public by providing a more reliable wastewater system preventing flooding during heavy downpours.

Project Work Plan

The grantee shall administer the project as outlined in the Grantee's Project Work Plan as approved by the Grantor. The Project Work plan may be modified with Grantor approval throughout the Term of this Agreement. The Project Work Plan, once approved by the Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

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: Kevin L Mantels
Title: Assistant Village Engineer
Address: 20 South Ardmore Avenue
Villa Park, IL 60181-2610
Phone: 630-834-8505
TTY#: N/A
Email: kmantels@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.

The result of the Grantee's Internal Control Questionnaire indicated that the Grantee must complete the following specific conditions pursuant to 2 C.F.R. Section 200.208:

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.

March 2026

- Quarterly Periodic Financial Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager

June 2026

- Quarterly Periodic Financial Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager

September 2026

- Quarterly Periodic Financial Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager

December 2026

- Quarterly Periodic Financial Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager

March 2027

- Quarterly Periodic Financial Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager

June 2027

- Quarterly Periodic Financial Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager

September 2027

- Quarterly Periodic Financial Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager

December 2027

- Quarterly Periodic Financial Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager

January 2028

- End of grant Closeout Financial Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; Send To: Grant Manager
- End of grant Closeout Performance Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; 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
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
X	Illinois Dept. of Natural Resources	X	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	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:	420-00-1758
		Grant Number:	24-203622
CSFA Description:	Site Improvements		

Section A: State of Illinois Funds

Revenues

	<u>Summary</u>	<u>Detail</u>
State of Illinois Grant Amount Requested	\$300,000.00	

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	\$300,000.00	
1229 PLUMBING		\$300,000.00
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)	\$300,000.00	\$300,000.00
17. Total Indirect Costs (200.414)		
Rate: <input type="text"/> %		
Base: <input type="text"/>		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$300,000.00	\$300,000.00

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 Negotiated 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, Appendix 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 CFR 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.

Conflict of Interest Disclosure

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose in writing to the awarding State agency any actual or potential conflict of interest that could affect the State award for which the Grantee has applied or has received. See 30 ILCS 708/35; 44 Ill. Admin Code § 7000.40(b)(3); 2 CFR § 200.112. A conflict of interest exists if an organization's officers, directors, agents, employees and/or their spouses or immediate family members use their position(s) for a purpose that is, or gives the appearance of, being motivated by a desire for a personal gain, financial or nonfinancial, whether direct or indirect, for themselves or others, particularly those with whom they have a family business or other close associations. In addition, the following conflict of interest standards apply to governmental and non-governmental entities.

Definitions:

Governmental Entity. If the Grantee is a governmental entity, no officer or employee of the Grantee, member of its governing body or any other public official of the locality in which the award objectives will be carried out shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

Non-governmental Entity. If the Grantee is a non-governmental entity, no officer or employee of the Grantee shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

The Grantee shall also establish safeguards, evidenced by policies, rules and/or bylaws, to prohibit employees or officers of Grantee from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee has a continuing duty to immediately notify the Department of Commerce and Economic Opportunity (the "Department") in writing of any actual or potential conflict of interest, as well as any actions that create or which appear to create a conflict of interest.

Are there any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied?

No

Yes

If there are any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied, please describe them all here:

If the Grantee provided information above regarding a current potential conflict of interest or any actions that create or appear to create a conflict of interest, the Grantee must immediately provide documentation to the applicable Department grant manager to support that the potential conflict of interest was appropriately handled by the Grantee's organization. If at any later time, the Grantee becomes aware of any actual or potential conflict of interest, the Grantee must notify the Department's grant manager immediately, and provide the same type of supporting documentation that describes how the conflict situation was or is being resolved.

Supporting documentation should include, but is not limited to, the following: the organization's bylaws; a list of board members; board meeting minutes; procedures to safeguard against the appearance of personal gain by the organization's officers, directors, agents, and family members; procedures detailing the proper internal controls in place; timesheets documenting time spent on the award; and bid documents supporting the selection of the contractor involved in the conflict, if applicable.

By signing this document, below, as the duly authorized representative of Grantee, I hereby certify that:

- All of the statements in this Conflict of Interest Disclosure form are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- If I become aware of any situation that conflicts with any of the representations herein, or that might indicate a potential conflict of interest or create the appearance of a conflict of interest, I or another representative from my organization will immediately notify the Department's grant manager for this award.
- I have read and I understand the requirements for the Conflict of Interest Disclosure set forth herein, and I acknowledge that my organization is bound by these requirements.

Grantee Organization (Company Name):

Signature of Authorized Representative

Date

Printed Title (Authorized Signator Title):

Printed Name (Authorized Signator Name):

CSFA Number



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 12, 2026

SUBJECT: An Ordinance of the Village of Villa Park, Illinois Approving a Plat of Subdivision for the Properties at 1125 and 1129 Harvard Avenue, Villa Park (Kalsi's Resubdivision).

RECOMMENDED ACTION:

This Ordinance approves a Plat of Subdivision for Kalsi's Resubdivision to permit a two-lot subdivision for the properties at 1125 and 1129 N. Harvard Avenue.

BACKGROUND:

The Village's Subdivision Regulations permit administrative plat approval for proposed subdivisions which meet parameters including:

- a. The lot are located in a residential zoning district;
- b. The lot is less than one (1) acre;
- c. The subdivision shall not involve any new streets, extension of existing streets, or easements of access;
- d. The subdivision shall not exceed two (2) lots;
- e. The subdivision shall comply with all provisions of the zoning ordinance, subdivision regulations, stormwater, and all other applicable ordinances.

The proposed subdivision resubdivides 2.5 lots within the existing subdivision into two (2) lots. The proposed plat of subdivision complies with the above requirements for administrative plat approval and requires an Ordinance for approval prior to recording the Plat of Subdivision.

DISCUSSION:

The Plat of Subdivision requires an Ordinance for approval prior to the Village President signing the plat for recording.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A FINAL PLAT OF SUBDIVISION COMMONLY KNOWN AS KALSI'S RESUBDIVISION FOR THE PROPERTY LOCATED AT 1125 AND 1129 NORTH HARVARD AVENUE, VILLA PARK

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, the President and the Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore exercised the power conferred on them under the Illinois Municipal Code by adopting Article II of the Official Plan of the Village of Villa Park regarding subdivisions (the "*Subdivision Regulations*"); and

WHEREAS, Harpreet and Surinder Kalsi (the "*Applicants*" and "*Owners*"), submitted an application requesting approval of the subdivision of property, as attached hereto as Exhibit A (the "*Plat of Subdivision*"), for the property commonly known as 1125 and 1129 North Harvard Avenue, Villa Park, Illinois, as legally described in the Plat of Subdivision (the "*Property*"); and,

WHEREAS, the Village's Community & Economic Development Director (the "*Director*") reviewed the Plat of Subdivision and determined that the Plat of Subdivision met all criteria required to be eligible for administrative plat approval pursuant to the Subdivision Regulations, namely that:

- (a) the lot is located in a residential zoning district;
- (b) the lot is less than one (1) acre;
- (c) the subdivision involves no new street, extension of existing streets, or access easement;
- (d) the subdivision does not exceed two (2) lots; and,

Ordinance No. _____

(e) the subdivision complies with all provisions of the zoning ordinance, subdivision regulations, stormwater, and all other applicable ordinances; and,

WHEREAS, following the Applicants' final submission of all required documents and fees, the Director approved the Plat of Subdivision and transmitted the Plat of Subdivision and supporting documentation to the Corporate Authorities for their approval; 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 approve the Plat of Subdivision.

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 Plat of Subdivision, the Director's approval, and the Director's supporting documentation, all of which is incorporated by reference into this Ordinance.

Section 3. The Corporate Authorities find and determine that the adoption of the Plat of Subdivision is in the public interest and is in furtherance of the progressive demands of orderly Village development. Furthermore, the Corporate Authorities find and determine that the Plat of Subdivision meets the requirements of the Subdivision Regulations of the Village.

Section 4. The Plat of Subdivision for "*Kalsi's Resubdivision*," a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved.

Section 5: The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take any such actions required on the part of the Village to execute and ensure the recording of the Plat of Subdivision with the County of DuPage.

Ordinance No. _____

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

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 upon its passage, approval and publication as provided by law.

ADOPTED THIS ____ DAY OF _____, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this ____ day of _____, 2026

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

ATTESTED and filed in my office,
this ____ day of _____, 2026

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

Ordinance No. _____

EXHIBIT A

Plat of Subdivision

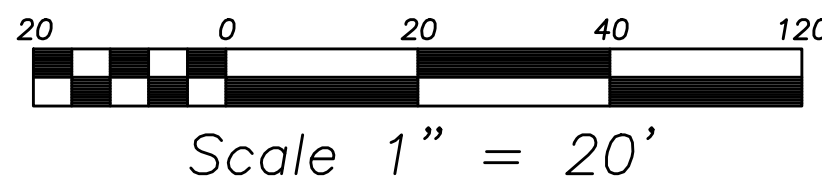
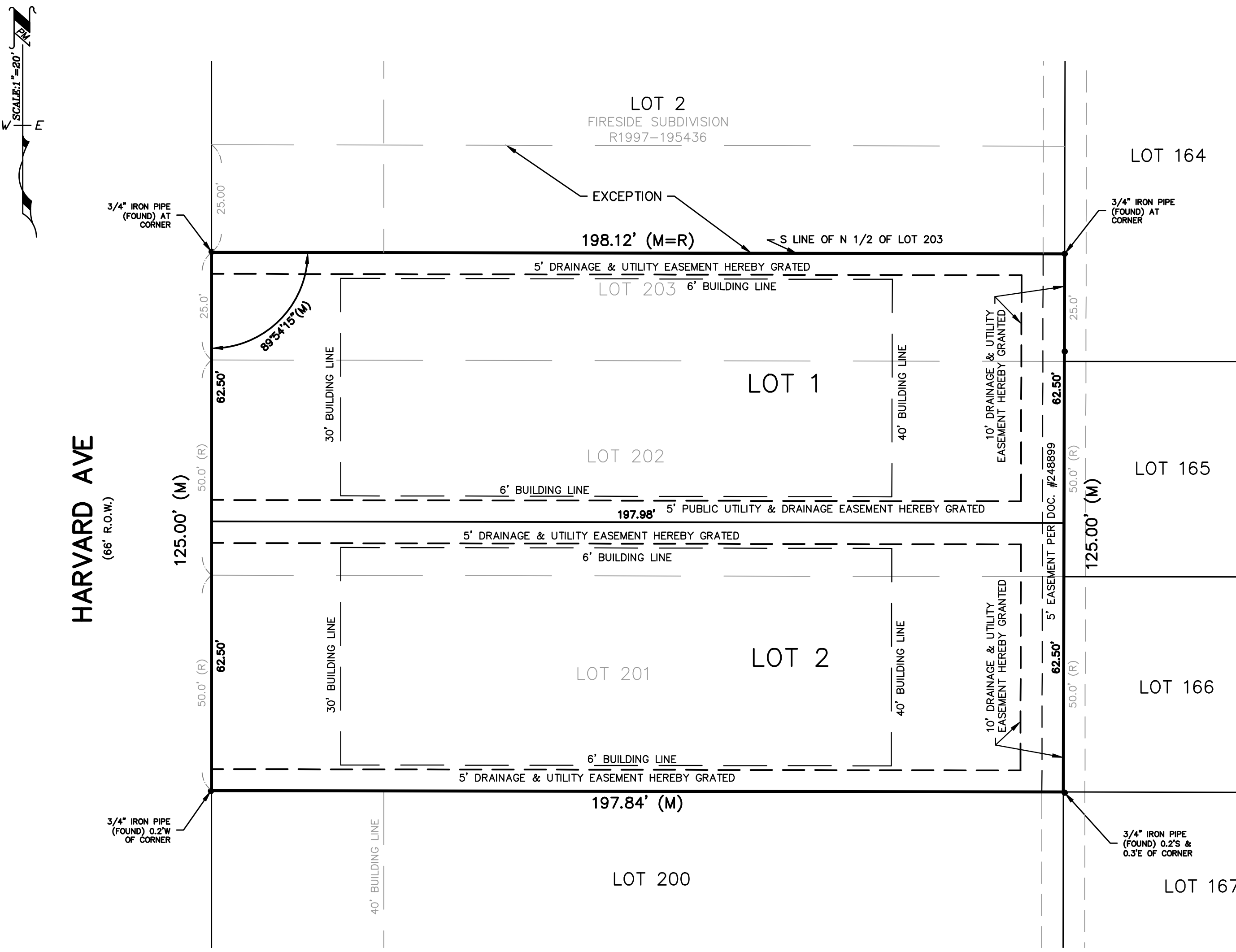
(See attached)

KALSI'S RESUBDIVISION

BEING A RESUBDIVISION OF LOTS 201, 202 AND THE SOUTH HALF OF LOT 203 IN VOLK BROTHERS' ARDMORE AVENUE ADDITION TO VILLA PARK, IN PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

AFTER RECORD SUBMIT TAX BILL TO:

ADDRESS: 1125 & 1129 HARVARD AVENUE, VILLA PARK



Drainage Easement Provisions

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF VILLA PARK AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED "DRAINAGE EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS TRANSMISSION AND DISTRIBUTION SYSTEMS INCLUDING OVERLAND FLOOD ROUTES, DETENTION FACILITIES, STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER, AND THROUGH, SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, PLANTS, OR OTHER APPURTENANCES ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS, OR OTHER DRAINAGE FACILITIES. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT BUT SAME MAY BE USED AT THE RISK OF THE OWNER FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE VILLAGE OF VILLA PARK.

Utility Easement Provisions

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF VILLA PARK AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED "UTILITY EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY LINES, INCLUDING BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER, AND THROUGH, SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, PLANTS, OR OTHER APPURTENANCES ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE UTILITIES. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT BUT SAME MAY BE USED AT THE RISK OF THE OWNER FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE VILLAGE OF VILLA PARK.

DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
APPROVED AND ACCEPTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE VILLAGE OF VILLA PARK, ILLINOIS.
THIS ____ DAY OF _____, A.D. 20____.
BY: _____
COMMUNITY DEVELOPMENT DIRECTOR

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
APPROVED AND ACCEPTED BY THE VILLAGE ENGINEER OF THE VILLAGE OF VILLA PARK, ILLINOIS.
THIS ____ DAY OF _____, A.D. 20____.
BY: _____
VILLAGE ENGINEER

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST ANY OF THE LAND INCLUDED IN THE ABOVE PLAT
DATED THIS ____ DAY OF _____, 20____ A.D.
BY: _____
VILLAGE CLERK
VILLAGE OF VILLA PARK

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AT A MEETING HELD
THIS ____ DAY OF _____, A.D. 20____ A.D.
BY: _____ ATTEST: _____
PRESIDENT VILLAGE CLERK

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS,
THIS ____ DAY OF _____, A.D. 20____.

COUNTY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, AFORESAID
ON THE ____ DAY OF _____, A.D. 20____, AT ____ O'CLOCK ____ M.
BY: _____
RECORDER OF DEEDS

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) S.S.
THIS IS TO CERTIFY THAT AS OWNER OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
WE FURTHER CERTIFY THAT THE PROPERTY HEREIN SUBDIVIDED LIES WITHIN GRADE SCHOOL DISTRICT: DISTRICT 4 HIGH SCHOOL DISTRICT: DISTRICT 88 COMMUNITY COLLEGE DISTRICT: COLLEGE OF DUPAGE 502 (425 FAWELL BLVD., GLEN ELLYN, IL)
DATED AT _____, ILLINOIS, THIS ____ DAY OF _____, A.D. 20____.
OWNER _____ OWNER _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
I, _____ A NOTARY PUBLIC IN AND FOR THE SID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT WHO IS(ARE) PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS(ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE(SHE)(THEY) SIGNED AND DELIVERED THE SAID INSTRUMENTS AS HIS(HER)(THEIR) OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 202____.
NOTARY PUBLIC _____ COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
THIS IS TO CERTIFY THAT BRUCE SMOLINSKI, AN ILLINOIS REGISTERED LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:
LOTS 201, 202 AND 203 EXCEPT THE NORTH HALF THEREOF IN VOLK BROTHERS' ARDMORE AVENUE ADDITION TO VILLA PARK, A SUBDIVISION IN SECTIONS 33 AND 34, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 21, 1927 AS DOCUMENT 248899, IN DUPAGE COUNTY, ILLINOIS.
AS SHOWN BY THE ATTACHED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
I FURTHER STATE THAT THIS SUBDIVISION IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF VILLA PARK, WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.
GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF DECEMBER, A.D. 2025.
ILLINOIS REGISTERED SURVEYOR 35-3251; LICENSE EXPIRES 11/30/26

SURVEYOR'S AUTHORIZATION TO RECORD

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
I, HEREBY DESIGNATE THE VILLAGE OF VILLA PARK, AND/OR REPRESENTATIVES THEREOF, TO RECORD THIS PLAT, A TRUE COPY OF WHICH HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN TO SAID PLAT.
DATED THIS 16TH DAY OF OCTOBER 2025, IN LAKE IN THE HILLS, KANE COUNTY, ILLINOIS.
BY: _____
BRUCE SMOLINSKI
ILLINOIS REGISTERED SURVEYOR 35-3251

SUBMITTED BY AND RETURN TO:
VILLAGE OF VILLA PARK
20 S. ARDMORE AVENUE
VILLA PARK, IL., 60181

ORDERED BY: SURINDER KALSI FILE NO. 220951

● = FOUND IRON STAKE
○ = SET IRON STAKE

POLENA ENGINEERING LLC
WHEATON: 630-653-6331
LAKE IN THE HILLS: 815-363-9200
INFO@POLENA.COM
WWW.POLENA.COM
ILLINOIS PROFESSIONAL DESIGN FIRM No. 184-007260
POLENA COMPANIES INCLUDE LAND TECHNOLOGY, LAMBERT & ASSOCIATES, ALAN J COULSON, HERITAGE LAND CONSULTANTS, PAF SEPTIC DESIGN, AND MIOSKE SURVEYING



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 12, 2026

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Section 1-110 of Chapter 1 (General Provisions) of the Villa Park Municipal Code Regarding the Use of Village Property for Civil Immigration Enforcement Activities.

RECOMMENDED ACTION:

This ordinance creates a new section of the Villa Park Municipal Code to prohibit the use of Village Property for civil immigration enforcement activities, while also adding protections for residents affected by those activities.

BACKGROUND:

This ordinance would clarify and strengthen the intent of Resolution 25065, which the Board adopted unanimously in September 2025 to affirm the Village's refusal to allow any expenditure of Village resources to assist in civil immigration enforcement operations. The codified ordinance prohibits the staging of those activities on Village-owned or Village-controlled properties and creates a secure process for reporting violations of that prohibition. Similar ordinances and codified protections have been adopted by Aurora, Elgin, Batavia, DuPage County, and other local governments.

DISCUSSION:

Section (a) prohibits the use of Village property for "planning, staging, assembling, mobilizing, deploying, or otherwise supporting civil immigration enforcement operations." Those operations are only allowed on Village property upon the presentation of a valid warrant, and enforcement officers must remove face coverings and ensure continuous visibility of their badges.

Section (b) requires the designation of restricted sites where signs will be posted to ensure notice of the above prohibition.

Section (c) outlines procedures for reporting violations.

Section (d) instructs Village employees, officials, or agents who witness civil immigration enforcement activities to advise affected individuals of their rights, as long as they can do so safely.

Section (e) prohibits agreements to use Village-owned or Village-controlled property for civil

immigration enforcement activities without Village Board approval.

Section (f) clarifies the scope of this ordinance in relation to other laws.

Ordinance No. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING SECTION 1-110 OF CHAPTER 1 (GENERAL PROVISIONS) OF THE VILLA PARK MUNICIPAL CODE REGARDING THE RESTRICTED USE OF VILLAGE PROPERTY FOR CIVIL IMMIGRATION ENFORCEMENT ACTIVITIES

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

WHEREAS, the Village has the authority to reasonably regulate the use of Village-owned property to ensure the effective delivery of Village services, the protection of public safety, and the management of Village resources; and

WHEREAS, the Tenth Amendment to the United States Constitution has affirmed, and the Supreme Court of the United States has recognized, the anti-commandeering principle of prohibiting the federal government from compelling state or local governments or their officials to administer or enforce federal regulatory programs, including civil immigration laws; and

WHEREAS, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) previously adopted Resolution No. 25065, the findings and contents of which are incorporated by reference into this paragraph, which affirmed the Village’s refusal to allow any expenditure of Village resources to assist the federal government in civil immigration enforcement operations; and

WHEREAS, the Corporate Authorities desire to codify and formalize the contents of Resolution No. 25065 within the Villa Park Municipal Code to provide clarity, consistency, and guidance to Village officials, employees, and residents; and

WHEREAS, the Corporate Authorities find that allowing the use of Village property for civil immigration enforcement has a negative impact on Village residents as it erodes trust, and discourages access to city services, including crime reporting, participation in community events, use of Village spaces, and participation in Village activities.

NOW, THEREFORE, BE IT ORDAINED 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 preambles to this Ordinance are found to

Ordinance No. _____

be true and correct and are hereby adopted as part of this Ordinance.

Section 2: Section 1-110 (“Reserved”) of Chapter 1 (“General Provisions”) of the Villa Park Municipal Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

Sec. 1-110. – ~~Reserved.~~ Restricted Use of Village Property

(a) Prohibition on Use of Village Property for Civil Immigration Enforcement

- (1) No Village-owned or Village-controlled property, including but not limited to buildings, parking areas, facilities, grounds, vehicles, or equipment, shall be made available or used for the purpose of planning, staging, assembling, mobilizing, deploying, or otherwise supporting civil immigration enforcement operations conducted by U.S. Immigration and Customs Enforcement (ICE) or any other federal agency acting in a civil immigration enforcement capacity.
- (2) Federal civil immigration enforcement actions shall only be allowed on Village-owned or Village-controlled property under the following conditions:
 - (A) Federal civil immigration enforcement officers shall present a valid warrant, and present and distribute a copy of said warrant, or otherwise verify the existence of a valid warrant in accordance with standard law enforcement protocol, to the Villa Park Police Department prior to undertaking any enforcement actions. The employee presented with the warrant shall immediately contact the Chief of Police and the Village Manager.
 - (B) Federal civil immigration enforcement officers shall remove face coverings and ensure continuous visibility of a badge issued by their respective agency.
 - (C) Village staff shall document all interactions with federal civil immigration enforcement officers and report those interactions to the Village Manager.

(b) Restricted Access Designations

- (1) Village-owned or Village-controlled property is designated as restricted, limited-access, or employee-only property as necessary to effectuate this policy, to preserve the uninterrupted delivery of Village services, to ensure the safety of Village employees and the public, and to maintain the Village’s neutrality with respect to federal civil immigration enforcement activities.
- (2) Village staff shall identify Village-owned or Village-controlled properties that either

Ordinance No. _____

have been used or are likely to be used for the purpose of planning, staging, assembling, mobilizing, deploying or otherwise supporting civil immigration enforcement operations.

- (3) Signs shall be clearly and conspicuously posted on properties identified as having been used or likely to be used for the purpose of planning, staging, assembling, mobilizing, deploying or otherwise supporting civil immigration enforcement operations. The signs shall state: "This property is owned or controlled by the Village of Villa Park. It may not be used for civil immigration enforcement activities."

(c) Observed Violations

- (1) Any Village employee, official, or agent who observes or becomes aware of any attempted, suspected, or actual use of Village-owned or Village-controlled property for the purpose of planning, staging, assembling, mobilizing, deploying, or otherwise supporting civil immigration enforcement operations in violation of this Section shall report said activities immediately to their supervisor, who shall immediately report the information to the Village President and the Village Manager, or their respective designees. Reports, which may be made anonymously, shall be made immediately, however, if making a report at the time of observation would endanger the Village employee, official, or agent, or would endanger others, the report should be made as soon as practical after the danger subsides.
- (2) A Villa Park Police Department supervisor shall conduct an investigation into any reported violations of this Section in a timely manner to determine whether there is a basis to find that Village-owned or Village-controlled property is being used in violation of this Section. As necessary, the Village will seek a court order requiring federal civil immigration enforcement officers to vacate and/or to prohibit further entry onto the Village-owned or Village-controlled property if those individuals do not comply with the requirements of this Section.
- (3) The Village President and/or Village Manager, or their respective designees, shall document all attempted or actual violations of this Section and may coordinate with the Illinois Accountability Commission, the DuPage County State's Attorney's Office, the Illinois Secretary of State, and the Illinois Attorney General's Office to report and record violations of state and local laws.
- (4) Residents who witnessed or are victims of federal civil immigration enforcement activities in violation of this Section, or who otherwise witnessed or are victims of harassment by federal civil immigration enforcement officers, are encouraged to report those incidents to the Villa Park Police Department, the Village Manager, or the Village President, or their respective designees.

Ordinance No. _____

- (A) The Villa Park Police Department shall promptly acknowledge and shall conduct an investigation into any reported violations in a timely manner, pursuing charges as warranted by the investigation.
- (B) The Villa Park Police Department, in coordination with the Village Manager, shall draft and adopt procedures with clear timelines for review and outcomes, which shall be utilized when complaints are received regarding civil immigration enforcement. These procedures, which shall be enacted within 15 days of the creation of this Section, shall include and/or accomplish the following:
 - (i) A process for making reports anonymously;
 - (ii) Safeguards for keeping identifying information of witnesses and victims confidential and limiting access to complaint details;
 - (iii) A process for witnesses and victims to participate in investigations and hearings safely;
 - (iv) Safeguards to protect complainants from retaliation; and
 - (v) Provision of access to support services for victims and witnesses, including immigration advocacy, translation services, and counseling.
- (5) Reports and/or complaints related to civil immigration enforcement will be kept confidential, and sensitive information shall not be shared with other agencies, to the extent allowed by federal and state law.

(d) Interactions with the Public

- (1) Village employees, officials, or agents who witness federal civil immigration enforcement activities shall attempt to inform individuals of their rights, as long as doing so would not further endanger those individuals or the Village employees, officials, or agents. These rights include:
 - (A) The right to request what agency the immigration officers represent and why the officers are taking them into custody.
 - (B) The right to remain silent and not answer questions.
 - (C) The right to show valid immigration documentation to immigration officers (such as a permanent resident card, employment authorization card, or certificate of naturalization).
 - (D) The right to request to speak to an attorney.
 - (E) The right to request an interpreter.

(e) Agreements

Ordinance No. _____

- (1) No agreement, memorandum of understanding, license, permit, or temporary authorization shall be entered into or granted by the Village that would permit the use of Village-owned or Village-controlled property for civil immigration enforcement activities unless expressly approved by ordinance adopted by the Village Board.

(f) Scope

- (1) Nothing in this Section shall be construed to prohibit cooperation with federal authorities when required by law, pursuant to a valid judicial warrant or court order, or in connection with the investigation or enforcement of violations of state or local criminal law.
- (2) Nothing in this Section shall be construed to guarantee the safety of any individual, nor shall this Section be construed to impose any duty of care, special relationship, or liability on the Village of Villa Park, its officials, employees, officers, or agents.
- (3) This Section shall be construed in conformity with the Illinois TRUST Act (5 ILCS 805/1, *et seq.*). In the event of a conflict between this Section and the Illinois TRUST Act, the Act shall control.

Section 3: That 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 4: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

[Intentionally Left Blank]

Ordinance No. _____

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this ____ day of _____, 2025

Approved this ____ day of _____, 2026.

Kevin Patrick, Village President

ATTESTED and filed in my office,
this ____ day of _____, 2026

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



MEMORANDUM

TO: VILLAGE OF VILLA PARK BOARD OF TRUSTEES
MIKE RIVAS, VILLAGE MANAGER

FROM: TIM HOWE, DIRECTOR OF PARKS AND RECREATION

DATE: DECEMBER 17, 2025

SUBJECT: SUGAR CREEK GOLF COURSE BUDGET

RECOMMENDED ACTION:

Approval of 2026 Sugar Creek golf course budget.

BACKGROUND:

Below is a summary of Sugar Creek golf course for 2025, as well as, the proposed 2026 budget.

2026 Sugar Creek Proposed Budget Summary – 9/23/25

Summary

The 2026 budget will continue to focus on the sustainability of core services that have brought steady growth and stability over the past four years. Revenue from four areas - greens fees, cart rentals, driving range usage and the Jr. Golf Camp – comprise about 85% of overall revenues.

Since the demand for golf continues to be strong (On a national level, 2025 play remains slightly ahead of last year's record pace entering August), the primary emphasis is maximizing available tee times, renting golf carts, easier accessibility to driving range and a quality instructional program.

2026 Operating Revenues

For the 2026 budget, Sugar Creek should expect to maintain similar rounds participation as the

past three-year average. This calculation results in 27,000 rounds of golf on 159 playable days. For golf cart revenue, that equates to 18,090 rentals based on the current 67% ridership. Rates will increase for Driving Range Fees for medium and large size buckets. The last rate increase was in 2025 for Driving Range Fees. Sugar Creek will continue to be an outstanding value course within the nine-hole marketplace, especially with the newly restored creek and pond which only increases the overall value.

Total operating revenue for the 2026 budget is \$1,458,614-an increase of \$80,4175 versus the 2025 budget.

2026 Operating Expenses

On the expense side of operations, the most notable increases will come from wages and capital. Wages are anticipated to increase overall by \$27,640 (5.8 %) compared to the 2025 budget because of adjustments resulting from annual increases and inflation. Full-time wage increases are budgeted based upon the district-wide implementation on an average of 4.95%.

Total operating expense for the 2026 budget is \$1,087,106-an increase of \$29,691 versus the 2025 budget.

2026 Capital Expenses

Capital purchases to increase by \$159,700.

For 2026, the maintenance department will continue executing the long-range equipment replacement plan with the purchase of a sweeper and dethatcher (\$59,000). In 2025 we completed the repair of the west bridge and guard rails. In 2026, the central and east bridges will be repaired with estimated cost of around \$162,000. The cart path from Hole #1 to west bridge will be resurfaced.

In addition, engineering documents for clubhouse entrance for sidewalk, curbs and ADA improvements.

Lastly, as detailed in the annual year-end financial report developed by Selden Fox auditors, Sugar Creek will continue to budget to repay the Elmhurst Park District and Village of Villa Park loans that have been made to the golf course. These are loans that were made during prior years when the annual debt payments were unable to be completely or partially covered from operations and from capital projects that were funded. There has been continued discussion within the park district and the Village of Villa Park to consider writing off the loans and forgiving the payments but that has yet to be determined. The amount budgeted to repay each entity is \$50,000 – a total of \$100,000 for 2026.

2026 Overall Net

Due to strong financial performance over the last 5 years, SCGC has built up its cash reserves to a level that allows flexibility in capital projects. As a result, the Overall Net for the 2026 Budget is - \$49,192, an intentional spend down to complete essential capital projects in 2026.

*Total Capital Expense for the 2026 budget
is \$321,700-an increase of \$159,700 versus 2025*

Notable adjustments to revenues of 10% or more in the 2026 budget vs. 2025

- #3341 – Indoor Facility Rentals – Banquets – Budget \$37,450 increase by \$7,450 vs. 2025 based on full staffing to oversee rentals and increased inquiries.
- #3430-1813- Driving Range Fees- Budget \$231,192 increase by \$50,276 credit card reader convenience, raising fees by \$1 and less local competition.
- #3600-1809 – Food Sales – Budget \$13,268, increase \$1,342 vs. 2025 calculated on 3-year average

Total all revenues for the 2026 budget are projected at \$1,459,614

Notable adjustments to Expenses of 10% or more in the 2026 budget vs. 2025

- #80-4001 – Full Time Wages – Budget \$267,106 increase by \$14,754 vs. 2025 for annual increases.
- #80-5020 – Health Care – Budget \$21,139 decrease by \$12,026 vs. 2025 for anticipated employee selections.
- #80-5040 – IMRF – Budget \$13,614, increase by \$5,169 vs. 2025 based on IMRF performance metrics.
- #80- 5320– Occupational Health – Budget \$1,676, increase by \$200 vs. 2025 for increased cost of employee background checks.
- #80 -5340 – Continuing Education – Budget \$4,050, increase by \$3,000 for expenses for alternating years of attendance at conferences.
- #80-5380 – Mileage Reimbursement – Budget \$1,500, decrease by \$2,500 for shifting conference travel expenses to continuing education.
- #80-5580-1815 – Banquet Equipment- Budget \$2,000, decrease by \$2,600 by removing linen rental
- #80- 5602 – Cell phone- Budget \$560, decrease by \$440 based on employee phone choices.
- #012-5050 – Business Insurance – Budget \$24,792, increase by \$8,229 based on PDRMA rates.
- #016-5720 – Electricity – Budget \$22,000, decrease by \$7,000.
- #015-5740 – Natural Gas- Budget \$9,000, increase by \$3,000
- #015-5760 – Water and Sewer- Budget \$3,000, decrease by \$1,000
- #016-5883 – Contract Services – Budget \$8,450, increase by \$1,518 vs. 2025.
- #016-6020 – Building Repairs – Budget \$3,000, decrease by 9,000 vs. 2025 for stair/ramp repairs.

- #016-6060 – Plumbing System Repairs – Budget \$2,500, decrease by \$8,100 vs. 2025 for grease trap replacement.
- #016-6340 – Equipment Repairs – Budget \$7,000 increase by \$4,000 vs. 2025.
- #80- 7520– Chemicals – Budget \$26,300, increase by \$4,059 vs. 2025 for work on bunkers, mulch and native plantings.
- #016-7040 – Custodial Supplies – Budget \$1,900 increase by \$200 vs. 2025.
- #8910-6355 – SCGC Club House Improvements – Budget \$37,100 increase by \$37,100 vs. 2025. Includes engineering for entrance concrete and ADA plan.
- #8910-6357 – SCGC Maintenance Shop Improvement – Budget \$0, decrease by \$25,000 vs. 2025 for feasibility study.
- #8910-6358 – SCGC Grounds Improvement – Budget \$225,600, increase by \$145,600 vs. 2025. Includes bridge repair/guardrails (\$162,000) and cart paving (\$63,600).
- #9910-Fund Transfer – EPD – Budget \$50,000 for loan repayment.
- #9921 – Fund Transfer – Village V.P. – Budget \$50,000 for loan repayment.

Total of all expenses including capital for the 2026 budget are projected at

Net surplus of all revenues less expenses for the 2026 budget - \$ 49,192

Enclosed: Proposed 2026 Budget

2024 Audit

10- year Capital Improvement Plan

October Income Statement

ORDINANCE NO. _____

ORDINANCE APPROVING THE ANNUAL BUDGET OF THE SUGAR CREEK GOLF COURSE FOR THE CALENDAR YEAR 2026

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 Sugar Creek Golf Course Administrative Board has approved the proposed Sugar Creek Golf Course Budget for Calendar Year 2026; and

WHEREAS, the President and Board of Trustees have the authority pursuant to the intergovernmental agreement between the Village and the Elmhurst Park District to approve the budget of the Sugar Creek Golf Course.

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

Section 1: that the *Annual Budget for Calendar Year 2026*, attached hereto and made a part hereof by reference as Exhibit A, for the Sugar Creek Golf Course be and is hereby approved.

Section 2: This Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of January, 2026, pursuant to a roll call vote as follows:

AYES;

NAYS:

ABSENT:

APPROVED this _____ day of January, 2026.

Village President

Attest: _____
Village Clerk

Exhibit A

Sugar Creek Golf Course
2026 Proposed Budget

GOLF FUND
2026

Sugar Creek Budget - 2026
FUND: 80

		Amended						2025 Y-E Proj.					
		Actual	Budget	Budget	Actual	Budget	Actual	Budget	1/1 - 8/31/25 Actual	Budget	Budget	Var.	Notes/Assumptions for 2026
		2022	2022	2022	2023	2023	2024	2024	& 9/1 - 12/31/24	2025	2026	2026 vs. 2025	
Total Rounds - Jan - Dec.		24,753	26,500	24,000	24,172	25,500	31,418	27,000	32,000	27,000	27,000	0	
REVENUE												0	
3030	Grants	28,608	-	-	-	-	-	-	-	-	-	0	
3030-6353	Grants-SCGC Creek Restoration	264,659	-	-	360,206	-	41,375	-	-	-	-	0	
3200-1813	Driving Range Classes	22,851	15,000	22,000	24,226	20,000	18,612	23,144	22,261	25,400	25,920	520	
3200-1816	Junior Golf Camp	101,016	100,960	100,960	93,365	107,550	74,046	94,400	103,415	98,620	104,660	6,040	Program increase \$5 ; last in 2023
3200-1818	Private Lessons	1,950	500	500	2,535	500	3,055	1,625	4,140	1,625	1,958	333	
3300-1802	Riding Cart Rental	161,870	150,000	158,200	184,030	193,545	185,792	207,900	200,552	217,080	217,080	0	
3300-1803	Golf Club Rental	-	480	480	-	480	-	-	-	-	-	0	
3341	Indoor Facility Rentals - Banquets	34,705	16,000	24,000	26,725	30,000	31,250	26,000	32,800	30,000	37,450	7,450	Increased inquiries/full staffing
3341-1804	Employee Housing - Rental House	1,300	-	-	-	-	-	-	-	-	-	0	
3430	Daily Use Fees/Greens Fees	539,667	579,025	524,025	615,164	618,375	719,769	654,750	744,773	681,750	695,250	13,500	3 year avg
3430-1813	Driving Range Daily Use	149,653	135,000	151,000	172,370	162,850	183,556	166,706	257,552	180,916	231,192	50,276	\$1 - rate increase; last in 2025
3440	Over/Short						53						
3600-1807	Pro-Shop Sales	28,238	30,000	30,000	31,298	30,000	35,152	30,000	36,815	35,000	34,850	(150)	
3600-1808	Beer / Wine Sales	60,768	62,199	62,199	62,875	75,000	59,243	61,000	61,106	61,547	61,696	149	
3600-1809	Food Sales	11,081	10,000	10,000	12,692	13,750	13,110	10,604	13,025	11,926	13,268	1,342	3 year avg
3600-1810	Soft Drink Sales	21,572	18,000	18,000	19,615	27,500	21,678	20,058	21,891	20,562	21,098	536	
3600-1814	Liquor Sales	13,732	18,000	18,000	12,076	19,375	12,500	14,075	18,364	13,770	14,192	422	
3900	Transfers In	-	-	368,344	-	672,516	-	-	-	-	-	0	
3930	Sale of Asset-Unrestricted	2,650	-	2,650	-	-	-	-	-	-	-	0	
3931	Sale of Asset-Restricted	116,069	200,000	303,340	-	-	-	-	-	-	-	0	
3960	Interest Income	312	-	-	275	500	660	523	926	600	1,000	400	
3970	Insurance Claim Reimbursements	13,001	-	13,001	23,618	-	22,155	-	617	-	-	0	
3990	Miscellaneous	4,740	-	-	193	-	113	-	-	-	-	0	
TOTAL OPERATING REVENUE		1,148,403	1,135,164	1,119,364	1,119,364	1,298,925	1,399,191	1,310,262	1,516,694	1,378,197	1,458,614	80,417	
TOTAL OVERALL REVENUE		1,578,442	1,335,164	1,806,699	1,806,699	1,971,941	1,422,119	1,310,462	1,518,237	1,378,797	1,459,614	80,817	
(Incl. interest/transfers)													
EXPENDITURES													
SALARIES & WAGES													
4001	Full-time Staff	242,375	224,346	224,346	224,346	234,235	203,630	244,694	236,814	252,352	267,106	14,754	Annual increase
4240	Operations Staff	83,482	82,840	82,840	82,840	99,096	105,767	104,237	107,622	114,239	123,025	8,786	Annual increase
4280-1805	Program Staff	47,784	42,324	42,324	42,324	45,851	64,745	49,378	58,963	53,787	55,943	2,156	
4280-1809	Program Staff	-	1,296	1,296	1,296	-	-	-	-	-	-	0	
4280-1811	Administrative Staff	330	330	330	330	330	440	330	248	330	330	0	
4280-1813	Driving Range Staff	6,847	12,108	8,108	8,108	13,117	9,677	14,126	12,545	15,387	16,006	619	
4280-1814	Bar Staff	7,764	3,792	3,792	3,792	7,202	9,644	12,936	8,716	14,091	14,662	571	
4280-1816	Junior Golf Staff	17,988	15,000	18,000	18,000	15,000	18,239	15,000	28,302	18,666	19,420	754	
4280-1817	Utility/Cleaning	1,566	5,000	5,000	5,000	-	-	-	-	-	-	0	
4280-1818	Private Lessons	-	375	375	375	375	-	1,219	-	-	-	0	
016-4240	Operations Staff	-	-	-	-	5,166	15	3,735	-	3,800	3,800	0	
SUBTOTAL SALARIES & WAGES		408,136	387,411	386,411	386,411	420,372	424,227	445,655	453,209	472,652	500,292	27,640	

		Amended					2025 Y-E Proj.				Var.	Notes/Assumptions for 2026	
		Actual	Budget	Budget	Actual	Budget	Actual	Budget	1/1 - 8/31/25 Actual	Budget	Budget	2026 vs. 2025	
		2022	2022	2022	2023	2023	2024	2024	& 9/1 - 12/31/24	2025	2026		
EXPENDITURES													
SERVICES													
5020	Health Care Expenses	11,794	12,042	12,042	12,042	\$ 12,063	\$ 10,722	\$ 12,772	16,037.63	\$ 33,165	21,139	(12,026)	Budget assumption for employee elections
5040	IMRF	8,539	25,918	25,918	(36,555)	17,018	72,020	13,614	74,004.04	18,783	18,720	(63)	
5060	FICA	31,397	29,729	29,729	26,061	32,158	24,150	33,807	24,374.65	35,867	37,982	2,115	
5101	Attorney's Fees	-	-	-	-	-	-	-	-	-	-	0	
5102	Consulting Fees	-	-	-	-	-	-	-	-	-	-	0	
5102-6353	Consulting Fees-Creek Restoration	4,500	-	4,500	4,500	-	-	-	-	-	-	0	
5190	Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	0	
5300	Dues	1,930	1,755	1,755	2,699	1,755	2,762	3,975	3,610.94	4,000	2,320	(1,680)	Cancelled or reduced dues
5310	Books & Subscriptions	-	-	-	-	-	-	-	-	-	-	0	
014-5320	Occupational Health	2,099	2,060	2,060	716	1,144	1,039	1,476	1,122.00	1,676	1,786	110	
5340	Cont Ed & Related Travel/Lodging	177	1,011	1,011	529	1,011	2,952	1,050	118.30	1,050	4,050	3,000	Change where conference expenses coded
5380	Mileage Reimbursement	3,009	2,000	2,000	3,018	2,000	1,200	5,000	1,199.90	4,000	1,500	(2,500)	Change where conference expenses coded
5500	Ads & Notices	273	500	500	-	500	330	500	165.00	500	500	0	
5520	License & Permits	1,388	1,390	1,390	735	1,390	1,298	1,390	1,434.00	1,500	1,500	0	
5540	Postage & Shipping	-	-	-	-	-	-	-	-	-	-	0	
5560	Printing	-	-	-	-	-	-	-	-	-	-	0	
5580	Equipment Rentals	8,420	31,810	36,810	1,833	35,310	1,108	50,070	423.00	50,070	50,070	0	
5580-1815	Banquet Equipment	2,992	2,500	2,500	3,334	4,600	3,771	4,600	2,117.77	4,600	2,000	(2,600)	Cxld linen service
5601	Telephone	216	215	215	215	216	199	348	204.96	187	200	13	
5602	Cell Phones	754	1,258	1,258	1,258	957	511	570	528.92	1,000	560	(440)	
5603	Cellular & Paging	-	-	-	-	-	-	-	-	-	-	0	
5780	Cable Services	2,665	2,160	2,160	2,160	2,160	2,865	3,000	3,460.71	3,000	3,750	750	Increasing rates
5881	Computer & Hardware Services	-	5,000	5,000	5,000	-	-	-	0.00	-	-	0	
5883	Contract Services	18,315	12,580	12,580	12,580	12,080	5,703	8,800	9,059.19	35,588	35,588	0	
5900	Public Relations	-	-	-	-	-	-	-	-	-	-	0	
5960	Employee Relations	-	-	-	-	-	-	-	-	-	150	150	
012-5050	Business Insurance	12,622	12,921	12,921	12,921	15,298	15,000	16,851	-	16,493	24,792	8,299	Calculation based on operating expenses
012-5160	Audit Expense	5,100	5,500	5,500	5,500	6,000	6,043	6,000	-	6,200	6,400	200	
012-5180	Finance / Bank Charges	36,152	35,200	35,200	35,200	44,200	39,220	49,200	45,375.50	45,200	44,700	(500)	
016-5060	FICA	-	-	-	-	-	-	286	-	291	291	0	
016-5500	Ads & Notices	-	-	-	-	-	-	300	-	100	100	0	
016-5520	License & Permits	-	-	-	-	-	-	-	-	15	15	0	
016-5580	Equipment Rentals	-	-	-	-	-	-	500	-	150	150	0	
016-5650	Alarm Expenses	1,976	2,608	2,608	2,608	3,000	5,430	3,200	2,981.61	4,193	3,900	(293)	
016-5720	Electricity	11,665	15,600	15,600	15,600	15,000	23,625	18,000	21,854.30	29,000	22,000	(7,000)	
016-5740	Natural Gas	5,914	4,800	4,800	4,800	7,000	4,834	6,000	6,465.60	6,000	9,000	3,000	
016-5760	Water & Sewer	4,189	5,000	5,000	5,000	5,000	3,888	4,000	3,387.37	4,000	3,000	(1,000)	
016-5882	Custodial Maintenance	-	-	-	-	5,500	12,023	25,200	20,651.31	26,200	25,200	(1,000)	
016-5883	Contract Services	-	-	-	-	6,260	6,558	8,490	7,044.72	6,932	8,450	1,518	
SUBTOTAL SERVICES		176,086	213,557	223,057	223,057	231,620	223,773	278,999	253,966	339,760	329,813	(9,947)	

Operating Expense

		Amended					2025 Y-E Proj.				Var.	Notes/Assumptions for 2026	
		Actual	Budget	Budget	Actual	Budget	Actual	Budget	1/1 - 8/31/25 Actual	Budget	Budget	2026 vs. 2025	
		2022	2022	2022	2023	2023	2024	2024	& 9/1 - 12/31/24	2025	2026		
EXPENDITURES													
REPAIRS													
6020	Building Repairs	16,781	13,000	24,000	24,000	20,000	30,855	20,000	0.00	20,000	20,000	0	
6060	Plumbing Systems Repairs	3,075	4,600	4,600	4,600	2,600	2,901	2,900	2,901.33	2,900	3,200	300	
6200	Vehicle Repairs	187	1,000	1,000	1,000	4,000	431	4,000	5,689.16	4,000	7,000	3,000	Increased age of carts
016-6020	Building Repairs	3,630	-	-	-	4,500	4,500	5,500	7,485.00	12,000	3,000	(9,000)	Stair/ramp repairs completed in 2024
016-6060	Plumbing Systems Repairs	-	-	-	-	1,500	4,440	3,355	1,500.00	10,600	2,500	(8,100)	Replace Grease Trap completed in 2025
016-6340	Equipment Repairs	877	-	-	-	1,500	4,203	3,000	0.00	3,000	7,000	4,000	
016-6500	Electrical Repairs	-	-	-	-	750	1,058	750	0.00	1,000	1,000	0	
SUBTOTAL REPAIRS		24,550	18,600	29,600	29,600	34,850	48,388	39,505	17,575	53,500	43,700	(9,800)	
EXPENDITURES													
SUPPLIES													
7001	Office Supplies	782	1,000	1,000	1,000	1,000	141	1,000	949.61	1,000	1,000	0	
7020	Equipment & Furniture	12,502	17,500	17,500	17,500	17,500	4,730	5,000	3,300.00	5,000	5,000	0	
7070	Grounds Supplies	32,043	32,636	32,636	32,636	33,576	31,582	33,576	37,089.51	38,576	40,776	2,200	
7090	Buildings Supplies	10,922	5,950	5,950	5,950	-	10,973	7,450	5,707.70	10,450	10,450	0	
7100	Fuel	13,433	8,132	13,132	13,132	12,800	14,961	11,700	13,125.72	12,750	12,200	(550)	
7140	Vehicle Parts	17,517	18,595	18,595	18,595	17,595	18,870	17,595	17,534.86	18,795	20,295	1,500	
7520	Chemicals	18,829	22,359	22,359	22,359	22,241	26,242	22,241	23,507.59	22,241	26,300	4,059	Rising costs due to inflation
7600	Program Supplies	3,109	3,000	3,000	3,000	3,000	3,166	3,000	3,896.75	3,000	3,000	0	
7600-1813	Driving Range Supplies	21,812	16,000	23,000	23,000	18,000	12,203	18,000	20,144.95	18,000	18,000	0	
7620-1807	Pro Shop Merchandise	21,690	22,500	22,500	22,500	22,500	21,614	22,500	23,031.99	22,500	22,500	0	
7620-1812	Concessions Merchandise	35,999	43,280	37,280	37,280	43,280	37,479	43,280	39,105.27	43,280	43,280	0	
7680	Uniforms	683	2,000	2,000	2,000	2,000	40	2,000	1,617.07	2,000	2,000	0	
7700	First Aid	361	500	500	500	500	138	500	282.09	500	500	0	
016-7020	Equipment & Furniture	-	-	-	-	350	-	350	0.00	350	350	0	
016-7040	Custodial Supplies	648	1,000	1,000	1,000	1,300	1,393	1,300	742.20	1,700	1,900	200	
016-7090	Building Supplies	-	-	-	-	3,500	4,019	3,500	8,402.65	5,750	5,750	0	
SUBTOTAL SUPPLIES		190,330	194,452	200,452	200,452	199,142	187,551	192,992	198,438	205,892	213,301	7,409	

	Actual 2022	Budget 2022	Amended Budget 2022	Actual 2023	Budget 2023	Actual 2024	Budget 2024	2025 Y-E Proj. 1/1 - 8/31/25 Actual & 9/1 - 12/31/24	Budget 2025	Budget 2026	Var. 2026 vs. 2025	Notes/Assumptions for 2026	
EXPENDITURES													
FIXED CHARGES AND OBLIGATIONS													
8910	Capital Purchases	-	244,000	-	212	-	-	-	-	-	-		
8910-6353	SCGC Creek Restoration	80,116	-	552,516	621,802	672,516	129,098	-	-	-	0		
8910-6354	SCGC Grounds Equipment	133,209	-	229,645	56,759	56,759	49,961	106,759	58,027	57,000	59,000	2,000	Sweeper/Dethatcher
8910-6355	SCGC Club House Improvements	-	-	-	41,029	60,000	56,326	60,000	-	-	37,100	37,100	Engineering for Clubhouse Entrance
8910-6356	SCGC Club House Equipment	-	-	-	-	-	-	-	-	-	-	0	
8910-6357	SCGC Maint Shop Improvements	-	-	-	-	-	24,987	-	14,940	25,000	-	(25,000)	
8910-6358	SCGC Grounds Improvements	-	-	30,000	30,000	-	16,500	32,000	79,750	80,000	225,600	145,600	Bridge Repair/Guardrails/Cart Path
8910-6368	SCGC Driving Range Improvements	-	-	-	-	15,000	-	-	-	-	-	0	
8931	Depreciation - Land Improvements	64,150	-	-	124,477	-	114,842	-	-	-	-	0	
8932	Depreciation - Buildings	35,391	-	-	33,879	-	35,176	-	-	-	-	0	
8933	Depreciation - Machinery	28,965	-	-	42,562	-	59,743	-	-	-	-	0	
8940	Amortization Expense	-	-	-	-	-	-	-	-	-	-	0	
8941	Amortization - Rights of Use Assets	34,332	-	-	23,842	-	38,419	-	-	-	-	0	
9910	Fund Transfers-EPD Debt	3,038	104,288	104,288	-	50,000	-	50,000	-	50,000	50,000	0	
9911	Intergovernmental Loan Repayment	-	-	-	-	-	-	-	-	-	50,000	50,000	GL Change, used to be 9921
9921	Int Exp - Install Contract-VP Debt	29,948	121,463	121,463	98,778	50,000	106,376	50,000	-	50,000	-	(50,000)	GL Change, now using 9911
9927	Int Exp - Lease Liabilities	1,044	-	-	702	-	4,539	-	-	-	-	0	
9929	Int Exp - Intergovernmental Loan	-	-	-	-	-	-	-	-	-	-	0	
SUBTOTAL FIXED CHARGES		410,193	225,751	1,037,912	1,073,829	904,275	635,967	298,759	152,717	262,000	421,700	159,700	
TOTAL REVENUE		1,578,442	1,335,164	1,806,699	1,806,699	1,971,941	1,332,813	1,310,462	1,518,237	1,378,797	1,459,614	80,817	
TOTAL EXPENDITURES		995,970	1,283,771	1,877,432	1,877,432	1,790,259	1,281,713	1,255,910	1,075,906	1,333,804	1,508,806	175,002	
TOTAL BUDGET NET		582,472	51,393	(70,733)	(70,733)	181,682	51,100	54,552	442,331	44,993	(49,192)	(94,185)	

PROJECT NAME	LAST	PROJECTED	BASE COST	BASE COST	FISCAL	COMPOUNDING INFLATION RATE OF:				6%		TOTAL
	REPLACED	REPLACEMENT YEAR	ESTIMATE OBTAINED IN	ESTIMATE*	YEAR	2026	2027	2028	2029	2030	2031-2035	(2026-2035)
Sugar Creek - Sweeper/Dethatcher Replacement	2000	2026	2025	\$ 59,000	FY26	\$ 59,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,000
Sugar Creek - Path - Remove & Replace: #1 Fairway to Maintenance Bridge	2003	2026	2023	\$ 67,000	FY26	\$ 63,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,000
Sugar Creek - EAST Bridge Repairs		2026	2025	\$ 120,000	FY26	\$ 78,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,000
Sugar Creek - EAST & CENTRAL Bridge Repairs, Hand/Guardrail installation		2026	2025	\$ 42,000	FY26	\$ 84,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,000
Sugar Creek Clubhouse Sidewalk and Curb Replacement Engineering	2005	2027	2025	\$ 37,100	FY26	\$ 37,100	\$ 102,000					
Sugar Creek - Rough Mower Replacement	2010	2027	2025	\$ 66,000	FY27	\$ -	\$ 69,960	\$ -	\$ -	\$ -	\$ -	\$ 69,960
Sugar Creek - Path Section 1 #5 tee to #6 fairway (8,800 SF) - Remove & Replace	2003	2027	2023	\$ 109,000	FY27	\$ -	\$ 115,540	\$ -	\$ -	\$ -	\$ -	\$ 115,540
Sugar Creek - Path section 2 #9 fairway to #3 tee fairway (6,000 SF) - Remove & Replace	2003	2027	2023	\$ 74,000	FY27	\$ -	\$ 78,440	\$ -	\$ -	\$ -	\$ -	\$ 78,440
Sugar Creek - Path Section 3 #3 fairway to #4 fairway (4,100 SF) - Remove & Replace	2003	2027	2023	\$ 51,000	FY27	\$ -	\$ 54,060	\$ -	\$ -	\$ -	\$ -	\$ 54,060
Sugar Creek Clubhouse - ground level concrete repairs for ADA compliance	2003	2028	2023	\$ 52,000	FY28	\$ -	\$ -	\$ 58,427	\$ -	\$ -	\$ -	\$ 58,427
Sugar Creek - Bunker Sand Replacement (10-year Maintenance)	2013	2028	2022	\$ 53,000	FY28	\$ -	\$ -	\$ 59,551	\$ -	\$ -	\$ -	\$ 59,551
Sugar Creek - Driving Range - Netting Replacement (with 10-year Net)	2019	2028	2024	\$ 298,000	FY28	\$ -	\$ -	\$ 334,833	\$ -	\$ -	\$ -	\$ 334,833
Sugar Creek - Paths Section 4 - Paths from access gate on Van Buren to #7 Fairway. Upgrade to 12' wide thickened for heavy vehicle access (7,060 SF) Remove & Replace	2003	2028	2023	\$ 119,000	FY28	\$ -	\$ -	\$ 133,708	\$ -	\$ -	\$ -	\$ 133,708
Sugar Creek - Greens Mower Replacement	2017	2028	2025	\$ 65,000	FY28	\$ -	\$ -	\$ 73,034	\$ -	\$ -	\$ -	\$ 73,034
Sugar Creek Clubhouse - Steps and Ramp Handrail Replacement with ground level concrete repairs for ADA compliance - Engineering	2003		2024	\$ 42,000	FY28	\$ -	\$ -	\$ 47,191	\$ -	\$ -	\$ -	\$ 47,191
Sugar Creek Clubhouse- Rebuild Entrance Fencing	2004	2029	2025	\$ 42,000	FY29	\$ -	\$ -	\$ -	\$ 50,023	\$ -	\$ -	\$ 50,023
Sugar Creek - Tractor Replacement	1995	2029	2025	\$ 60,000	FY29	\$ -	\$ -	\$ -	\$ 71,461	\$ -	\$ -	\$ 71,461
Sugar Creek - Path section 5 Maintenance Bridge to #3 tee circle (10,500 SF) - Remove & Replace	2003	2029	2023	\$ 129,000	FY29	\$ -	\$ -	\$ -	\$ 153,641	\$ -	\$ -	\$ 153,641
Sugar Creek - Reconfigure Paving at Cart Corral, pave access path, and add fence and gates for secured cart storage (3,500 SF)		2029	2023	\$ 70,000	FY29	\$ -	\$ -	\$ -	\$ 83,371	\$ -	\$ -	\$ 83,371
Sugar Creek - Sand Rake, Fertilizer Spreader, Brush	2010	2030	2025	\$ 60,000	FY30	\$ -	\$ -	\$ -	\$ -	\$ 75,749	\$ -	\$ 75,749
Sugar Creek Clubhouse - Steps and Ramp Handrail Replacement for ADA compliance	2003	2034	2023	\$ 87,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,426	\$ 116,426

PROJECT NAME	LAST	PROJECTED	BASE COST	BASE COST	FISCAL	COMPOUNDING INFLATION RATE OF:				6%		TOTAL
	REPLACED	REPLACEMENT YEAR	ESTIMATE OBTAINED IN	ESTIMATE*	YEAR	2026	2027	2028	2029	2030	2031-2035	(2026-2035)
Sugar Creek - Maintenance Equipment Replacement (Future)			2022	\$ 298,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,791	\$ 398,791
Sugar Creek - Drainage Improvement Plan Implementation (Total 8,700 ft.)			2022	\$ 299,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,129	\$ 400,129
Sugar Creek - Irrigation System (Excluding Pump Station) Replacement	1996		2022	\$ 477,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 638,334	\$ 638,334
Sugar Creek - Irrigation Pump System and Building Replacement	1975		2022	\$ 297,754	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398,462	\$ 398,462
Sugar Creek - Driving Range Irrigation Replacement and Add New Irrigation	2003		2022	\$ 60,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,294	\$ 80,294
Sugar Creek - Irrigation Electronics (out of Floodplain) Relocation	1996		2025	\$ 30,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,147	\$ 40,147
Sugar Creek - Driving Range Garage Replacement	2005		2022	\$ 112,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,881	\$ 149,881
Sugar Creek - Tee Leveling and Renovation	2003		2025	\$ 155,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,425	\$ 207,425
Sugar Creek - Forward Tee Construction (Add Forward Tees on 1, 4, 6, and 7)			2025	\$ 38,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,853	\$ 50,853
Sugar Creek - Irrigation and Pumpstation Consultant	1996		2025	\$ 36,000	FY31-35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,176	\$ 48,176
Sugar Creek Maintenance Facility -A & E (EEP)	N/A		2024	\$ 142,957	FY26		\$ 151,534	\$ -	\$ -	\$ -	\$ -	\$ 151,534
Sugar Creek Maintenance Facility - Redevelopment Demo and Rebuild Facility (EEP)	N/A		2024	\$ 1,429,569	FY27	\$ -	\$ 1,515,343	\$ -	\$ -	\$ -	\$ -	\$ 1,515,343
Sugar Creek Maintenance Facility -Feasibility Study (EEP)	N/A	2025	2025	\$ 25,000	FY36+	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						\$ 321,700	\$ 1,984,877	\$ 706,744	\$ 358,496	\$ 75,749	\$ 2,528,917	\$ 5,924,793

SCGC Income Statement Period 10 -October 2025

GL NUMBER	PROJECT DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE 10/31/2025	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 10/31/2024	YTD BALANCE DIFF 10/31/2025 10/31/2024	PREV YEAR % BDGT USED	EXPLANATION
80-000-3030-6353	GRANTS-CAPITAL	0.00	0.00	0.00	0.00	41,375.06	(41,375.06)	0.00	Restoration Project
GRANTS		0.00	0.00	0.00	0.00	41,375.06	(41,375.06)	100.00	
PROGRAMS									
80-000-3200-1813	DRIVING RANGE INSTRUCTION	25,400.00	22,812.52	2,587.48	89.81	18,612.45	4,200.07	80.42	
80-000-3200-1816	JR GOLF CAMP	98,620.00	103,415.00	(4,795.00)	104.86	74,046.46	29,368.54	78.44	Change in Greens Fee Transfer
80-000-3200-1818	PRIVATE LESSONS	1,625.00	3,080.00	(1,455.00)	189.54	2,970.00	110.00	182.77	
80-000-3210	WITHDRAWAL REFUND FEE	0.00	5.00	(5.00)	100.00	55.00	(50.00)	0.00	
PROGRAMS		125,645.00	129,312.52	(3,667.52)	102.92	95,683.91	33,628.61	80.29	
RENTALS									
80-000-3300-1802	CLUB CART RENTAL	217,080.00	202,521.99	14,558.01	93.29	180,468.00	22,053.99	86.81	Returned Cart Rental to online booking
80-000-3341	INDOOR FACILITY RENTAL	30,000.00	33,550.00	(3,550.00)	111.83	27,400.00	6,150.00	105.38	
RENTALS		247,080.00	236,071.99	11,008.01	95.54	207,868.00	28,203.99	88.87	
DAILY USE AND PUNCH PASSES									
80-000-3430	DAILY USE FEES	681,750.00	706,633.37	(24,883.37)	103.65	679,510.54	27,122.83	103.78	Good weather streak & demand
80-000-3430-1813	DRIVING RANGE	180,916.00	296,799.00	(115,883.00)	164.05	177,364.00	119,435.00	106.39	Range opened earlier
80-000-3440	OVER/SHORT	0.00	564.42	(564.42)	100.00	56.75	507.67	0.00	
DAILY USE AND PUNCH PASSES		862,666.00	1,003,996.79	(141,330.79)	116.38	856,931.29	147,065.50	104.32	
MERCHANDISE									
80-000-3600-1807	PRO SHOP	35,000.00	37,993.86	(2,993.86)	108.55	33,704.80	4,289.06	112.35	
80-000-3600-1808	BEER/WINE SALES	61,548.00	62,811.39	(1,263.39)	102.05	57,207.77	5,603.62	93.78	
80-000-3600-1809	FOOD SALES	11,926.00	13,222.49	(1,296.49)	110.87	12,087.46	1,135.03	113.99	
80-000-3600-1810	SOFT DRINK SALES	20,562.00	22,435.47	(1,873.47)	109.11	21,119.34	1,316.13	105.29	
80-000-3600-1814	LIQUOR SALES	13,770.00	20,506.33	(6,736.33)	148.92	11,118.58	9,387.75	79.00	Expanded canned cocktail offerings
MERCHANDISE		142,806.00	156,969.54	(14,163.54)	109.92	135,237.95	21,731.59	99.63	
INTEREST									
80-000-3960	INTEREST INCOME	600.00	909.93	(309.93)	151.66	505.59	404.34	252.80	
INTEREST		600.00	909.93	(309.93)	151.66	505.59	404.34	252.80	
INSURANCE CLAIM REIMBURSEMENTS									
80-000-3970	INSURANCE CLAIM REIMBURSEMENTS	0.00	617.26	(617.26)	100.00	22,155.00	(21,537.74)	0.00	Driving Range Net Repair in 2024
INSURANCE CLAIM REIMBURSEMENTS		0.00	617.26	(617.26)	100.00	22,155.00	(21,537.74)	100.00	
TOTAL REVENUES		1,378,797.00	1,527,878.03	(149,081.03)	110.81	1,359,756.80	168,121.23	103.76	

GL NUMBER	PROJECT DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE 10/31/2025	AVAILABLE BALANCE	% BDDT USED	YTD BALANCE 10/31/2024	YTD BALANCE DIFF 10/31/2025 10/31/2024	PREV YEAR % BDDT USED	EXPLANATION
FULL-TIME SALARY									
80-000-4001	FULL-TIME EMPLOYEES SALARY & WAGES	252,352.00	165,614.30	86,737.70	65.63	149,009.92	16,604.38	60.90	Full staffing compared with 2024
FULL-TIME SALARY		252,352.00	165,614.30	86,737.70	65.63	149,009.92	16,604.38	60.90	
PART-TIME WAGES									
80-000-4240	OPERATIONS STAFF WAGES	114,239.00	89,273.73	24,965.27	78.15	91,068.13	(1,794.40)	87.37	
80-000-4280-1805	GUEST SERVICES	53,787.00	57,020.71	(3,233.71)	106.01	59,298.04	(2,277.33)	120.09	
80-000-4280-1811	ADMINISTRATIVE STAFF	330.00	275.00	55.00	83.33	275.00	0.00	83.33	
80-000-4280-1813	DRIVING RANGE	15,387.00	12,708.44	2,678.56	82.59	8,895.59	3,812.85	62.97	
80-000-4280-1814	LIQUOR SALES	14,091.00	9,415.43	4,675.57	66.82	8,318.78	1,096.65	64.31	
80-000-4280-1816	JR GOLF CAMP	18,666.00	16,815.90	1,850.10	90.09	18,238.50	(1,422.60)	121.59	
80-000-4280-1818	PRIVATE LESSONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
80-016-4240	OPERATIONS STAFF WAGES	3,800.00	0.00	3,800.00	0.00	0.00	0.00	0.00	
PART-TIME WAGES		220,300.00	185,509.21	34,790.79	84.21	186,094.04	(584.83)	92.60	
INSURANCE									
80-000-5020	HEALTH CARE EXPENSES	35,953.00	17,307.78	18,645.22	48.14	10,260.77	7,047.01	80.34	Clubhouse Supervisor Hire
80-012-5050	BUSINESS INSURANCE	16,493.00	8,048.24	8,444.76	48.80	8,356.26	(308.02)	49.59	
INSURANCE		52,446.00	25,356.02	27,089.98	48.35	18,617.03	6,738.99	62.85	
IMRF									
80-000-5040	ILLINOIS MUNICIPAL RETIREMENT FUND	18,783.00	13,473.64	5,309.36	71.73	10,504.22	2,969.42	77.16	
IMRF		18,783.00	13,473.64	5,309.36	71.73	10,504.22	2,969.42	77.16	
FICA									
80-000-5060	FICA-EMPLOYER PORTION	35,867.00	20,052.93	15,814.07	55.91	19,103.40	949.53	56.51	
80-000-5060-1805	GUEST SERVICES	0.00	4,372.39	(4,372.39)	100.00	4,536.27	(163.88)	0.00	
80-000-5060-1811	ADMINISTRATIVE STAFF	0.00	25.25	(25.25)	100.00	21.04	4.21	0.00	
80-000-5060-1813	DRIVING RANGE	0.00	976.14	(976.14)	100.00	680.52	295.62	0.00	
80-000-5060-1814	LIQUOR SALES	0.00	1,288.33	(1,288.33)	100.00	1,060.41	227.92	0.00	
80-000-5060-1816	JR GOLF STAFF	0.00	1,286.46	(1,286.46)	100.00	1,395.26	(108.80)	0.00	
80-016-5060	FICA-EMPLOYER PORTION	291.00	0.00	291.00	0.00	0.00	0.00	0.00	
FICA		36,158.00	28,001.50	8,156.50	77.44	26,796.90	1,204.60	78.60	
ATTORNEY AND CONSULTING									
80-000-5102	CONSULTING SERVICES	0.00	6,029.50	(6,029.50)	100.00	0.00	6,029.50	0.00	Creek Restoration Work
80-012-5160	AUDITING SERVICES	6,200.00	6,200.00	0.00	100.00	6,000.00	200.00	100.00	
ATTORNEY AND CONSULTING		6,200.00	12,229.50	(6,029.50)	197.25	6,000.00	6,229.50	100.00	
SERVICES									
80-000-5300	DUES	4,000.00	1,734.02	2,265.98	43.35	1,672.14	61.88	42.07	
80-000-5320	OCCUPATIONAL HEALTH	1,676.00	872.00	804.00	52.03	789.00	83.00	53.46	
80-000-5340	CONT ED & RELATED TRAVEL/LODGING	1,050.00	118.30	931.70	11.27	2,952.45	(2,834.15)	281.19	
80-000-5380	MILEAGE REIMBURSEMENT	4,000.00	1,015.30	2,984.70	25.38	1,015.30	0.00	20.31	
80-000-5500	ADS & NOTICES	500.00	165.00	335.00	33.00	330.00	(165.00)	66.00	
80-000-5520	LICENSES & PERMITS	1,500.00	1,434.00	66.00	95.60	1,298.00	136.00	93.38	

GL NUMBER	PROJECT DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE 10/31/2025	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 10/31/2024	YTD BALANCE DIFF 10/31/2025 10/31/2024	PREV YEAR % BDGT USED	EXPLANATION
80-000-5580	EQUIPMENT RENTAL	50,070.00	45,320.00	4,750.00	90.51	46,308.30	(988.30)	92.49	
80-000-5580-1815	EQUIPMENT RENTAL	4,600.00	393.60	4,206.40	8.56	2,818.50	(2,424.90)	61.27	
80-000-5883	CONTRACT SERVICES	35,588.00	8,811.99	26,776.01	24.76	2,912.05	5,899.94	33.09	
80-000-5960	EMPLOYEE RELATIONS	0.00	0.00	0.00	0.00	810.00	(810.00)	0.00	
80-012-5180	FINANCE/BANK FEES	45,200.00	47,768.37	(2,568.37)	105.68	38,332.29	9,436.08	77.91	Increased fees and more transactions
80-016-5500	ADS & NOTICES	100.00	0.00	100.00	0.00	0.00	0.00	0.00	
80-016-5520	LICENSES & PERMITS	15.00	0.00	15.00	0.00	0.00	0.00	0.00	
80-016-5580	EQUIPMENT RENTAL	150.00	0.00	150.00	0.00	0.00	0.00	0.00	
80-016-5882	CUSTODIAL MAINTENANCE	26,200.00	19,251.01	6,948.99	73.48	14,229.34	5,021.67	56.47	
80-016-5883	CONTRACT SERVICES	6,932.00	4,714.43	2,217.57	68.01	5,793.98	(1,079.55)	68.24	
SERVICES		181,581.00	131,598.02	49,982.98	72.47	119,261.35	12,336.67	74.28	
UTILITY									
80-000-5601	TELEPHONE	187.00	369.54	(182.54)	197.61	174.21	195.33	50.06	
80-000-5602	CELL PHONES	1,000.00	440.41	559.59	44.04	451.66	(11.25)	79.24	
80-000-5780	CABLE TV	3,000.00	2,772.74	227.26	92.42	2,693.17	79.57	89.77	
80-016-5650	ALARM EXPENSES	4,193.00	2,998.40	1,194.60	71.51	3,143.06	(144.66)	98.22	
80-016-5720	ELECTRICITY	29,000.00	14,680.67	14,319.33	50.62	21,318.64	(6,637.97)	118.44	Reduced kWh usage May-July
80-016-5740	NATURAL GAS	6,000.00	4,547.80	1,452.20	75.80	3,195.65	1,352.15	53.26	
80-016-5760	WATER & SEWER	4,000.00	2,527.33	1,472.67	63.18	2,772.13	(244.80)	69.30	
UTILITY		47,380.00	28,336.89	19,043.11	59.81	33,748.52	(5,411.63)	96.10	
REPAIRS & MAINTENANCE									
80-000-6020	BUILDING REPAIRS	20,000.00	0.00	20,000.00	0.00	30,854.83	(30,854.83)	154.27	Driving Range Net Repair in 2024
80-000-6060	PLUMBING SYSTEMS REPAIR	2,900.00	0.00	2,900.00	0.00	0.00	0.00	0.00	
80-000-6200	VEHICLE REPAIRS	4,000.00	6,087.00	(2,087.00)	152.18	432.10	5,654.90	10.80	Truck/Cart Repairs
80-016-6020	BUILDING REPAIRS	12,000.00	2,078.06	9,921.94	17.32	4,500.00	(2,421.94)	81.82	
80-016-6060	PLUMBING SYSTEMS REPAIR	10,600.00	3,225.00	7,375.00	30.42	3,475.00	(250.00)	103.58	
80-016-6340	EQUIPMENT REPAIRS	3,000.00	1,086.90	1,913.10	36.23	2,785.50	(1,698.60)	92.85	
80-016-6500	ELECTRICAL REPAIRS	1,000.00	0.00	1,000.00	0.00	500.00	(500.00)	66.67	
REPAIRS & MAINTENANCE		53,500.00	12,476.96	41,023.04	23.32	42,547.43	(30,070.47)	107.70	
SUPPLIES									
80-000-7001	OFFICE SUPPLIES	1,000.00	844.92	155.08	84.49	152.15	692.77	15.22	
80-000-7020	EQUIPMENT & FURNITURE	5,000.00	0.00	5,000.00	0.00	1,443.07	(1,443.07)	28.86	
80-000-7070	GROUNDS SUPPLIES	38,576.00	31,762.37	6,813.63	82.34	23,372.83	8,389.54	69.61	timing of sod and sand
80-000-7090	BUILDING SUPPLIES	10,450.00	6,953.71	3,496.29	66.54	10,882.52	(3,928.81)	146.07	
80-000-7100	FUEL	12,750.00	9,759.95	2,990.05	76.55	13,355.46	(3,595.51)	114.15	
80-000-7140	VEHICLE PARTS	18,795.00	13,678.94	5,116.06	72.78	17,494.76	(3,815.82)	99.43	
80-000-7520	CHEMICALS	22,241.00	22,993.69	(752.69)	103.38	22,028.60	965.09	99.05	Weather base Disease outbreaks
80-000-7680	UNIFORMS	2,000.00	1,803.31	196.69	90.17	40.00	1,763.31	2.00	
80-000-7700	FIRST AID SUPPLIES/PPE	500.00	282.09	217.91	56.42	138.00	144.09	27.60	
80-016-7020	EQUIPMENT & FURNITURE	350.00	0.00	350.00	0.00	0.00	0.00	0.00	
80-016-7040	CUSTODIAL SUPPLIES	1,700.00	1,081.82	618.18	63.64	828.99	252.83	63.77	
80-016-7090	BUILDING SUPPLIES	5,750.00	1,693.14	4,056.86	29.45	9,428.06	(7,734.92)	269.37	
SUPPLIES		119,112.00	90,853.94	28,258.06	76.28	99,164.44	(8,310.50)	93.36	

GL NUMBER	PROJECT DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE 10/31/2025	AVAILABLE BALANCE	% BDGT USED	YTD BALANCE 10/31/2024	YTD BALANCE DIFF 10/31/2025 10/31/2024	PREV YEAR % BDGT USED	EXPLANATION
PROGRAM SUPPLIES									
80-000-7600	PROGRAM SUPPLIES	3,000.00	3,896.75	(896.75)	129.89	3,166.00	730.75	105.53	Driving Range Repair Parts
80-000-7600-1813	DRIVING RANGE SUPPLIES	18,000.00	13,694.27	4,305.73	76.08	3,446.27	10,248.00	19.15	Timing of Range Balls/Credit Card Reader
PROGRAM SUPPLIES		21,000.00	17,591.02	3,408.98	83.77	6,612.27	10,978.75	31.49	
MERCHANDISE SUPPLIES									
80-000-7620-1807	PRO SHOP	22,500.00	27,653.40	(5,153.40)	122.90	24,835.97	2,817.43	110.38	50th Anniversary Merch
80-000-7620-1812	CONCESSION MERCHANDISE	43,280.00	39,715.83	3,564.17	91.76	37,100.29	2,615.54	85.72	
MERCHANDISE SUPPLIES		65,780.00	67,369.23	(1,589.23)	102.42	61,936.26	5,432.97	94.16	
CAPITAL									
80-000-8910-6353	CAPITAL PURCHASES- CREEK RESTORATION	0.00	0.00	0.00	0.00	129,098.42	(129,098.42)	0.00	
80-000-8910-6354	CAPITAL PURCHASES- GROUNDS EQUIPMENT	57,000.00	58,027.17	(1,027.17)	101.80	49,961.39	8,065.78	46.80	
80-000-8910-6355	CAPITAL PURCHASES- CLUBHOUSE IMPROVEMENTS	0.00	0.00	0.00	0.00	56,326.00	(56,326.00)	93.88	
80-000-8910-6357	CAPITAL PURCHASES- MAINTENANCE SHOP IMPROVEMENTS	25,000.00	0.00	25,000.00	0.00	24,987.00	(24,987.00)	0.00	
80-000-8910-6358	CAPITAL PURCHASES- GROUNDS IMPROVEMENTS	80,000.00	80,750.00	(750.00)	100.94	23,613.00	57,137.00	73.79	
80-000-8931	DEPRECIATION EXPENSE-LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	88,756.77	(88,756.77)	0.00	
CAPITAL		162,000.00	138,777.17	23,222.83	85.66	372,742.58	(233,965.41)	187.53	
TRANSFERS									
80-000-9910	OPERATING INTERFUND TRANSFERS	50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	
TRANSFERS		50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	
DEBT PAYMENTS									
80-000-9921	2017A LIMITED TAX BOND	50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	
DEBT PAYMENTS		50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	
Fund 80 - SUGAR CREEK GOLF COURSE:									
TOTAL REVENUES		1,378,797.00	1,527,878.03	(149,081.03)	110.81	1,359,756.80	168,121.23	103.76	
TOTAL EXPENDITURES		1,336,592.00	917,187.40	419,404.60	68.62	1,133,034.96	(215,847.56)	90.22	
NET OF REVENUES & EXPENDITURES:		42,205.00	610,690.63	(568,485.63)		226,721.84	383,968.79		



**ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED DECEMBER 31, 2024**

SUGAR CREEK GOLF COURSE, ILLINOIS

Annual Financial Report

For the Year Ended December 31, 2024

**Sugar Creek Golf Course, Illinois
Annual Financial Report
For the Year Ended December 31, 2024**

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INDEPENDENT AUDITOR'S REPORT

INDEPENDENT AUDITOR'S REPORT

Members of the Administrative Board
Sugar Creek Golf Course
Villa Park, Illinois

Opinion

We have audited the accompanying financial statements of net position, revenues, expenses and changes in net position – budget and actual, and cash flows of **Sugar Creek Golf Course, Illinois**, as of and for the year ended December 31, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of Sugar Creek Golf Course, Illinois, as of December 31, 2024, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Sugar Creek Golf Course, Illinois, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Sugar Creek Golf Course's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Sugar Creek Golf Course's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Sugar Creek Golf Course's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Other Matters

Management Discussion and Analysis

Management has omitted the management's discussion and analysis, the schedules of changes in the net pension liability and related ratios and the schedule of contributions that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

Other Matters (cont'd)

Supplementary Financial Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Sugar Creek Golf Course's basic financial statements. The comparative schedule of operating revenues – budget and actual, and the schedule of operating expenses – budget and actual (collectively referred to as "supplementary financial information") are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary financial information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of operating revenues – budget and actual, and the schedule of expenses – budget and actual are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Statistical Information

Management is responsible for the statistical information included in the annual report. The statistical information comprises the schedule of revenue by source - last ten fiscal years but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the statistical information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the statistical information and consider whether a material inconsistency exists between the statistical information and the basic financial statements, or the statistical information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Prior Year Comparative Information

We have previously audited the Sugar Creek Golf Course's 2023 financial statements, and we expressed an unmodified opinion on those financial statements in our report dated May 24, 2024. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2023, is consistent, in all material respects, with the audited financial statements from which it is derived.

Selden Fox, Ltd.

June 9, 2025

BASIC FINANCIAL STATEMENTS

Sugar Creek Golf Course, Illinois
Statement of Net Position
December 31, 2024

	Business-type Activities
Assets and Deferred Outflows	
Current assets:	
Cash	\$ 697,623
Grant receivable	4,838
Inventories/prepaid expenses	7,404
Deposits	4,600
Total current assets	714,465
Noncurrent assets:	
Other receivable	5,173
Capital assets not being depreciated	1,787,569
Capital assets, net of accumulated depreciation	2,685,332
Total noncurrent assets	4,478,074
Total assets	5,192,539
Deferred outflows - pensions	49,192
Total assets and deferred outflows	5,241,731
Liabilities and Deferred Inflows	
Current liabilities:	
Accounts payable	102,793
Accrued payroll	11,054
Unearned revenue	9,650
Lease liability - current portion	42,510
Compensated absences payable	5,361
Total current liabilities	171,368
Noncurrent liabilities:	
Compensated absences payable	21,445
Lease liability - noncurrent portion	44,270
Loans payable	2,141,868
Net pension liability	50,073
Total noncurrent liabilities	2,257,656
Total liabilities	2,429,024
Deferred inflows - pensions	126
Total liabilities and deferred inflows	2,429,150
Net Position	
Net position:	
Net investment in capital assets	2,244,253
Unrestricted	568,328
Total net position	\$ 2,812,581

See accompanying notes.

Sugar Creek Golf Course, Illinois
Statement of Revenues, Expenses and Changes in
Net Position - Budget and Actual
For the Year Ended December 31, 2024

	2024		2023
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Operating revenues:			
Charges for services	\$ 1,284,262	\$ 1,326,515	\$ 1,230,246
Rental income	26,000	31,250	26,725
Miscellaneous	-	22,377	23,811
Total operating revenues	<u>1,310,262</u>	<u>1,380,142</u>	<u>1,280,782</u>
Operating expenses:			
General and administration	376,578	356,795	380,885
Concessions	46,180	40,358	44,397
Operations	490,393	477,197	308,753
Pro shop	43,500	40,225	38,815
Capital purchases	198,759	-	-
Depreciation	-	209,421	201,130
Total operating expenses	<u>1,155,410</u>	<u>1,123,996</u>	<u>973,980</u>
Operating income	<u>154,852</u>	<u>256,146</u>	<u>306,802</u>
Nonoperating revenue (expense):			
Grant income	-	41,375	360,206
Interest income	200	660	275
Amortization	-	(38,419)	(23,842)
Interest expense	(50,000)	(110,914)	(99,480)
Total nonoperating revenue (expense)	<u>(49,800)</u>	<u>(107,298)</u>	<u>237,159</u>
Transfer out	<u>(50,000)</u>	<u>-</u>	<u>-</u>
Changes in net position	<u>\$ 55,052</u>	<u>148,848</u>	<u>543,961</u>
Net position, beginning of year		<u>2,663,733</u>	<u>2,119,772</u>
Net position, end of year		<u>\$ 2,812,581</u>	<u>\$ 2,663,733</u>

See accompanying notes.

Sugar Creek Golf Course, Illinois
Statement of Cash Flows
For the Year Ended December 31, 2024

	Business-type Activities
Cash flows from operating activities:	
Received from customers and users	\$ 1,389,792
Paid to suppliers for goods and services	(482,760)
Paid to employees for services	(420,636)
Net cash flows from operating activities	486,396
Cash flows from capital and related financing activities:	
Acquisition of capital assets	(290,487)
Grant received	49,664
Principal paid on lease liabilities	(40,809)
Interest paid on lease liabilities	(4,538)
Net cash flows from capital and related financing activities	(286,170)
Cash flows from investing activities - interest income	660
Net change in cash	200,886
Cash, beginning of the year	496,737
Cash, end of the year	\$ 697,623
Reconciliation of operating income to net cash flows from operating activities:	
Operating income	\$ 256,146
Adjustments to reconcile operating income to net cash flows from operating activities:	
Depreciation	209,421
Changes In:	
Inventories/prepaid expenses	7,630
Accounts payable	(46,219)
Accrued payroll and compensated absences	(8,479)
Unearned revenue	9,650
Pension-related deferred outflows	68,485
Pension-related deferred inflows	(371)
Net pension liability	(9,867)
	\$ 486,396

See accompanying notes.

Sugar Creek Golf Course, Illinois Notes to the Financial Statements

I. Summary of Significant Accounting Policies

A. General

The Sugar Creek Golf Course was created to account for the financing, construction, operation and maintenance of a nine-hole golf course facility under terms of an agreement dated February 1, 1975, between the Elmhurst Park District and the Village of Villa Park. The agreement provides that the Elmhurst Park District and the Village of Villa Park share equally in the costs of developing the facility, in the ownership of the property, and in any profits or deficits resulting from the Golf Course operations. The Board of Commissioners of the Elmhurst Park District and the Board of Trustees of the Village of Villa Park have established an Administrative Board to direct the operations of the facility.

The financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Golf Course's accounting policies established in GAAP and used by the Golf Course are described below.

B. The Reporting Entity

In determining the financial reporting entity, the Golf Course complies with the provisions of GASB Statement No. 61, "The Financial Reporting Omnibus – An Amendment of GASB Statements No. 14 and No. 34," and includes all component units that have a significant operational or financial relationship with the Golf Course. Based upon the criteria set forth in GASB Statement No. 61, there are no component units included in the reporting entity.

C. Basis of Presentation

Financial Statements – The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The Golf Course's net position is recognized in three parts: net investment in capital assets, restricted and unrestricted. The Golf Course first utilizes restricted resources to finance qualifying activities. The Golf Course functions as a single proprietary fund.

Proprietary Funds – The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position and cash flow. The generally accepted accounting principles applicable are similar to the private sector. The following is a description of the proprietary fund of the Golf Course.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

I. Summary of Significant Accounting Policies (cont'd)

C. Basis of Presentation (cont'd)

Enterprise Funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third-party requirements that the cost of providing services, including capital costs, be recovered with fees and charges, or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Golf Course is accounted for as an enterprise fund.

D. Measurement Focus, Basis of Accounting and Basis of Presentation

The financial statements are reported using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with the activities are reported. Proprietary fund equity is classified as net position.

The financial statements are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability/deferred inflow is incurred or the economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenue and expense generally result from providing services and producing and delivering goods in connection with the principal ongoing operations. The principal operating revenues of the Golf Course's enterprise fund are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

E. Assets/Deferred Outflows, Liabilities/Deferred Inflows and Net Position or Equity

1. Cash and Investments

For purposes of the statement of net position, the Golf Course's cash is considered to be cash on hand, demand deposits and cash with a fiscal agent. Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on national exchanges are valued at the last reported sales price. Investments that do not have an established market, if any, are reported at estimated fair value. There were no investments held at December 31, 2024.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

I. Summary of Significant Accounting Policies (cont'd)

E. Assets/Deferred Outflows, Liabilities/Deferred Inflows and Net Position or Equity (cont'd)

2. Prepays/Inventories

Prepays/inventories are valued at cost, which approximates market, using the first-in first-out (FIFO) method. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepays in the financial statements.

3. Capital Assets

Capital assets purchased or acquired with an initial cost of more than \$5,000 and an estimated useful life in excess of two years are recorded at historical cost or estimated historical cost. Donated capital assets are recorded at their estimated fair value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset, or materially extend assets' lives, are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Land development	15 - 40 years
Building and improvements	7 - 45 years
Machinery and equipment	3 - 20 years

4. Compensated Absences

The liability for compensated absences consists of unpaid, accumulated vacation balances for Golf Course employees who have completed one year of employment. The liability has been calculated based on the employee's current salary.

In accordance with the provisions of GASB Statement No. 101, *Compensated Absences*, a liability is recorded for nonvesting accumulating rights to receive sick pay benefits to the extent such benefits have been earned and are expected to be used.

5. Deferred Outflows and Inflows of Resources

Deferred outflows of resources are defined as a consumption of net assets by the government that is applicable to a future reporting period; they increase net position, similar to assets. Note IV provides further detail on the components of deferred outflows of resources in the statement of net position.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

I. **Summary of Significant Accounting Policies (cont'd)**

E. **Assets/Deferred Outflows, Liabilities/Deferred Inflows and Net Position or Equity (cont'd)**

5. **Deferred Outflows and Inflows of Resources (cont'd)**

Deferred inflows of resources are defined as an acquisition of net assets by the government that is applicable to a future reporting period; they decrease net position, similar to liabilities. Note IV provides further detail on the components of deferred outflows of resources in the statement of net position.

6. **Net Position**

Net position is displayed in three components as follows:

Net Investment in Capital Assets – This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This consists of net position that is legally restricted by outside parties or by law through constitutional provisions or enabling legislation.

Unrestricted – This consists of net position that does not meet the definition of “restricted” or “net investment in capital assets.”

7. **Use of Estimates**

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

8. **New Accounting Pronouncement**

The Golf Course adopted GASB Statement No. 101, *Compensated Absences*, which updated the recognition and measurement guidance for compensated absences. The adoption of this Statement did not have a material effect on the financial statements and resulted primarily in enhanced disclosures in the notes to the financial statements.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

II. Stewardship, Compliance and Accountability

Budgetary Information

Budgets are adopted on a basis consistent with generally accepted accounting principles. Annual appropriations are adopted. All annual appropriations lapse at year end. The budget is prepared by function and activity and includes information on the past year, current year estimates, and requested appropriations for the next fiscal year. The proposed budget is presented to the governing bodies for review. The governing bodies hold public hearings and may add to, subtract from, or change appropriations, but may not change the form of the budget. The governing body may amend the budget. Expenses may not legally exceed appropriations at the fund level. During the year, no supplementary appropriations were necessary. The Golf Course does not budget for depreciation expenses. Actual expenses, net of depreciation, did not exceed budgeted expenses at the fund level.

III. Detailed Notes for All Activities and Fund Types

A. Deposits and Investments

Permitted Deposits and Investments – Statutes authorize the Golf Course to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of states and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least standard rating services, and the Illinois Funds.

Illinois Funds is an investment pool managed by the State of Illinois, Office of the Treasurer, which allows governments within the state to pool their funds for investment purposes. Illinois Funds is not registered with the SEC as an investment company, but does operate in a manner consistent with Rule 2(a)(7) of the Investment Company Act of 1940. Investments in Illinois Funds are valued at Illinois Funds' share price, which is the price the investment could be sold for. Illinois Funds have a weighted average maturity of less than one year. At December 31, 2024, the Golf Course did not have any deposits with the Illinois Funds.

At December 31, 2024, the carrying amount of the Golf Course's deposits was \$696,623, and the bank balances totaled \$691,360. The Golf Course also had cash on hand of \$1,000.

Interest Rate Risk – This is the risk that changes in the market interest rates will adversely affect the fair value of an investment. The Golf Course does not have a formal investment policy but limits its exposure by investing only in deposits and investments with maturities of one year or less.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

III. Detailed Notes for All Activities and Fund Types (cont'd)

A. Deposits and Investments (cont'd)

Credit Risk – Generally, credit risk is the risk that an issuer of a debt-type instrument will not fulfill its obligation to the holder of the investment. State law limits investments in commercial paper, corporate bonds and mutual bond funds to the top two ratings issued by nationally recognized statistical rating organizations. The Golf Course does not have an investment policy that would further limit its investment choices. As of December 31, 2024, the Golf Course did not have any investments.

Concentration of Credit Risk – This is the risk of loss attributed to the magnitude of the Golf Course's investment in a single issuer. The Golf Course does not have a formal written policy with regards to concentration of credit risk for investments.

Custodial Credit Risk – For deposits, this is the risk that, in the event of a bank failure, a government will not be able to recover its deposits. At December 31, 2024, the entire bank balance was covered by federal depository insurance. For investments, this is the risk that in the event of the failure of the counterparty, the Golf Course will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Golf Course does not have a formal policy for custodial credit risk.

B. Grant Receivable and Income

The Golf Course received funding from a grant from the Illinois Environmental Protection Agency to the Elmhurst Park District dated May 31, 2022, which provides funding for the Sugar Creek Restoration Project. The Golf Course is eligible for reimbursement for 50% of the costs incurred for the project up to a maximum amount of \$612,516. Total earned for costs incurred in 2024 was \$41,375. The grant term expired on March 31, 2024. The Golf Course received the maximum amount over the grant term.

C. Transfers

The Golf Course budgeted for a transfer of \$50,000 for repayment of debt owed to the District and Village. No repayments were made on this debt in the current year.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

III. Detailed Notes for All Activities and Fund Types (cont'd)

D. Capital Assets

Capital asset activity for the year ended December 31, 2024, was as follows:

	Balance, January 1, 2024	Additions	Retirements	Balance, December 31, 2024
Business-type activities				
Nondepreciable capital assets:				
Land	\$ 1,767,569	\$ -	\$ -	\$ 1,767,569
Construction in progress	88,757	20,000	88,757	20,000
Total nondepreciable capital assets	1,856,326	20,000	87,757	1,787,569
Capital assets, being depreciated:				
Land development	3,543,066	139,212	66,679	3,615,599
Building and improvements	1,563,945	56,326	-	1,620,271
Machinery and equipment	611,800	163,706	33,195	742,311
Leased equipment	127,589	-	-	127,589
Total capital assets	5,846,400	359,244	99,874	6,105,770
Less accumulated depreciation and amortization for:				
Land development	2,131,836	114,501	66,679	2,179,658
Building and improvements	823,657	35,176	-	858,833
Machinery and equipment	316,979	59,744	33,195	343,528
Leased equipment	-	38,419	-	38,419
Total accumulated depreciation	3,272,472	247,840	99,874	3,420,438
Depreciable capital assets, net	2,573,928	111,404	-	2,685,332
Business-type activities' capital assets, net	\$ 4,430,254	\$ 131,404	\$ 88,757	\$ 4,472,901

Leased equipment consists of golf carts, a beverage cart, a driving range collector and a club car leased through September 2026. These assets are amortized on a straight-line basis over the life of the lease.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

III. Detailed Notes for All Activities and Fund Types (cont'd)

E. Changes in Long-term Liabilities

A summary of changes in long-term liabilities follows:

	Balance, January 1, 2024	Additions	Deletions	Balance, December 31, 2024	Amounts Due in One Year
Elmhurst Park District loan	\$ 1,420,706	\$ 74,247	\$ -	\$ 1,494,953	\$ -
Village of Villa Park loan	614,786	32,129	-	646,915	-
Lease liabilities	127,589	-	40,809	86,780	42,510
Accrued compensated absences	34,198	-	7,392	26,806	5,361
Net pension liability	59,940	-	9,867	50,073	
	<u>\$ 2,257,219</u>	<u>\$ 106,376</u>	<u>\$ 58,068</u>	<u>\$ 2,305,527</u>	<u>\$ 47,871</u>

In prior years, the Park District and Village have made loans to the Golf Course to cover operational and debt service shortfalls. In 2024, the Golf Course accrued interest of \$74,247 on the outstanding loan from the Elmhurst Park District that had a balance of \$1,494,953 at December 31, 2024, and \$32,129 on the outstanding loan from the Village of Villa Park that had a balance of \$646,915 at December 31, 2024.

The Golf Course entered into four new lease agreements, each dated August 28, 2023, for the following equipment for use in the 2024 through 2026 golf seasons. Activity on lease agreements outstanding at December 31, 2024, are summarized as follows:

Description	Start Date	Payment Terms	Payment Amount	Interest Rate	Balance 12/31/23	Payments	Balance 12/31/24
36 Golf Carts	1/1/24	36 Months	\$ 8,064	4.09%	\$ 113,468	\$ 36,291	\$ 77,177
Beverage Cart	1/1/24	36 Months	200	4.09%	2,831	1,356	1,475
Range Picker	1/1/24	36 Months	300	4.09%	4,238	906	3,332
2 Club Cars	1/1/24	36 Months	500	4.09%	7,052	2,256	4,796
					<u>\$ 127,589</u>	<u>\$ 40,809</u>	<u>\$ 86,780</u>

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

III. Detailed Notes for All Activities and Fund Types (cont'd)

E. Changes in Long-term Liabilities (cont'd)

Each of the above leases require monthly payments from May through September of each year, with no payments required in October through April. The payment term is from the initial to final payment. Future payments are as follows:

	Principal	Interest
2025	\$ 42,510	\$ 2,838
2026	44,270	1,066
	\$ 86,780	\$ 3,904

F. Net Position Classifications

Net investment in capital assets was comprised of the following at December 31, 2024:

Capital assets, net of accumulated depreciation	\$ 4,472,901
Less capital-related debt:	
Loans from Elmhurst Park District and Village of Villa Park	(2,141,868)
Lease liability	(86,780)
Net investment in capital assets	\$ 2,244,253

IV. Other Information

A. Risk Management

The Golf Course is covered by the Elmhurst Park District's membership in the Park District Risk Management Agency (PDRMA). Risks covered include general liability, property, automotive liability, crime, boiler and machinery, public officials and workers' compensation. Premiums have been displayed as an expense as they expire.

There has been no reduction in insurance coverage for any programs since the prior fiscal year. Settlements have not exceeded insurance coverage in the last three years.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

IV. Other Information

B. Employee Retirement Plan

General Information About the Pension Plan

Plan Description – The Golf Course’s defined benefit pension plan, the Illinois Municipal Retirement Fund (IMRF), provides pensions for all full-time employees of the Golf Course. IMRF is an agent multiple-employer public employee retirement system that acts as a common investment and administrative agent for local governments and school districts in Illinois. The types of benefits, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes and can only be amended by the Illinois General Assembly. IMRF issues a publicly available financial report that includes financial statements and required supplementary information (RSI). That report may be obtained on-line at www.imrf.org. The Golf Course participates in IMRF through the Elmhurst Park District.

Benefits Provided – IMRF provides retirement and disability benefits, post-retirement increases, and death benefits to plan members and beneficiaries. All employees hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. Participating members hired before January 1, 2011, who retire at or after age 60 with 8 years of service, are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3 percent of their final rate (average of the highest 48 consecutive months' earnings during the last 10 years) of earnings, for each year of credited service up to 15 years, and 2 percent of each year thereafter. Employees with at least 8 years of service may retire at or after age 55 and receive a reduced benefit. For participating members hired on or after January 1, 2011, who retire at or after age 67 with 10 years of service, are entitled to an annual retirement benefit, payable monthly for life in an amount equal to 1-2/3 percent of their final rate (average of the highest 96 consecutive months' earnings during the last 10 years) of earnings, for each year of credited service, with a maximum salary cap of \$125,774 at January 1, 2024. The maximum salary cap increases each year thereafter. The monthly pension of a member hired on or after January 1, 2011, shall be increased annually, following the later of the first anniversary date of retirement or the month following the attainment of age 62, by the lesser of 3% or ½ of the consumer price index.

Employees with at least 10 years of credited service may retire at or after age 62 and receive a reduced benefit. IMRF also provides death and disability benefits.

Contributions – Employees participating in the plan are required to contribute 4.50 percent of their annual covered salary to IMRF. The employees' contribution rate is established by state statute. The Golf Course is required to contribute the remaining amount necessary to fund the IMRF plan as specified by statute. The employer contribution and annual required contribution rate for calendar year 2024 was 5.39 percent. The Golf Course’s contribution to the Plan totaled \$13,818 in the fiscal year ended December 31, 2024, and its annual required contribution was \$13,818.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

IV. **Other Information** (cont'd)

B. **Employee Retirement Plan** (cont'd)

Net Pension Liability

The Golf Course is a component unit of the Elmhurst Park District. Park District management has allocated approximately 4.13% of the Park District's pension responsibility to the Golf Course. The Park District's net pension liability was measured as of December 31, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date.

Actuarial Valuation and Assumptions – The actuarial assumptions used in the December 31, 2024, valuation were based on an actuarial experience study for the period January 1, 2020 – December 31, 2022, using the entry age normal actuarial cost method. The total pension liability in the December 31, 2024, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.25%
Salary increases	2.85% to 13.75%
Investment rate of return	7.25%
Post-retirement benefit increase:	
Tier 1	3.0%-simple
Tier 2	lesser of 3.0%-simple or ½ increase in CPI

The actuarial value of IMRF assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period with a 20% corridor between the actuarial and market value of assets. IMRF's unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on a closed basis. The remaining amortization period at December 31, 2024, was 19 years.

Mortality Rates – For non-disabled lives, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 108%) and Female (Adjusted 106.4%) tables, and future mortality improvement projected using scale MP-2021. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2021. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2021.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

IV. **Other Information** (cont'd)

B. **Employee Retirement Plan** (cont'd)

Net Pension Liability (cont'd)

Long-term Expected Rate of Return – The long-term expected rate of return is the expected return to be earned over the entire trust portfolio based on the asset allocation of the portfolio, using best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) developed for each major asset class. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-term Expected Real Rate of Return</u>
Equities	33.5%	4.35%
International equities	18.0%	5.40%
Fixed income	24.5%	5.20%
Real estate	10.5%	6.40%
Alternatives:	12.5%	
Private equity		6.25%
Hedge funds		N/A
Commodities		4.85%
Cash equivalents	1.0%	3.60%

Discount Rate – The discount rate used to measure the total pension liability, computed for the Elmhurst Park District as a whole, was 7.25%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that Golf Course contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees for the next 99 years. Therefore, the long-term expected rate of return on pension plan investments (7.25%) was applied to the next 99 periods of projected benefit payments, and then the tax-exempt municipal bond rate (4.08%) (based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date), was utilized, resulting in a single discount rate of 7.25% being used to determine the total pension liability.

Additional Information regarding the change in the net pension liability and discount rate sensitivity for the Elmhurst Park District as a whole may be found in the Elmhurst Park District Comprehensive Annual Financial Report. Such information has not been determined separately for the Golf Course.

Sugar Creek Golf Course, Illinois
Notes to the Financial Statements (cont'd)

IV. **Other Information** (cont'd)

B. **Employee Retirement Plan** (cont'd)

Net Pension Liability, Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – Golf Course

At December 31, 2024, the Golf Course's portion of the Elmhurst Park District's net pension liability is \$50,073. For the year ended December 31, 2024, the Golf Course recognized pension expense of \$72,020 in the government-wide financial statements. At December 31, 2024, the Golf Course reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources	Net Deferred Outflows of Resources
Differences between expected and actual experience	\$ 15,267	\$ -	\$ 15,267
Changes in assumptions	-	126	(126)
Net difference between projected and actual earnings on pension plan investments	33,925	-	33,925
Total	\$ 49,192	\$ 126	\$ 49,066

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending December 31,

2025	\$	30,261	
2026		44,872	
2027		(18,013)	
2028		(8,054)	
Total	\$	49,066	

SUPPLEMENTARY FINANCIAL INFORMATION

Sugar Creek Golf Course, Illinois
Schedule of Operating Revenues - Budget and Actual
For the Year Ended December 31, 2024

	2024		2023
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Charges for services:			
Club car rental	\$ 207,900	\$ 185,792	\$ 184,030
Greens fees	654,750	719,769	615,164
Driving range	166,706	183,556	172,370
Driving range instruction	119,169	95,714	120,126
Sales:			
Pro shop	30,000	35,152	31,298
Beer/wine/liquor	75,075	71,744	74,951
Food	10,604	13,110	12,692
Soft drink	20,058	21,678	19,615
Total charges for services	1,284,262	1,326,515	1,230,246
Rental income	26,000	31,250	26,725
Miscellaneous	-	22,377	23,811
	<u>\$ 1,310,262</u>	<u>\$ 1,380,142</u>	<u>\$ 1,280,782</u>

See accompanying notes.

Sugar Creek Golf Course, Illinois
Schedule of Operating Expenses - Budget and Actual
For the Year Ended December 31, 2024

	2024		2023
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
General and administration:			
Salaries and wages:			
Administration	\$ 244,694	\$ 203,630	\$ 255,003
Administrative staff	330	440	385
Facility and program staff	49,378	64,745	54,429
	<u>294,402</u>	<u>268,815</u>	<u>309,817</u>
Services:			
Audit	6,000	6,000	6,043
Credit card/finance charges	49,200	39,586	39,500
Occupational health	1,476	1,039	716
	<u>56,676</u>	<u>46,625</u>	<u>46,259</u>
Repairs and maintenance:			
Building repairs	25,500	41,355	24,809
	<u>25,500</u>	<u>41,355</u>	<u>24,809</u>
Total general and administration	<u>376,578</u>	<u>356,795</u>	<u>380,885</u>
Concessions:			
Repairs and maintenance:			
Plumbing and building repairs	2,900	2,901	2,901
Supplies:			
Concession merchandise	43,280	37,457	41,496
	<u>43,280</u>	<u>37,457</u>	<u>41,496</u>
Total concessions	<u>46,180</u>	<u>40,358</u>	<u>44,397</u>
Operations:			
Salaries and wages:			
Driving range staff	14,126	9,677	7,566
Operations staff	137,127	133,665	113,708
	<u>151,253</u>	<u>143,342</u>	<u>121,274</u>

(cont'd)

Sugar Creek Golf Course, Illinois
Schedule of Operating Expenses - Budget and Actual (cont'd)
For the Year Ended December 31, 2024

	2024		2023
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Operations (cont'd):			
Services:			
Healthcare	\$ 12,772	\$ 10,722	\$ 11,750
IMRF	13,614	72,020	(36,555)
FICA	34,093	32,423	33,060
Insurance	16,851	16,713	14,453
Legal and consulting	-	-	-
Dues and subscriptions	3,975	2,762	2,699
Continuing education	1,050	2,952	529
Ads and notices	800	330	104
Licenses and permits	1,390	1,298	735
Equipment rental	50,070	1,108	1,833
Banquet/outings	4,600	3,771	3,334
Travel	5,000	1,200	3,018
Telephone	918	746	755
Cable TV	3,000	2,929	2,890
Alarms	3,200	3,151	4,398
Electricity	18,000	26,497	17,321
Natural gas	6,000	5,162	4,764
Water and sewer	4,000	3,430	3,958
Contractual services	17,290	12,645	11,729
Employee relations	-	810	135
	<u>196,623</u>	<u>200,669</u>	<u>80,910</u>
Repairs and maintenance:			
Custodial maintenance	25,200	20,431	3,300
Electrical repairs	3,355	3,475	1,139
Equipment and truck repairs	7,000	3,218	4,686
Plumbing repairs	750	500	558
	<u>36,305</u>	<u>27,624</u>	<u>9,683</u>
Supplies:			
Office	6,350	5,049	7,565
Custodial	1,300	844	1,303
Grounds	33,576	23,555	29,314
Building	10,950	20,702	9,729

(cont'd)

Sugar Creek Golf Course, Illinois
Schedule of Operating Expenses - Budget and Actual (cont'd)
For the Year Ended December 31, 2024

	2024		2023
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Operations (cont'd):			
Supplies (cont'd):			
Fuel	\$ 11,700	\$ 14,994	\$ 10,436
Vehicle parts	17,595	18,211	14,694
Chemicals	22,241	22,029	21,514
Uniforms	2,000	40	2,316
First aid	500	138	15
	<u>106,212</u>	<u>105,562</u>	<u>96,886</u>
Total operations	<u>490,393</u>	<u>477,197</u>	<u>308,753</u>
Pro shop:			
Supplies:			
Pro shop merchandise	22,500	26,596	18,957
Driving range supplies	18,000	10,463	17,756
Golf/clubhouse supplies	3,000	3,166	2,102
	<u>43,500</u>	<u>40,225</u>	<u>38,815</u>
Capital purchases	198,759	-	-
Depreciation	-	209,421	201,130
	<u>198,759</u>	<u>209,421</u>	<u>201,130</u>
Total operating expenses	<u>\$ 1,155,410</u>	<u>\$ 1,123,996</u>	<u>\$ 973,980</u>

See accompanying notes.

STATISTICAL INFORMATION

Sugar Creek Golf Course, Illinois
Schedules of Revenue By Source - Last Ten Fiscal Years
For the Year Ended December 31, 2024

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Operating revenues:				
Greens fees	\$ 478,139	\$ 469,676	\$ 493,682	\$ 421,978
Membership	21,500	24,775	23,190	21,690
Driving range	111,534	107,840	104,424	100,320
Cart and club rental	111,329	115,546	121,255	111,624
Pro shop equipment sale	43,997	46,756	39,904	33,557
Concessions	131,709	118,372	119,432	126,550
Golf lessons	95,767	100,605	105,674	111,373
Miscellaneous	238	332	19,596	218
Rental income	50,373	44,040	47,023	50,913
Nonoperating revenues:				
Grants	-	-	-	-
Interest	87	1,313	1,130	2,289
Gain (loss) on sale of assets	-	-	-	-
Total	<u>\$ 1,044,673</u>	<u>\$ 1,029,255</u>	<u>\$ 1,075,310</u>	<u>\$ 980,512</u>

See independent auditor's report.

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 425,364	\$ 527,315	\$ 584,461	\$ 539,667	\$ 615,164	\$ 719,769
19,435	2,450	-	-	-	-
107,618	105,000	129,564	149,653	172,370	183,556
114,912	136,958	161,445	161,870	184,030	185,792
37,281	18,928	29,603	28,238	31,298	35,152
132,407	60,078	95,708	107,153	107,258	106,532
110,515	9,662	110,690	125,817	120,126	95,714
222	109	167	20,393	23,811	22,377
48,599	25,739	34,873	36,005	26,725	31,250
-	-	21,230	293,267	360,206	41,375
838	16	45	312	275	660
-	-	-	116,069	-	-
<u>\$ 997,191</u>	<u>\$ 886,255</u>	<u>\$ 1,167,786</u>	<u>\$ 1,578,444</u>	<u>\$ 1,641,263</u>	<u>\$ 1,422,177</u>



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Assistant Village Manager

DATE: January 12, 2026

SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 964

RECOMMENDED ACTION:

The Resolution would approve the CBA between the Village and the American Federation of State, County and Municipal Employees (AFSCME), Local 31, for a period of three years ending on December 31, 2028.

BACKGROUND:

The Village and the AFSCME meet to bargain the new agreement over several meetings. The previous agreement was set to expire on April 30th, 2026, but in order to align all the union contracts with the village employees' benefits to the calendar year basis so the fiscal and benefit year will no match, the village initiated the negotiations early. This contract will be for a three-year period beginning on January 1, 2026 and ending on December 31, 2028.

DISCUSSION:



Village of Villa Park

Bargaining Agreement Negotiations with American Federation of State, County, and Municipal Employees Council 31

Tentative Agreed Items

Section 10.1 Length
Section 14.1 Normal Working Hours
Section 14.2 Overtime
Section 16.4 Emergency School Closing
Section 18.2 Scheduling
Section 18.4 Cancellation
Section 19.1 Holidays
Section 20.3 Sick Leave
Section 23.1 Pay Scale
Section 23.4 Superior Performance Increase
Section 23.6 Clothing Allowance
Section 24.10 Prescription Drugs
Section 34.1 Termination
New Section 16.8 Video Security and Vehicle Cameras
Appendix A Pay Scales
Appendix C Change in Classifications

Memorandum of Understanding/Mediation Agreements

Section 14.4 – Standby Pay
Side letter for Classifications

Proposed Side Letter Agreement

TENTATIVE AGREED ITEMS

Section 10.1. Length. All new employees shall be considered as probationary employees **for twelve (12) months of actual work for full-time employees and part-time employees.** During this initial probationary period, an employee shall be disciplined ~~pursuant to the same tenets of progressive and corrective discipline as permanent employees~~ **or discharged, as exclusively determined by the Village and such Village action** shall not be subject to Article 7 (Grievance Procedure). **The Village shall notify the Union prior to discharge.**

Any unresolved grievance filed on behalf of a new employee who has not completed his initial probation shall be withdrawn without prejudice or precedent if said employee is terminated by the Village

Section 14.1. Normal Work Hours. Current regular work hours for bargaining unit employees shall remain in effect except as stated below. Except upon mutual agreement, any changes in regular work hours for bargaining unit employees shall only be made when needed for legitimate operating purposes. With the exception of part-time employees, bargaining unit employees are scheduled to work eight (8) hours, five (5) days weekly. The workweek shall be Monday through Friday with the exception of Police Department employees and certain custodial staff who are normally scheduled to work weekends. This section is not a guarantee of hours of work per day or per week.

~~The Village shall, when possible, give crossing guards at least twenty-four (24) hour notice on any change in school hours that affect school crossing hours.~~

Employees shall receive two (2) fifteen (15) minute paid rest periods during each eight (8) hour work shift.

There shall be a ten (10) minute personal clean-up period immediately prior to the end of each regular workday except under emergency conditions or when overtime is required immediately after the conclusion of the regular workday. A ten (10) minute personal clean-up period shall also be granted prior to each lunch period during normal working hours. Only the following job classifications shall be eligible for these clean-up periods, unless mutually agreed otherwise:

Foreman, Building Maintenance Workers, Ground Workers, PW Laborers, PW Maintenance, Mechanics, **PW Lead Workers, and PW Specialist**

Employees shall receive one-half (1/2) hour unpaid lunch period during each eight (8) hour shift. ~~Village Hall and clerical employees shall receive a one (1) hour unpaid lunch period.~~ Police employees who currently receive a paid lunch shall continue to receive such.

If an employee is required to work four (4) or more hours of consecutive overtime, he shall be entitled to a fifteen (15) minute paid break period as scheduled by the immediate supervisor, provided, however, that the four (4) consecutive hour period does not occur during meal hours of 6:00 p.m., 12:00 midnight or 6:00 a.m., or 12:00 noon on weekends and holidays, in which case the employee shall be granted a thirty (30) minute paid meal period in lieu of the fifteen (15) minute break.

Section 14.2. Overtime. Hours worked **physically, or remote work consisting of more than a brief phone conversation**, outside of or/in addition to the normal scheduled workday, or workweek, shall be overtime hours. The rate of pay shall be one and one-half (1-1/2) times the employee's regular rate of pay for each overtime hour worked. Time and one-half (1-1/2) shall be paid for all work performed on Saturday or Sunday (unless it is the employee's regularly scheduled workday) and double time shall be paid on the actual holidays worked except the two (2) floating holidays listed in Article 19.1, instead of the days of Holiday Observance (see Section 19.3). **Non-Emergency overtime hours shall be approved by a department supervisor when practical.**

All bargaining unit employees shall continue to qualify for compensatory time off in lieu of overtime payments under reasonable conditions established by the Employer. Employees shall not be treated arbitrarily in the granting or denial of compensatory time off.

An employee who chooses compensatory time off in lieu of overtime payment must indicate the preference at the end of the shift in which overtime was worked or no later than the start of the employee's next shift.

If compensatory time is granted, it may be taken at such times as are approved by the department head. Notification to department head to use compensatory time will be pursuant to the

holiday/personal leave provisions in Art. XX, Section 20.1 of the Agreement (i.e. 48-hours notice). Compensatory time will be taken in the in minimum amounts per Department Divisions:

Public Works Utilities – 4 hrs.

Public Works Streets and Forestry – 4 hrs.

Parks Building and Grounds – 4 hrs.

Parks Fleet – 2 hrs.

Community Development & Public Works Office – 2 hrs.

Finance and Village Hall – 2 hrs.

Police CSO – 2 hrs.

Employees will not be eligible for call-out relief. An employee's use of compensatory time will not count against any maximum number of employees allowed off on a particular day.

Employees shall be able to carry over up to forty (40) hours of compensatory time each fiscal calendar year with a maximum balance up to 80 hrs at anytime. Employees shall not be able to utilize more than forty (40) hours of comp time consecutively per for time off request. Any compensatory time in excess of forty (40) hours as of the date for end of the quarter year shall be converted to cash payment.

In order to be eligible to receive overtime compensation, an employee must receive forty (40) hours of pay during his normal work week.

Police Department employees shall continue to receive five (5) minutes per day compensation time for briefing.

An employee called back to work outside his regularly scheduled workday shall be paid a minimum of two (2) hours' call-out pay at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate.

There shall be no pyramiding of overtime work or pay.

~~Section 16.4. Emergency School Closings. For emergency school closings with less than twenty four (24) hours' notice, the affected crossing guards shall receive two (2) hours' pay.~~

Section 18.2. Scheduling. Each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but at least one (1) week in advance of the requested vacation. Advance notice may be waived by the Department Head in cases of emergency. Request for vacation shall be granted if they approved by the Department Head.

A vacation sign-up sheet will be posted ~~in the month of April (in the month of December for Police Personnel)~~ **from October 15th to October 31st** for the next ~~fiscal~~ **calendar year**. The Department Head shall advise the employee of the status of the vacation request submitted during ~~April (or December for Police personnel)~~ **October** by no later than ~~May~~ **November 15th** (~~January 15 for Police personnel~~). Employees will be granted their vacation requests based on seniority if conflicts occur. Vacation requests outside the month of ~~April (December for Police personnel)~~ **October** will be granted on a first-come, first-served basis.

In the event a holiday(s) occurs during the period when an employee is on approved vacation leave, such holiday will be observed as a holiday and the employee shall have another day(s) off for vacation.

Section 18.4. Cancellation. Vacation time may be used in increments of one day or more. Once a scheduled vacation is approved, it will only be canceled if an emergency occurs and the Employer's operating needs require that employee's services. If such vacation is canceled, the employee shall immediately submit another request for the use of such vacation time in the current ~~fiscal~~ **calendar** year. If the department head cannot grant the employee's request(s) for vacation time during the current ~~fiscal~~ **calendar** year, then the employee shall be allowed to schedule such vacation time during the next ~~fiscal~~ **calendar** year.

The Village shall allow vacation carryover of up to one (1) week for employees with ~~eight (8)~~ **five (5)** years of seniority. Provided, however, the employee must request the carryover by ~~April~~ **December 1**. The vacation carried over must be used in the first four (4) months of the ~~fiscal~~ **calendar** year (~~by August 31~~ **by April 30th**).

Section 19.1. Holidays. The following are paid holidays for eligible full-time employees:

2 floating holidays	Thanksgiving
New Year's Day	Day After Thanksgiving
President's Day	
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Floating holidays may be taken in half-day increments. Requests for leave shall be made as far in advance as possible but at least forty-eight (48) hours in advance of the requested floating holiday.

Section 20.3. Sick Leave. All full-time bargaining unit employees will accumulate sick leave at the rate of three (3) days at the end of each quarter in the fiscal **calendar** year. Sick leave may be used in the case of illness, disability, injury, medical appointments or illness, disability, injury or death of a member of the employee's immediate family or household as defined by spouse, child, parents, parents-in-law or other members of the employee's immediate household. The Village may require proof of residency for the household member. Employees taking sick leave shall call their supervisors at the work site fifteen (15) minutes prior to the start of the scheduled work day, except for extenuating circumstances. Police Department employees shall call their supervisor one (1) hour prior to the start of their shift. At the Employer's expense, an employee may be required to substantiate proof of illness where there is reason to suspect an employee is abusing sick leave. However, after four (4) consecutive days of absence due to illness or injury, the employee must bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work. Sick leave shall be taken in a minimum of four (4) hour increments unless if taken for the **first two (2) hrs or last two (2) hrs of a normally scheduled shift**. Remaining time shall be actual time used.

23.1 Bargaining Unit members shall be subject to the following pay scale and wage increases:

~~May 1st, 2022 Implementation of new pay scale as specifically set forth in Appendix A. In addition, retroactive to January 1, 2022 through April 30, 2022, certain bargaining unit members, as identified on Appendix A-1, attached hereto, shall receive a 0.5% pay increase in exchange for the Union's withdrawal of any grievances pre-dating the Union's execution of the Agreement.~~

- I. ~~May 1st, 2022 3.25% increase as specifically set forth in Appendix A.~~
January 1st, 2026 - 6% increase as specifically set forth in Appendix A.

H. — ~~May 1st, 2023 3.25% increase or as specifically forth in Appendix A.~~

January 1st, 2027 – 5% increase as specifically set forth in Appendix A.

III. — ~~May 1st, 2024 3.25% increase or as specifically set forth in Appendix A.~~

January 1st, 2028 – 5% increase as specifically set forth in Appendix A.

IV. — ~~May 1st, 2025 3.25% increase or as specifically set forth in Appendix A.~~

Section 23.2. Pay Plan Principles. The pay plan for each year will be governed by the following pay plan principles:

Initial Placement. Initial placement on the pay schedule in range and step for employees employed on the effective date of this Agreement shall be as stated in Appendix D.

Probationary Employees. ~~Probationary employees shall move from Step A to Step B upon successful completion of the probationary period. Steps C, D, E, F, G, H, I and J~~ **Progression to Steps after Step B** shall be granted to all employees on the employee's anniversary date of **the original** probationary completion, if the employee has received a satisfactory performance evaluation. ~~Denial of a satisfactory evaluation is a grievable event.~~

New Hires. New employees will be brought in at the entry level unless their skills, abilities and/or prior experience merits a higher placement. The Union shall be notified if an employee is hired at a rate above the entry level and shall be provided the reason(s) for such a higher rate.

~~Automatic~~ **Public Works Laborer, Building Maintenance I, Mechanic Apprentice**

Promotions. An employee in the following classification **of Public Works Laborer Building Maintenance I, Mechanic Apprentice I** Promotions for a service period of no less than four (4) years shall be eligible for promotion to the classification of **Public Works Maintenance, Building Maintenance II, Mechanic Journeyman, if the Director of Public Works** determines such employee has satisfied the training program to be completed by **Public Works Laborers.** Such training program shall be memorialized in writing and provided to **the Union Executive Board and Public Works Laborers, and may be modified by the Director of Public Works upon prior notice to the Union Executive Board and Laborers.** **The Executive Board may request to meet and discuss the initial training program and any changes thereafter before it is implemented.**

An employee in the following classification as of prior to January 1, 2025, who has reached **thereafter reaches** the highest step of the classification and has completed ten (10) years of **full-time** service with the Village **in such classification** will be promoted to the classification as shown:

Receptionist-Clerk: move to Secretary Clerk

~~Mechanic-Apprentice: move to Mechanical Journeyman~~

Park Maintenance I: move to Park Maintenance II

Promotion. Upon promotion from one range to another, the employee will be placed in the next closest step which will provide the employee a salary increase.

Superior Performance Increases. Employees at the top step of the range will be eligible for Superior Performance Increases, as set forth in Section 23.4 below, and any further across-the-board increases which might be negotiated between the parties.

Step Increases. Employees will move from one step to another along the pay range on the employee's anniversary date of ~~probationary completion~~ **of hire or promotion**, so long as the employee has received a satisfactory evaluation. For such increase, the following evaluation system will be used:

Section 23.4. Superior Performance Increases. The Village may, subject to its sole decision concerning the availability of funds, make superior performance increases to employees, in Step ~~J~~ **H** of their appropriate pay range. The parties agree that the following are the principal objectives of the superior performance policy:

To provide standard procedures for establishing superior performance.

To provide incentive for Village employees to complete their job tasks meritoriously.

To provide recognition of and reward for varying degrees of superior performance by individual employees by granting superior performance increases.

If funding is available for superior performance increases, the Village will complete a performance evaluation of all employees in Step ~~J~~ **H** of their pay range. Those employees whose performance is deemed meritorious will receive superior performance increases. To be deemed meritorious and, therefore, eligible for a superior performance increase, the following guidelines will be strictly adhered to:

EVALUATION POINTS

30-33 points	\$.15 0.25/hour
34-37 points	\$.20 0.50/hour
38-40 points	\$.25 0.75/hour

Written evaluations will be discussed with employees before any superior performance increase is granted. All increases shall be effective at the start of the same pay period. The Village, shall in accordance with Article XXVII - Notice of Personnel Changes, provide the Union with a copy of the change notice for those employees who receive superior performance increases. Any funding for superior performance increases shall not be in addition to the amount authorized by the Village Board for negotiated salary increases. Any allegations that the Village has arbitrarily and capriciously denied a superior performance increase shall be subject to the grievance procedure, and the grievant shall have the burden of proving same by clear and convincing evidence. Denial of a superior performance increase is a grievable event, but only through Step III of the Grievance Procedure, Article VII, Section 7.2.

Section 23.6. Clothing Allowance. The Village’s current clothing allowance for bargaining unit personnel shall continue for the life of this Agreement, except that the following amounts will be annually paid to the following bargaining unit personnel. If proof of purchase is not provided to the Village, the clothing allowance will be taxed as a fringe benefit.

- Eligible Employees - \$450 clothing allowance
- ~~Mechanics - \$275 boot/coat allowance~~
- Community Services Officers - ~~\$900~~ \$1,000 clothing allowance

The Village will supply wearable Personal Protection Gear for eligible employees that will consist of the

- 5 – T-shirts (reflective for employees working in the ROW) yearly
- 2 – Sweatshirts yearly

1 – Winter Gloves and hat if desired by employee yearly

1 – Winter Coat every other year starting in 2027

Eligible Office Staff will receive

2 – polos or equivalent

2 – sweater, vest, light jacket or equivalent

Additionally, the Village will allow additional orders at the employees expense through the Village vendor.

In the event an employee retires, the clothing allowance shall be pro-rated from ~~May~~ **January-1st** for the contract year of retirement.

Section 24.10. Prescription Drugs. Eligible employees will be provided with a prescription drug card that can be used at participating pharmacies to purchase prescription drugs ~~at a cost of no more than \$10, \$20 or \$40 for each prescription~~ as explained in the employees' Medical Insurance Contract **that will be presented annually (Appendix)**

Section 34.1. Termination in ~~2026~~ 2029. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the ~~thirtieth (30th)~~ **thirty first day** of ~~April, 2026~~ **December 2028**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ~~sixty (60)~~ **ninety (90)** days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ~~thirty (30)~~ **sixty (60)** days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ~~ten (10)~~ **twenty (20)** days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

New Section 16.8 Video Security and Vehicle Cameras

The Department may, at its discretion, install security cameras around village buildings and vehicles for the safety of employees and the security of Village property. Any cameras shall be placed in public areas only, also upon the exterior perimeter and only forward-facing vehicle

cameras. Cameras shall provide video security only and will not record or broadcast audio.

For discipline purposes, the Employer may only rely on video recorded within (120) one hundred twenty days prior to the date the allegations were made known to the Employer, **unless the allegation is criminal in nature**. Past video will only be evaluated for possible action in the event of loss or damage to Village property, a reported injury to an employee, an alleged suspected criminal act, or to confirm an alleged violation of policy, misconduct, or reported physical confrontation that previously occurred. Video shall only be used to initiate discipline when a past video is viewed for one of the above-stated reasons, or when Employer observes an infraction while viewing past video for one of the above-stated reasons. Administration and supervisors shall not monitor cameras for the mere purpose of generating discipline. **The Village shall notify the Union that videos will be reviewed prior to initiation of any discipline and** Upon request, the Union shall be allowed to review any footage obtained by the Village.

Community Service Officers and clerical staff assigned to the police department shall follow all police department policies, regulations, and state statutes related to the use of body cameras, in-car cameras, and station cameras.

Appendix A – Pay Scales attached and Licenses Pay

Appendix C - Classifications

Change in Classification

1. Creation of Parks Crew Leader Position at grade 12
2. Creation of Public Works Street/Forestry Specialist at grade 13
3. Creation of Public Works Utility Specialist at grade 13
4. Move Building Lead Worker to grade 14
5. Move Planner I to grade 10 and Planner II to grade 14
6. Commit to 2nd mechanic lead worker for succession planning (will return to 1 in the event of one position is vacated for any reason)
7. Commit to move current Records Assistant to Records Specialist I with corresponding duties
8. Commit to move current Records Specialist I to Records Specialist II with corresponding duties
9. Move Records Specialist II from Grade 9 to Grade 10
10. All employees who grades change will be considered as promotions so they will move to the lowest step closes to the current pay grade.

11. Will place a position of Parks and Buildings Foreman at grade 17 but it will not be filled until approval of the Village Manager and Village Board in future budgets.

Resolution No. _____

A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO, LOCAL 964

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

Section 1: That certain successor Collective Bargaining Agreement between the Village of Villa Park and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, a copy of which Collective Bargaining Agreement is attached hereto as Exhibit "A," is hereby approved.

Section 2: The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Collective Bargaining Agreement, subject to the prior execution of said Collective Bargaining Agreement by representatives of the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO.

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

ADOPTED this ____ day of _____, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PASSED AND APPROVED this ____ day of _____, 2026.

VILLAGE OF VILLA PARK

Kevin Patrick, Village President

ATTEST:

Rolf Laukant, Village Clerk

Resolution No. _____

. Exhibit A

**Agreement between the Village of Villa Park and
the American Federation of State, County and Municipal Employees, Council 31, AFL-
CIO, Local 964**

AGREEMENT

Between

VILLAGE OF VILLA PARK

and

LOCAL 964,

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 31, AFL-CIO**

(January 1, 2026 to December 31, 2028)

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PREAMBLE

Whereas the VILLAGE OF VILLA PARK and LOCAL 964, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO, by law, shall endorse the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with the bargaining unit;

Whereas, the Village of Villa Park Employees Union, Village Local 964, wishes to establish satisfactory employment relations through a mutual process, to promote quality and continuance of public service, to achieve full recognition for the value of the employees and the essential services provided, to specify wages, hours, benefits and working conditions as well as provide for prompt and equitable resolution of disputes without any interruption of or other interference with the operation of the Village.

AGREEMENT

This AGREEMENT has been made and entered into by and between the VILLAGE OF VILLA PARK (hereinafter referred to as the "Village") and COUNCIL 31, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union") on behalf of AFSCME Local 964.

The Union has been duly certified by the Illinois State Labor Relations Board for the purposes of collective bargaining for the Unit of employees. The use of the male gender shall refer equally to males or females when used in the agreement.

ARTICLE I RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining agent in all matters of wages, hours and conditions of employment for all full-time and regular part-time employees employed by the Village of Villa Park who are employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act, but excluding all confidential, short-term and managerial employees and supervisors as defined by the Act and excluding Firefighters, Police Officers, Civil Engineers and Engineer's Assistants.

ARTICLE II
NON-DISCRIMINATION

Section 2.1. Neither the Village nor the Union shall discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, handicap or other non-merit factors. Neither the Village nor the Union shall interfere with the right of employees covered by this contract to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful union membership or non-membership activity or status.

Section 2.2. Americans with Disabilities Act. The Village may take reasonable steps necessary to comply with the Americans with Disabilities Act (ADA). If the Village believes it inappropriate to act in a manner inconsistent with the Agreement in order to comply with the ADA, the Village shall notify the Union, in writing, of the circumstances and proposed action prior to implementation and meet with the Union, if so requested.

ARTICLE III
UNION SECURITY

Section 3.1. Dues Checkoff. While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the uniform, regular monthly union dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization.

A Union member desiring to revoke the dues checkoff may do so by written notice to the Union at any time. The actual dues amount deducted, as determined by the Union, shall be uniform in dollar amount for each employee. There will be one uniform amount for full-time employees, and two amounts for part-time employees in order to ease the Employer's burden of administering this provision.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regularly monthly fees twice each year during the life of this agreement. The Union will give the Village thirty (30) days' notice of any

such change in the amount of uniform dues to be deducted.

Section 3.3. Union Indemnification. The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE IV UNION AND EMPLOYEE RIGHTS

Section 4.1. Employee Time Off. Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during work hours to attend grievance hearings, labor/management meetings, committee meetings and activities if such committees have been established by this Contract, or meetings called to by the Village if such employees are required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, if such attendance does not substantially interfere with the Village's operations.

Section 4.2. Union Access. One (1) AFSCME representative shall normally have access to the premises of the Village in order to help resolve a serious dispute or problem arising under this Agreement. In the event a resource person(s) from AFSCME is (are) needed to discuss a specialized concern, such representative(s) shall also receive access with the designated representative subject to the other requirements of this section. In order to receive access, the representative(s) must provide notice to the department or his designee. The representative(s) may visit with employees during their non-working hours if such visit does not disturb the work of employees who may otherwise be working.

The Village may agree to allow or deny, at its sole discretion, the right in emergency situations of Union staff representatives or local Union representatives to call a meeting during work hours to prevent, resolve or clarify a problem.

Section 4.3. Distribution Of Union Literature. An employee shall be permitted to distribute Union literature during his non-working hours. The

Union shall be allowed to use the Village's inter-department mail system to distribute Union literature.

Section 4.4. Use Of Village Facilities. The Union will be permitted to use Village facilities for Union meetings, when available, under reasonable conditions as normally imposed by the Village.

Section 4.5. Bulletin Boards. The Village agrees to provide a bulletin board in each of the following buildings for use by the Union: Police Department, Village Hall, Park Maintenance Garage, Village Maintenance Garage, Iowa Center, and Public Works. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan, obscene or defamatory. A copy of all notices shall be given to the Village Manager prior to their posting on the bulletin board.

Section 4.6. Time Off. Local Union representatives shall be allowed reasonable time off without pay for legitimate Union business such as Union meetings, Union Committee meetings, State or International conventions – provided such representative shall give reasonable notice to his supervisor of such absence and shall be allowed such time off if it does not substantially interfere with the operating needs of the Village. The employee may utilize any accumulated time (holiday, personal, vacation pay) in lieu of taking time off without pay. Such time off shall not be detrimental in any way to the employee's record.

Section 4.7. New Employee Orientation. When a new bargaining unit employee is hired by the Village, a Union representative will be allowed to meet at the end of the Village orientation program with the new employee for **up to one (1) hour** without loss of pay for either employee for Union orientation. Both employees will notify their supervisors prior to attending the orientation.

ARTICLE V MANAGEMENT RIGHTS

Section 5.1. It is understood and agreed that the Village possesses the sole and exclusive right and authority to manage and direct the employees of the Village and its various departments and divisions in all aspects including, but not limited to, all rights and authority exercised by the Village prior to the

execution of this Agreement and all other rights and authority, including those listed below, except as may be specifically modified by another provision of this Agreement:

The right to determine its mission, policies and to set forth all standards of service offered to the public;

To plan, direct, control and determine the operations or services to be conducted by employees of the Village, as well as their location and time and method of delivery;

To determine and revise the method, means, number and type of personnel needed to carry out the mission of the Village and of its various departments and divisions;

To manage and direct the working forces;

To hire employees and to assign or transfer employees within and between departments or divisions for legitimate operating purposes;

To promote employees to positions within the bargaining unit;

To suspend, discipline or discharge employees except as otherwise limited by this Agreement;

To lay off employees;

To make, publish, enforce and alter rules and regulations for the conduct of employees, such rules and regulations shall not be unreasonable;

To introduce new or revised work methods, work practices, equipment or facilities and to eliminate or consolidate work methods, work practices, equipment or facilities;

To determine the qualifications required for each job and to determine the competence and qualifications of each employee;

To use temporary and seasonal employees as the Village in its sole discretion deems appropriate;

To create new positions, departments or divisions or to eliminate, consolidate or modify existing positions, departments or divisions;

To establish and alter the number of shifts, hours of work and work schedules;

To subcontract or contract out for goods and services;

To schedule and assign work, including overtime work;

To establish work and productivity standards which shall not be unreasonable;

To make temporary and/or permanent promotions to supervisory positions; and

To determine the purpose and mission of the Village and the amount of budget to be adopted, therefore.

Section 5.2. The parties agree that the Village's exercise of any of the rights listed above shall not conflict with any of the express written provisions

of this Agreement. In the event of such a direct conflict, the express written provisions of this Agreement shall control.

Section 5.3. The parties agree that there is nothing in this Agreement which would limit the Village's right to respond to a civil emergency in any reasonable manner, and this Agreement shall be so interpreted.

ARTICLE VI SUBCONTRACTING

The Village reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency. It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. Except where an emergency situation exists, before the Village changes its policy involving the subcontracting of work, where such policy change will result in the layoff of bargaining unit employees, the Village will notify the Union and offer the Union an opportunity to discuss the matter.

ARTICLE VII GRIEVANCE PROCEDURE

Section 7.1. Definition of Grievance.

A grievance is defined as any difference, complaint or dispute between the Village and the Union or any employee regarding the application, meaning or interpretation of this Agreement. The Union may file a grievance at Step 3 concerning any matter covered in a work rule, and such grievance shall be processed in accordance with this Article. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Union may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 7.2. Grievance Steps.

Step 1. Immediate Supervisor

The employee and/or Union shall orally raise the grievance with the employee's supervisor who is outside of the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) working days from the date the grievant became aware or should reasonably have become aware of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within five (5) working days after the grievance is presented. If the oral grievance is not resolved at Step 1, the immediate supervisor and grievant and Union representative shall sign the written statement of grievance prepare for submission at Step 2 acknowledging discussion of the grievance.

Step 2. Department Head

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Department Head or designee within five (5) working days after the supervisor's response is due. Within five (5) working days after the grievance is presented at Step 2, the Department Head or designee shall discuss the grievance with the Union. The Department Head or designee shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union and affected employee.

Step 3. Village Manager

If the grievance is still unresolved, it shall be presented by the Union to the Village Manager or designee in writing within five (5) working days after the Step 2 response is received or is due, whichever is earliest. Within five (5) working days after receipt of the written grievance, the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Village Manager shall give his written response within five (5) working days following the meeting. If no meeting is held, the Village Manager shall respond in writing to the grievance within five (5) working days of receipt of the grievance.

Step 4. Arbitration

If the answer at Step 3 is unsatisfactory, the grievance may be submitted by the Union to binding arbitration within ten (10) working days after the Village Manager's answer is received or is due. The parties shall attempt to agree

upon an arbitrator or the Federal Mediation and Conciliation Service within ten (10) calendar days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the ten (10) calendar day period, the parties shall request the American Arbitration Association to submit a list of five (5) arbitrators.

The parties shall alternately strike the names of two arbitrators. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Union, requesting that he set a time and place for the hearing, subject to the availability of the Village and Union representatives and shall be notified of the issue where mutually agreed by the parties. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Village or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Village. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The parties may agree to submit more than one (1) grievance to a selected arbitrator. The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the other party and to the arbitrator.

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of

briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 7.3. Time Limits. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as null and void. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Section 7.4. Time Off. Union stewards shall, if the Employer believes it necessary, be permitted a reasonable amount of time without loss of pay during working hours to investigate and process grievances provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. When on working time, stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities. Grievants, Union stewards and witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation.

Section 7.5. Advance Grievance Step Filing. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step. The appropriate union representative and the appropriate Village representative shall mutually agree upon such advance step filing.

Section 7.6. Pertinent Witnesses And Information. The Union or the Village may request the production of specific documents, books, papers or witnesses reasonably available from the other side and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, but reasonable copying cost may be charged.

ARTICLE VIII
NO STRIKE OR SLOWDOWN

Section 8.1. No Strike Or Slowdown. During the term of this Agreement, neither the Union nor its agents nor any employee for any reason will authorize, institute, aid, condone or engage in any slowdown, work stoppage, or strike.

Section 8.2. Union Official Responsibility. The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article. In the event any such prohibited activity occurs, the Village will notify the Union and the Union will immediately take good faith action to cause such activity to cease.

Section 8.3. Discipline. The Village may discipline, including discharge, any employee who violates Section 8.1 and Section 8.2.

ARTICLE IX
SENIORITY

Section 9.1. Definition. Seniority is defined as the employee's total length of service from the employee's last date of hire with the Village, except as otherwise provided in this Agreement. Part-time employees shall have their seniority accounted for on a pro-rata basis. In the event that employees have the same seniority date, then for the purposes of breaking a tie in seniority, a lottery will be held to determine the person with the most seniority, with the lowest number from the lottery having the higher seniority. For promotions and layoffs seniority shall prevail, except as provided by this Agreement. Non-merit factors unrelated to work performance shall not be considered.

Section 9.2. Loss of Seniority. An employee will lose all seniority and continuous employment with the Village if such employment is interrupted for any of the following reasons:

- (a) Employee quits or retires;
- (b) Employee is discharged for cause;
- (c) Employee absent for five (5) consecutive working days without notifying the Village;
- (d) Employee fails to return to work at the end of an approved leave of

absence;

(e) Employee fails to return from layoff within seven (7) calendar days from the date of recall;

(f) Employee is absent from work because of a layoff for a period of time in excess of eighteen (18) months.

ARTICLE X PROBATIONARY PERIOD

Section 10.1. Length. All new employees shall be considered as probationary employees **for twelve (12) months of actual work for full-time employees and part-time employees.** During this initial probationary period, an employee shall be disciplined or discharged, as exclusively determined by the Village and such Village action shall, not be subject to Article 7 (Grievance Procedure). The Village will notify the Union prior to discharge.

Any unresolved grievance filed on behalf of a new employee who has not completed his initial probation shall be withdrawn without prejudice or precedent if said employee is terminated by the Village.

Section 10.2. Transfer Or Promotion. In the event an employee is transferred to a different position paying the same wage rate or promoted to a position paying a higher wage rate, such employee shall be considered a probationary employee for **six (6) months of actual work for full-time employees and part-time employees.** During this probationary period, the Village may return the employee to the employee's previous position for reasons of unsatisfactory performance of the duties of the new position, provided, however, that the Village has previously counseled the employee, given him written notice of his deficiencies and an opportunity to correct such deficiencies. An employee who transfers or promotes to a new position may voluntarily elect to return to his previous position during the probationary period at the employee's former rate of pay in that position.

Section 10.3. Hours Of Work Defined. For purposes of this section, "actual hours of work" does not include time paid for but not worked.

ARTICLE XI
LAYOFF/RECALL

Section 11.1. Definition And Notice. A layoff is defined as a reduction in bargaining unit jobs where one or more employees is adversely affected.

The Village shall give the Union at least thirty (30) days' notice of any layoff. The Village shall provide the Union with the number of employees to be affected and their location(s). The Village and the Union shall meet and confer over possible ways to avoid a layoff prior to the Village exercising its management right to institute layoffs. The Village and the Union shall consider other alternatives to layoffs including, but not limited to, elimination of outside contractors and job sharing by employees.

Section 11.2. Layoff. After its discussion with the Union, the Village shall determine in which classification(s) within the department and bargaining unit the layoff should occur and the number of employees to be laid off. If it is determined by the Village that layoffs are necessary, employees subject to layoff shall be given fifteen (15) days' notice by the Village prior to the effective date. Employees will be laid off in the following order:

Temporary and seasonal employees in an affected job classification;

Part-time employees by appropriate position classification and department in accordance with their seniority within the classification;

Bargaining unit employees by appropriate position classification and department in accordance with their seniority within the classification.

An employee subject to layoff may bump an employee with the least seniority in the same or lower position classification provided the bumping employee is capable of performing the work and has given written notice of his intention to bump within three (3) working days of receiving the layoff notice.

Section 11.3. Recall. Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. Employees on said recall list have the obligation to keep the Village advised in writing of their current address. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are

recalled without significant training. Significant for this section is defined as one (1) week. Within seven (7) calendar days after the notice of recall by registered letter, the employee must advise the Village in writing that he accepts re-employment and will be able to commence employment on the date specified in the notice. The Village may require, at its discretion, that an employee undergo and pass a medical examination at the Village's expense prior to being accepted for re-employment. An employee who declines recall, or who, in the absence of extenuating circumstances approved by the Village Manager, fails to respond as directed within the time allowed, shall be presumed to have resigned and shall forfeit any and all re-employment rights.

Section 11.4. Welfare to Work. No AFSCME represented position shall be eliminated, hours reduced, or otherwise reduced in pay, as a result of any welfare to work initiatives. Duties normally performed by AFSCME represented employees shall not be assigned to welfare recipients or welfare to work participants, nor shall AFSCME represented employees in any way be displaced or replaced by such individuals.

The Union will be notified at least ninety (90) days in advance whenever the Employer intends to use welfare recipients or welfare to work participants. Such notice shall include the number of individuals involved, their work locations and hours of work, and a summary of the type of tasks to be performed. Upon request by the Union, the parties shall meet promptly to discuss or negotiate, as appropriate, issues which arise as a result of welfare initiatives. Nothing contained in this section shall serve to diminish any rights of the Village already contained in Article VI – Subcontracting or Article XI – Layoff and Recall.

ARTICLE XII JOB CLASSIFICATIONS

The Village reserves the right to draft and issue Job Classifications (job descriptions) for all bargaining unit employees, a copy of which shall be provided to each employee. When an issue arises as to whether an employee is working beyond the scope of his position classification, the employee may institute a grievance at Step 1 of the Grievance Procedure.

When a new bargaining unit Job Classification is established, or existing classifications are merged, the Village shall meet with the Union and negotiate over the proposed pay rate. If no agreement is reached within thirty (30) days,

the Union may appeal the issue to Step 4 (Arbitration) of the Grievance Procedure for a determination of the appropriate pay rate for the new classification. The Village retains the right to temporarily fill the position. Pending final determination of the arbitrator, the Village's pay rate shall be in full force and effect.

Where allowable by state and federal law, incumbents in the bargaining unit whose existing Job Classifications are at least seventy-five (75%) encompassed within the new Job Classification and who possess the necessary skill and ability to perform the new job classification shall be re-classified accordingly. Thereafter, permanent vacancies in the new classification shall be posted.

ARTICLE XIII FILLING OF VACANCIES

All permanent bargaining unit vacancies shall be posted on the bulletin boards in each worksite for a period of ten (10) working days prior to the Village taking any action to permanently fill such vacancies. During this period, employees who wish to apply for this open position or job may do so.

Permanent vacancies shall be filled in accordance with Article 9 (Seniority) in the following order of priority:

Recall or transfer from layoff;

Bargaining unit applicants;

When the Village Manager determines that there are no qualified employees available from within the bargaining unit, he may consider outside applicants.

The order as specified in Section (1) and (2) above shall apply unless another less senior employee can be shown to have demonstrably superior qualifications. Any subsequent vacancy resulting from selection of an employee to fill a vacancy shall be posted and filled in accordance with this Article.

The Village is committed to the concept of advancement within the service through promotional opportunities which shall be open to all employees who meet the necessary requirements.

Where a permanent vacancy exists, the position may be filled by temporary

assignment up to thirty (30) days. Thereafter, the position must be posted. Thereafter, the position must be filled in accordance with the applicable provisions of this Agreement. If an employee is temporarily assigned to a position with lower pay than their regular pay, they shall still receive their regular rate of pay. If the employee is temporarily assigned to a position outside his classification and having a higher rate of pay, the Village and the Union shall negotiate a temporary increase in pay. The Union shall be notified of all temporary assignments by the Village prior to this taking effect.

ARTICLE XIV
HOURS OF WORK AND OVERTIME

Section 14.1. Normal Work Hours. Current regular work hours for bargaining unit employees shall remain in effect except as stated below. Except upon mutual agreement, any changes in regular work hours for bargaining unit employees shall only be made when needed for legitimate operating purposes. With the exception of part-time employees, bargaining unit employees are scheduled to work eight (8) hours, five (5) days weekly. The workweek shall be Monday through Friday with the exception of Police Department employees and certain custodial staff who are normally scheduled to work weekends. This section is not a guarantee of hours of work per day or per week.

Employees shall receive two (2) fifteen (15) minute paid rest periods during each eight (8) hour work shift.

There shall be a ten (10) minute personal clean-up period immediately prior to the end of each regular workday except under emergency conditions or when overtime is required immediately after the conclusion of the regular workday. A ten (10) minute personal clean-up period shall also be granted prior to each lunch period during normal working hours. Only the following job classifications shall be eligible for these clean-up periods, unless mutually agreed otherwise: Foreman, Building Maintenance Workers, Ground Workers, Public Works Laborers, Public Works Maintenance, Public Works Specialist, and Mechanics.

Employees shall receive one-half (1/2) hour unpaid lunch period during each eight (8) hour shift. Police employees who currently receive a paid lunch shall

continue to receive such.

If an employee is required to work four (4) or more hours of consecutive overtime, he shall be entitled to a fifteen (15) minute paid break period as scheduled by the immediate supervisor, provided, however, that the four (4) consecutive hour period does not occur during meal hours of 6:00 p.m., 12:00 midnight or 6:00 a.m., or 12:00 noon on weekends and holidays, in which case the employee shall be granted a thirty (30) minute paid meal period in lieu of the fifteen (15) minute break.

Section 14.2. Overtime. Hours worked physically, or remote work consisting of more than a brief phone conversation, outside of or/in addition to the normal scheduled workday, or workweek, shall be overtime hours. The rate of pay shall be one and one-half (1-1/2) times the employee's regular rate of pay for each overtime hour worked. Time and one-half (1-1/2) shall be paid for all work performed on Saturday or Sunday (unless it is the employee's regularly scheduled workday) and double time shall be paid on the actual holidays worked except the two (2) floating holidays listed in Article 19.1, instead of the days of Holiday Observance (see Section 19.3). Non-Emergency overtime hours shall be approved by a department supervisor when practical.

All bargaining unit employees shall continue to qualify for compensatory time off in lieu of overtime payments under reasonable conditions established by the Employer. Employees shall not be treated arbitrarily in the granting or denial of compensatory time off.

An employee who chooses compensatory time off in lieu of overtime payment must indicate the preference at the end of the shift in which overtime was worked or no later than the start of the employee's next shift.

If compensatory time is granted, it may be taken at such times as are approved by the department head. Notification to department head to use compensatory time will be pursuant to the holiday/personal leave provisions in Art. XX, Section 20.1 of the Agreement (i.e. 48-hours notice). Compensatory time will be taken in the in minimum amounts per Department Divisions:

Public Works Utilities – 4 hrs.

Public Works Streets and Forestry – 4 hrs.

Parks Building and Grounds – 4 hrs.

Fleet – 2 hrs.
Community Development & Public Works Office – 2 hrs.
Finance and Village Hall – 2 hrs.
Police CSO – 2 hrs.

Employees will not be eligible for call-out relief. An employee's use of compensatory time will not count against any maximum number of employees allowed off on a particular day. Employees shall be able to carry over up to forty (40) hours of compensatory time each calendar year with a maximum balance up to 80 hrs at any time. Employees shall not be able to utilize more than forty (40) hours of comp time consecutively per time off request. Any compensatory time in excess of forty (40) hours as of the date for the end of the year shall be converted to cash payment.

In order to be eligible to receive overtime compensation, an employee must receive forty (40) hours of pay during his normal work week.

Police Department employees shall continue to receive five (5) minutes per day compensation time for briefing.

An employee called back to work outside his regularly scheduled workday shall be paid a minimum of two (2) hours' call-out pay at a rate of one and one-half (1-1/2) times the employee's straight time hourly rate. There shall be no pyramiding of overtime work or pay.

Section 14.3. Overtime Distribution. The Village will attempt to offer equally on an annual basis overtime work to employees in the same job classification within each division or department who are able to do the work without extra training. Where the Employer has notice of overtime needs which can be scheduled well in advance, the Employer shall, among employees in the same job classification and division or department, seek volunteers for the overtime. If two or more employees volunteer for the overtime and can perform the work, the overtime shall be assigned to the available employee having the lowest amount of accumulated overtime. If no one volunteers, the Village will attempt to assign overtime to the employee having the lowest accumulated overtime. For purposes of overtime accumulation, overtime offered but not worked by the employee shall be credited to the employee's overtime account. Good faith, but improper

assignment of overtime shall be remedied by granting new overtime, not paying for overtime not actually worked. Employees shall cooperate with the Employer in the assignment of emergency overtime work.

Section 14.4. Electronic Devices. The Village, at its sole discretion, may issue electronic communications devices, such as cell phones, laptops, tablets, etc., at Village expense to any member of the bargaining unit. Employees who are contacted to perform unscheduled overtime through the use of an electronic device must call in to their department's representative within twenty (20) minutes of being contacted. Such persons shall cooperate and report for emergency overtime work if requested. The Public Works Department will continue its practice to post call-out crew and crew call schedule. This will be done on a year-round basis. The employee on posted crew scheduled will be the first contact if qualified. Cooperation can be waived if the employee has compelling evidence why he cannot comply with requested overtime. The employee can indicate and provide evidence of their inability to cooperate in advance. All employees issued electronic communication devices, such as cell phone, laptop, tablet, etc., shall be responsible for the safekeeping of their electronic device and shall have such device in working order with them when they are not scheduled to work. The Village shall only be responsible for the repair and maintenance of its electronic devices resulting from normal use and wear.

Any employee that is required to stand-by shall be verbally directed by the Village Manager or designee to be on stand-by status, which directive shall be transcribed to a written directive served on the employee either via e-mail or physical memorandum with the Village Manager, the local union president, and the AFSCME Council 31 Staff Representative copied on such written directive. The verbal and written directive shall state the employee(s) name, start time and date and end time and date of the stand-by status. An employee required to be on stand-by status shall have the option to be issued a Village cell phone, if available, or provide the Village with a phone number to be contacted in order to activate the employee's response. Employees who are contacted to perform work while on stand-by status shall call in to their department's representative within ten (10) minutes of being contacted, and shall arrive at the designated department or to the worksite within one (1) hour of being called by the Village. Failure to respond to the Village's call or report to the worksite within the time set forth shall subject the employee to discipline pursuant to Article XV, Discipline, of the Agreement. An employee that is required to be on stand-by status, during off duty hours, for possible recall for overtime work shall be paid at the

appropriate overtime pay rate for such time.

Section 14.5 Emergency Call Out Rotation. Compensation for employees participating in emergency call-out rotation schedule(s) includes the use of a Village-issued cell phone for the call-out period. The Village will supply a vehicle for business use during the call-out period (**except for Parks employees**) and the employee will be compensated additional straight time hours for working the call-out period, as provided by their position below. A call-out period shall consist of seven consecutive days, generally beginning on Mondays at 7:00 a.m. and ending on the following Monday at 6:59 a.m. A calendar with the rotation schedule assignments will be posted by the department(s) each quarter. Positions this section pertains to will be the following:

Public Works: (14 hours of straight time)

Street Foreman
Utilities Foreman

Fleet: (10 hours of straight time)

Fleet Foreman
Fleet Specialty Lead

Parks: (10 hours of Straight time and no car allowance)

Building Maintenance Lead

Other qualified departmental employees may be considered on an as needed basis per the manager's discretion.

ARTICLE XV DISCIPLINE

Section 15.1. Progressive Discipline. The Village agrees with the tenets of progressive and corrective discipline where appropriate. Discipline shall include only:

- (a) oral reprimand;
- (b) written reprimand;
- (c) suspension; and
- (d) discharge.

Disciplinary action may be imposed upon an employee only for just cause, except that a probationary employee may not grieve discipline beyond Step 3 of the grievance procedure. Discipline shall be imposed in a timely fashion. Once the measure of discipline is determined and imposed, said discipline may be increased only if new facts and circumstances warrant.

If the Village has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. An employee shall not be demoted as a result of disciplinary action.

Section 15.2. Oral Reprimands. The Village must inform the employee that he is receiving an oral reprimand. The employee shall be advised of the reasons for such discipline.

Section 15.3. Investigatory Meeting and Notice of Discipline. For discipline other than oral reprimands, prior to interviewing an employee suspected of improper conduct, the Village shall notify the employee and the Union that it is investigating circumstances which may result in disciplinary action being taken against the employee.

Before the discipline is finally imposed, the Village shall notify the employee and the Union, and meet with the employee, and the Union if requested by the employee, and inform him of the reason for such contemplated discipline. The names of significant witnesses and copies of pertinent documents shall be provided upon request. The employee and/or the Union shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extension of time for rebuttal purposes will be allowed when warranted if mutually agreed by all parties.

Section 15.4. Statement Of Discipline. In the event disciplinary action is taken against an employee, other than oral warning, the Village shall, upon request, provide the employee and the Union in writing with a clear and concise statement of the reasons for said discipline.

Section 15.5. Removal Of Discipline. Any oral warning, written warning or discipline imposed shall be removed from an employee's record if, from the date of the last oral warning or discipline, twelve (12) months pass; from last written warning or discipline, eighteen (18) months pass; from last suspension, twenty-four (24) months pass, without the employee

receiving an additional warning or discipline for such offense.

Section 15.6. Polygraph Exams. No employee shall be required to take a polygraph examination.

Section 15.7. Background Checks. The Village shall not conduct credit checks on bargaining unit employees. The Village may continue its past practice of running a police record check on employees where required for a valid job-related reason. Employees cannot be disqualified for offenses that do not impact on their ability to perform the job.

ARTICLE XVI WORKING CONDITIONS, SAFETY AND HEALTH

Section 16.1. Labor/Management Committee. The Village shall take reasonable efforts to provide a safe and healthy working environment for all bargaining unit employees. The parties agree that a joint Labor/Management Committee shall meet once a month unless mutually agreed otherwise, for the purpose of discussing any work-related problems of mutual concern for the advancement of better relations and efficient operations and to identify and to correct unsafe or unhealthy working conditions.

The Union shall be represented by at least one (1) bargaining unit employee from each department and three (3) from public works. The Village shall be represented by an equal number of representatives. The Union and the Village shall exchange agenda items at least seven (7) calendar days in advance of the meeting. Discussion shall be limited to matters set forth on the agenda and other matters mutually agreed to by the parties, but it is understood that these meetings shall not be used to renegotiate this Agreement or for the purpose of resolving grievances. Where the parties agree that an unsafe or unhealthy working condition exists, following such meetings, the Village shall correct it within a reasonable period of time.

Members of the Union authorized to represent the Union at Labor/Management meetings will be paid by the Village for time spent in Labor/Management meetings but only at the straight-time hourly rate for the hours they would otherwise have worked on their regular work schedule. No employee shall be discharged or otherwise disciplined for refusal to perform work where imminent risk of serious injury or death exists.

Section 16.2. Personal Effects. The Village shall continue to provide all bargaining unit employees with an adequate area in which to store their coats, purses and other personal property.

The Village shall provide each employee required to use special equipment or work clothing with one locker apiece in which to store that equipment and clothing. The Village shall provide rain gear for all employees who work outdoors. The Village shall continue to provide adequate lounge and eating areas, separated from the employee's work area.

Section 16.3. Loss Of Personal Property. Upon property documentation submitted to the employees' supervisor, employees within the same classification who through no fault of their own, suffer loss of personal property in the line of duty, shall be reimbursed the cost of any personal property destroyed or damaged in the performance of the employee's duties, but shall not be reimbursed for loss by fire or theft.

Section 16.4. Equipment. The Village shall take reasonable efforts to supply employees with proper equipment in good working condition. The Village shall take reasonable efforts to provide prompt repair and service to equipment used by employees in their work duties.

Section 16.5. Bargaining Unit Work. The Village shall assign bargaining unit work to bargaining unit employees only, except in situations for which there are not qualified bargaining unit personnel reasonably available or where the failure to do so is not significant.

Section 16.6. Village Vehicles. The current practice of employees being allowed to take Village vehicles home on scheduled overtime shall continue for Well and Sewer reading weekend work only. Should there be a significant change in circumstances, the Village shall meet and confer with the Union.

16.7 Video Security and Vehicle Cameras

The Department may, at its discretion, install security cameras around village buildings and vehicles for the safety of employees and the security of Village property. Any cameras shall be placed in public areas only, also upon the exterior perimeter and only forward-facing vehicle cameras. Cameras shall

provide video security only and will not record or broadcast audio.

For discipline purposes, the Employer may only rely on video recorded within (120) one hundred twenty days prior to the date the allegations were made known to the Employer, unless the allegation is criminal in nature. Past video will only be evaluated for possible action in the event of loss or damage to Village property, a reported injury to an employee, an alleged suspected criminal act, or to confirm an alleged violation of policy, misconduct, or reported physical confrontation that previously occurred. Video shall only be used to initiate discipline when a past video is viewed for one of the above-stated reasons, or when Employer observes an infraction while viewing past video for one of the above-stated reasons. Administration and supervisors shall not monitor cameras for the mere purpose of generating discipline. The Village shall notify the Union that videos will be reviewed prior to initiation of any discipline and Upon request, the Union shall be allowed to review any footage obtained by the Village.

Community Service Officers and clerical staff assigned to the police department shall follow all police department policies, regulations, and state statutes related to the use of body cameras, in-car cameras, and station cameras.

ARTICLE XVII RECORDS AND FORMS

Section 17.1. Attendance Records. An employee shall have the right to review his time pay records on file with the Village.

Section 17.2. Records. All public records, as defined by law, of the village shall be available for inspection upon written request by the Union.

Section 17.3. Forms. No employee shall be required to sign undated or incomplete forms.

ARTICLE XVIII VACATION

Section 18.1. Length of Vacation. Every full-time employee shall be eligible for paid vacation time after the completion of the required period of

continuous employment with the Village, as follows:

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Year</u>
60 Days	<u>5 days</u>
1 year	10 days
5 years	15 days
10 years	20 days
15 years	25 days

Section 18.2. Scheduling. Each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but at least one (1) week in advance of the requested vacation. Advance notice may be waived by the Department Head in cases of emergency. Request for vacation shall be granted if they approved by the Department Head.

A vacation sign-up sheet will be posted from October 15th to October 31st for the next calendar year. The Department Head shall advise the employee of the status of the vacation request submitted October by no later than November 15th. Employees will be granted their vacation requests based on seniority if conflicts occur. Vacation requests outside the month of October will be granted on a first-come, first-served basis

In the event a holiday(s) occurs during the period when an employee is on approved vacation leave, such holiday will be observed as a holiday and the employee shall have another day(s) off for vacation.

Section 18.3. Vacation Pay. The rate of the vacation pay shall be the employee's regular straight time hourly rate of pay and longevity as applicable in effect for the employee's regular job at the time the vacation is being taken. Upon separation from employment, vacation time, personal days, floating holidays earned but not taken will be paid at the employee's straight time hourly rate of pay in effect for the employee's regular job at the time of separation.

Section 18.4. Cancellation. Vacation time may be used in increments of one day or more. Once a scheduled vacation is approved, it will only be canceled if an emergency occurs and the Employer's operating needs require that employee's services. If such vacation is canceled, the employee shall immediately submit another request for the use of such vacation time in the current calendar year. If the department head cannot grant the employee's request(s) for vacation time during the current calendar year, then the employee shall be allowed to schedule such vacation time during the next calendar year.

The Village shall allow vacation carryover of up to one (1) week for employees with five (5) years of seniority. Provided, however, the employee must request the carryover by December 1st. The vacation carried over must be used in the first four (4) months of the calendar year (by April 30th).

Section 18.5. Vacation and Call Out. For the purpose of the call out procedure, an employee's vacation commences at the end of the normal workday preceding the vacation day and will continue until the employee returns for the next scheduled normal workday. During the time an employee is on vacation, the employee will not be subject to call out, including the weekend that precedes or follows a vacation, unless the employee indicates his or her availability for call out. An employee need not respond to pages or other communications while not subject to call out.

The maximum vacation requests honored per weekend for April 1st until November 30th will be three (3) and from December 1st until March 31st the number is reduced to two (2), and these numbers double when both weekends (at the beginning and the end of the workweek) are taken into consideration, **with a maximum of half the employees off can be from one division consisting of—Streets and Forestry, Utility, Parks – Building and Grounds.(i.e. 3 from April 1st till November 30th and 2 after)).** This maximum does not include the mechanics in the overall number of employees granted time off, but only one (1) mechanic may be granted vacation on a particular day, unless management uses its discretion to allow more than one to be granted time off. An employee must use at least one (1) day of vacation, personal or floating holiday time in order for this section to apply.

ARTICLE XIX
HOLIDAYS

Section 19.1. Holidays. The following are paid holidays for eligible full-time employees:

2 floating holidays	Thanksgiving
New Year's Day	Day After Thanksgiving
Presidents Day	Christmas Eve
Memorial Day	
Independence Day	Christmas Day
Labor Day	

Floating holidays may be taken in half-day increments. Requests for leave shall be made as far in advance as possible but at least forty-eight (48) hours in advance of the requested floating holiday.

Section 19.2. Holiday Pay. In order to be eligible for holiday pay, employees must work the last regular scheduled workday immediately preceding and the first regularly scheduled workday immediately following the holiday unless they are excused in writing by the department head. Excuses shall be granted if the absence is caused by any authorized day off, with or without pay. If an employee is off on sick leave, the Village may require substantiating evidence, including a doctor's certificate, if a pattern of sick leave abuse exists. Employees who are not excused as provided above shall be considered ineligible for holiday pay.

Section 19.3. Holiday Observance. Any of the holidays listed in 19.1 which fall on Saturday will be observed on the preceding Friday and those holidays which fall on Sunday will be observed on the following Monday. For employees whose regularly scheduled workweek includes Saturday or Sunday, holidays will be observed on the day listed in this section and if such date falls on the employee's regular day off the employee will be given another day off at a time mutually agreed between the employee and the department head.

ARTICLE XX
LEAVES

Section 20.1. Personal Leave. Upon employment and each fiscal year thereafter, all bargaining unit employees shall receive, pro rata, two (2) personal leave days. Such personal leave may not be used in increments of less than four (4) hours unless the employee's normal work day is less. Requests for leave shall be made as far in advance as possible but at least forty-eight (48) hours in advance of the requested personal day(s).

Operations permitting, as determined by the Department Head, advance notice shall be waived by the Department Head in the event of unforeseen circumstance.

Operations permitting, as determined by the Department Head, personal leave shall be granted.

Personal leave shall not accumulate from fiscal year to fiscal year. Payment for a personal day shall be the same as a regular workday.

Section 20.2. Leave Of Absence. Bargaining unit employees may be granted a general leave of absence without pay or benefits for a specified period not to exceed six (6) months, upon approval of the Village Manager. When a request for leave of absence is made due to family responsibilities, such family responsibility leave may be granted for a period not to exceed six (6) months. During such leave(s) of absence without pay, the employee shall retain any accrued benefits at the level in existence prior to the start of the leave. Eligible employees shall be allowed to participate in the Village's insurance plans if the employee pays the full premium cost in advance to the Village; provided, however, the Village shall pay the Village's portion of the insurance premium for up to twelve (12) weeks of Family and Medical Leave in a twelve (12) month period pursuant to Village policy. Employees on such unpaid leave of absence shall accrue seniority as provided in Article 9 (Seniority). An employee requesting such unpaid leave must make a written request therefore at least thirty (30) days prior to the start of the leave, specifying the dates when said leave shall begin and end, except in unforeseen circumstances. Such leave approval shall specify the date of return to work. Upon expiration of the leave, the Village shall reinstate the employee in his

former position at the applicable rate of pay. Failure to return to work upon date specified shall forfeit the employee's rights to said position. All leaves of absence may be extended if agreed to by the employee and the Village Manager.

Section 20.3. Sick Leave. All full-time bargaining unit employees will accumulate sick leave at the rate of three (3) days at the end of each quarter in the calendar year. Sick leave may be used in the case of illness, disability, injury, medical appointments or illness, disability, injury or death of a member of the employee's immediate family or household as defined by spouse, child, parents, parents-in-law or other members of the employee's immediate household. The Village may require proof of residency for the household member. Employees taking sick leave shall call their supervisors at the work site fifteen (15) minutes prior to the start of the scheduled work day, except for extenuating circumstances. Police Department employees shall call their supervisor one (1) hour prior to the start of their shift. At the Employer's expense, an employee may be required to substantiate proof of illness where there is reason to suspect an employee is abusing sick leave. However, after four (4) consecutive days of absence due to illness or injury, the employee must bring in a doctor's certificate in order to receive sick leave pay and also to be able to return to work. Sick leave shall be taken in a minimum of four (4) hour increments unless if taken for the first two (2) hrs or last two (2) hrs of a normally scheduled shift. Remaining time shall be actual time used.

Sick leave will carry over from fiscal year to fiscal year, subject to limitations for employees hired on or after October 10, 2022, and may be paid out upon termination as follows:

For bargaining unit members employed prior to October 10, 2022: Upon termination from Village service, bargaining unit employees shall be paid, at the employee's regular hourly rate, for fifty percent (50%) of the employee's accrued and unused sick leave days. The remaining fifty percent (50%) of the employee's accrued and unused sick leave days shall be put towards IMRF service credit.

For bargaining unit members employed on or after October 10, 2022: Bargaining unit members may accumulate a maximum of 960 hours (120 days) of sick leave for use and partial payout upon termination, as set forth

below. Sick leave over this maximum amount may continue to be earned solely for the conversion to IMRF service credit upon the employee's retirement, subject to IMRF's conversion limitations and up to 240 days. Upon termination from Village service, bargaining unit members shall be paid, at a rate of half of the employee's regular hourly rate, for up to 960 hours of employee's accrued and unused sick leave.

Section 20.4. Funeral Leave. A full-time bargaining unit employee may be granted up to three (3) working days' leave with pay in the event of the death of an employee's immediate family member. For the purpose of this section, "immediate family member" shall mean a spouse, child, mother, father, sister or brother, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, or member of the employee's immediate family who lives in the employee's household.

Section 20.5. Family and Medical Leave Act of 1993. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

ARTICLE XXI MILITARY LEAVE

Full-time bargaining unit employees may receive a leave of absence with pay not to exceed ten (10) working days annually for participation in training in the National Guard or Reserve Armed Forces. Request for such leave must be accompanied by a copy of official orders requiring such training. Compensation for this period of military leave shall be limited to the difference between military pay received and normal Village pay. A copy of the military pay voucher shall be submitted to the Village Finance Department prior to authorization for payment to the employee for the period of the leave. Unpaid military leave shall be granted in accordance with applicable State and Federal laws and such additions or extensions thereof without pay as may be necessary for the employee to fulfill the military reserve obligation.

ARTICLE XXII JURY LEAVE

The regular pay of any full-time bargaining unit employee absent from work

by reason of having been summoned to serve on jury duty or subpoenaed by a legislative, judicial or administrative tribunal, shall be continued without interruption provided the employee so summoned or subpoenaed assigns to the Village all per diem reimbursement payments received by the employee for such jury duty. Such bargaining unit employee need not assign to the Village any reimbursement allowance paid for mileage or other expenses incurred for such jury duty. Requests for such leave shall be made to the department head as soon as possible after the employee is notified of jury duty. The employee is to report to work as soon as possible on any day after being released from jury duty.

ARTICLE XXIII
WAGES

23.1 Bargaining Unit members shall be subject to the following pay scale and wage increases:

- I. January 1st, 2026 6% increase as specifically set forth in Appendix A.
- II. January 1st, 2027 5% increase or as specifically set forth in Appendix A.
- III. January 1st, 2028 5% increase or as specifically set forth in Appendix A.

Section 23.2. Pay Plan Principles. The pay plan for each year will be governed by the following pay plan principles:

Initial Placement. Initial placement on the pay schedule in range and step for employees employed on the effective date of this Agreement shall be as stated in Appendix D.

New Hires. New employees will be brought in at the entry level unless their skills, abilities and/or prior experience merits a higher placement. The Union shall be notified if an employee is hired at a rate above the entry level and shall be provided the reason(s) for such a higher rate.

Public Works Laborer, Building Maintenance I, Mechanic Apprentice Promotions. An employee in the classification of Public Works Laborer, Building Maintenance I, or Mechanic Apprentice for a service period of no less than four (4) years shall be eligible for promotion to the classification of Public Works Maintenance, Building Maintenance II, Mechanic Journeyman if the Director determines such employee has satisfied the training program to be completed. Such training program shall be memorialized in writing and provided to the Union Executive Board, and may be modified by the Director upon prior notice to the Union Executive Board. The Executive Board may request to meet and discuss the initial training program and any changes thereafter before it is implemented.

An employee in the following classification prior to January 1, 2025, who thereafter reaches the highest step of the classification and has completed ten (10) years of full-time service with the Village in such classification will be promoted to the classification as shown:

Receptionist-Clerk: move to Secretary Clerk
Maintenance I: move to Maintenance II

Promotion. Upon promotion from one range to another, the employee will be placed in the next closest step which will provide the employee a salary increase.

Superior Performance Increases. Employees at the top step of the range will be eligible for Superior Performance Increases, as set forth in Section 23.4 below, and any further across-the-board increases which might be negotiated between the parties.

Step Increases. Employees will move from one step to another along the pay range on the employee's anniversary date of hire or promotion, so long as the employee has received a satisfactory evaluation. For such increase, the following evaluation system will be used:

Unsatisfactory	0 points
Poor	1 point
Satisfactory	2 points
Competent	3 points
Commendable	4 points

The employee must receive twenty (20) or more points in the ten (10) categories evaluated in order to move from one step to another on the pay plan and thereby receive a step pay increase.

Section 23.4. Superior Performance Increases. The Village may, subject to its sole decision concerning the availability of funds, make superior performance increases to employees, in Step H of their appropriate pay range. The parties agree that the following are the principal objectives of the superior performance policy:

- To provide standard procedures for establishing superior performance.
- To provide incentive for Village employees to complete their job tasks meritoriously.
- To provide recognition of and reward for varying degrees of superior performance by individual employees by granting superior performance increases.

If funding is available for superior performance increases, the Village will complete a performance evaluation of all employees in Step H of their pay range. Those employees whose performance is deemed meritorious will

receive superior performance increases. To be deemed meritorious and, therefore, eligible for a superior performance increase, the following guidelines will be strictly adhered to:

EVALUATION POINTS

30-33 points	\$0.25/hour
34-37 points	\$0.50/hour
38-40 points	\$0.75/hour

Written evaluations will be discussed with employees before any superior performance increase is granted. All increases shall be effective at the start of the same pay period. The Village, shall in accordance with Article XXVII - Notice of Personnel Changes, provide the Union with a copy of the change notice for those employees who receive superior performance increases. Any funding for superior performance increases shall not be in addition to the amount authorized by the Village Board for negotiated salary increases. Any allegations that the Village has arbitrarily and capriciously denied a superior performance increase shall be subject to the grievance procedure, and the grievant shall have the burden of proving same by clear and convincing evidence. Denial of a superior performance increase is a grievable event, but only through Step III of the Grievance Procedure, Article VII, Section 7.2.

Section 23.5. Longevity. The Village's current policy concerning longevity pay shall continue for the life of this Agreement. The Longevity payments shall be made by the Village in on a pro-rata basis, on or about May 1st each year based on the following scale

- After the completion of six (6) years of service a longevity pay of \$1,000
- After the completion of ten (10) years of service a longevity pay of \$1,550.
- After the completion of fifteen (15) years of service a longevity pay of

\$1,754.

Section 23.6. Clothing Allowance. The Village's current clothing allowance for bargaining unit personnel shall continue for the life of this Agreement, except that the following amounts will be annually paid to the following bargaining unit personnel. If proof of purchase is not provided to the Village, the clothing allowance will be taxed as a fringe benefit.

Eligible Employees - \$450 clothing allowance

Community Services

Officers - \$1,000 clothing allowance

The Village will supply wearable Personal Protection Gear for eligible employees that will consist of the following:

- 5 – T-shirts (reflective for employees working in the ROW) yearly
- 2 – Sweatshirts yearly
- 1 – Winter Gloves and hat if desired by employee yearly
- 1 – Winter Coat every other year starting in 2027

Eligible Office Staff will receive

2 – polos or equivalent

2 – sweater, vest, light jacket or equivalent

Additionally, the Village will allow additional orders at the employees' expense through the Village vendor.

In the event an employee retires, the clothing allowance shall be pro-rated from January 1st for the contract year of retirement.

Section 23.7. Pay Day. Pay day shall be bi-weekly with a one week holdback.

ARTICLE XXIV
INSURANCE AND PENSIONS

Section 24.1. Coverage. The Village shall make every reasonable effort to maintain group health and hospitalization insurance coverage and dental and vision benefits as currently exist prior to the signing of the agreement, so long as it is commercially available.

Section 24.2. Cost. Beginning May 1, 2022, employees will pay eighteen percent (18%) of the applicable monthly premium (single, employee plus one or family) for insurance coverage under the Village Preferred Provider Organization (PPO), indemnity plan or Health Maintenance Organization (HMO) plan.

The Village will continue a Section 125 Plan for pretax payments of premium contributions for Village health, dental and vision insurance and maintain such plan in effect or as long as such plan continues to be offered under substantially similar IRS regulations and conditions. The Village agrees that deferred employee contributions will be included as earnings reportable to IMRF for their use in calculating pension benefits.

Section 24.3. Life Insurance. The Village shall provide, at no cost to the employee, life insurance coverage consistent with Village policy.

Section 24.4. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carriers(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 24.5. National Health Insurance. Should some form of National Health Insurance be enacted which results in increased insurance costs to the

Village, the Village may elect to reopen Article XXIV only.

Section 24.6. Deferred Compensation Plan. The Village shall make payroll deductions, as authorized by the individual employee, for participation in deferred compensation plans offered by the Village.

Section 24.7. Insurance When On Layoff. An employee may maintain his current medical and life insurance coverage during a layoff by paying the full cost of the premiums.

Section 24.8. Indemnity And Liability Insurance. The Village shall continue to provide basic indemnity and liability insurance to help protect employees from legal action arising out of and in the course of the proper and lawful performance of their work duties. The Village may change insurance carriers or self-insure, so long as the level of coverage provided to employees remains basically the same.

Section 24.9. Pensions. In accordance with applicable state and federal laws, all eligible employees shall be covered by the Illinois Municipal Retirement Fund (I.M.R.F.) and the Village shall make the appropriate FICA (Social Security) and I.M.R.F. Employer pension contributions to this Fund.

Section 24.10. Prescription Drugs. Eligible employees will be provided with a prescription drug card that can be used at participating pharmacies to purchase prescription drugs as explained in the employees' Medical Insurance Contract that will be presented annually (Appendix E).

Section 24.11. Insurance Committee. There shall be a health insurance committee comprised of an equal number of management and employee representatives from each of the employee groups. The committee shall review proposed modifications to the health insurance plan benefits and make recommendations for change in order to reduce the increase in health insurance premiums. The committee may also make recommendations for changes in dental and vision benefits.

Section 24.12. Wellness Program. Employee wellness plans provide a good return for both employers and employees in the form of decreased absenteeism, increased employee productivity and reduced health care costs overall. In order for the Village to develop a culture of wellness, it shall be required for all employees to participate in the Village sponsored wellness

program.

ARTICLE XXV
EMPLOYEE DEVELOPMENT

Section 25.1. Informal Meetings. The Union and the Village shall encourage informal meetings between supervisors and bargaining unit personnel for the enhancement of the bargaining unit personnel's work performance.

Section 25.2. General Training. The Union and the Village recognize the need for the training and development of employees in order that services are efficiently and effectively provided and that employees are afforded the opportunity to develop their skills and potential. The Village shall provide employees with reasonable orientation and training to perform his job duties including periodic changes therein as well as in service training, or time off with pay to attend work-related seminars or training sessions if determined necessary by the Village. The Village shall continue to pay all fees for such training. Such participation shall follow current Village policy pertaining to tuition, reimbursement program and conferences, seminars, travel and use of personal vehicles.

Section 25.3. Required Training. If because of changes in job requirements, certification, accreditation or licensure employees are required to take courses/training so as to retain their present position classification, such employees shall be granted reasonable time off for such training without loss of pay.

Employees who do not pass the test for their commercial drivers' license shall be transferred to another position in the bargaining unit for which they are qualified without further training if such position is available. The employee shall be paid the applicable rate for the position. If an open position is not available, the employee shall be placed on layoff status for a period of one year, during which the employee may take appropriate steps to obtain his commercial drivers' license. If such license is obtained, the employee shall immediately be returned to his previous position if such position remains vacant. If the position is not vacant, the employee shall be given first preference for recall to the position. If at the end of the one year period the employee has not obtained his commercial drivers' license, he shall be subject

to termination at the discretion of the Village. The Village shall reimburse each bargaining unit employee required to possess a CDL for the cost of the initial license and all renewals.

ARTICLE XXVI
LIGHT DUTY

The Village shall endeavor to provide light duty to employees who are injured, provided however the duty does not interfere with the employee's medical restrictions and the employee is capable of fulfilling the assigned work responsibilities. This section shall not be construed as requiring the Village to offer an injured employee light duty work.

ARTICLE XXVII
NOTICE OF PERSONNEL CHANGES
AND BENEFITS FOR PART-TIME EMPLOYEES

Section 27.1. Notice of Personnel Changes. At least once a month, unless mutually agreed otherwise, the Village shall provide the Union with a listing of all personnel transactions involving bargaining unit employees, including new hires, promotions, demotions, reclassification, layoffs, transfers, leaves, returns from leaves, reemployment, reinstatements, suspensions, discharges, terminations, and changes in pay rates.

Every six (6) months, unless mutually agreed otherwise, the Village shall post a current seniority roster in each work site and shall provide the Local President a copy of the roster.

Benefits for Part-time Employees. The Village shall continue its policy of granting certain fringe benefits to part-time employees without change for the life of this Agreement.

ARTICLE XXVIII
PERSONNEL FILES

An employee and/or a union representative with written authorization from the employee shall have the right to review his personnel file by submitting such request to the Personnel Officer and to the Department Head twenty-four (24) hours in advance. Employees and/or authorized representatives may make such review from 8:30 a.m. until 5:00 p.m.,

Monday through Friday, with no loss in pay, up to four per fiscal year and be limited to fifteen (15) minutes in duration for each review. Department Heads may keep a working personnel file which can also be reviewed by the employee. An employee shall be given copies of any documents in his file; copying fees may be waived at the Village's discretion.

The Village may withhold from such review those documents specifically exempted as confidential by the Illinois Personnel Records Act. However, no discipline or adverse employment actions shall be based on information contained in the employee's file but not made available upon inspection of the file.

The employee shall be given a copy of any disciplinary action against said employee at the time it is being placed in the employee's personnel file. The employee shall initial the file copy to show receipt thereof.

ARTICLE XXIX
WORKERS' COMPENSATION

The Village shall pay the employee's regular straight time earnings for work-related illness or injury for twelve (12) months from the date of original work-related illness or injury, or until temporary total disability (TTD) payments are received by the employee from the insurance company.

ARTICLE XXX
PRINTING OF THE AGREEMENT

The Village shall provide each bargaining unit employee with a copy of this Agreement. The Village and the Union agree to share equally the cost of printing the Agreement.

ARTICLE XXXI
SAVINGS CLAUSE

If any article or provision of this Agreement or any addenda thereto should be held invalid by operation of law, the remainder of this Agreement and addenda shall not be affected thereby and shall remain in full force and effect and the parties shall enter into collective bargaining negotiations in an attempt to replace such article or provision.

ARTICLE XXXII
AMENDMENTS TO AGREEMENT

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated and signed by the parties and, together with the attached Appendices, shall constitute a part of this Agreement.

ARTICLE XXXIII
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and no verbal statement shall supersede any of its provisions. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining as defined in the Illinois Public Labor Relations Act and rules of the Board issued pursuant thereto, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and this Agreement concludes collective bargaining between the parties for its term except for any impact bargaining which may be requested as provided by law. The parties agree that the Village may temporarily implement changes pending the outcome of any impact bargaining which might be properly requested by the Union.

ARTICLE XXXIV
TERMINATION

Section 34.1. Termination in 2028. This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the thirtieth (31th) day of December, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written

notice must be given to the other party no less than twenty (20) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

FOR THE VILLAGE

FOR THE UNION

Current & New Hire Classifications - Hourly Rate

May 1, 2025 -December 31, 2025									Salary Range			*Parks MI/MII & Custodian employees hired before the execution of the new payscale will remain on the current payscale and automatic promotion for Parks MI positions will still apply according to the contract
Pay Grade	A	B	C	D	E	F	G	H	Start	End	median	
1	\$22.28	\$23.06	\$23.87	\$24.70	\$25.57	\$26.46	\$27.39	\$28.35	\$46,345.21	\$58,964.05	\$52,654.63	
2	\$23.17	\$23.98	\$24.82	\$25.69	\$26.59	\$27.52	\$28.49	\$29.48	\$48,199.02	\$61,322.61	\$54,760.81	Custodian
3	\$24.10	\$24.94	\$25.82	\$26.72	\$27.65	\$28.62	\$29.62	\$30.66	\$50,126.98	\$63,775.51	\$56,951.25	Receptionist
4	\$25.06	\$25.94	\$26.85	\$27.79	\$28.76	\$29.77	\$30.81	\$31.89	\$52,132.06	\$66,326.53	\$59,229.29	Parks Operations
5	\$26.07	\$26.98	\$27.92	\$28.90	\$29.91	\$30.96	\$32.04	\$33.16	\$54,217.34	\$68,979.60	\$61,598.47	Building Maintenance I, PW Laborer, Records Assistant
6	\$27.11	\$28.06	\$29.04	\$30.06	\$31.11	\$32.20	\$33.32	\$34.49	\$56,386.03	\$71,738.78	\$64,062.41	
7	\$28.19	\$29.18	\$30.20	\$31.26	\$32.35	\$33.48	\$34.66	\$35.87	\$58,641.47	\$74,608.33	\$66,624.90	Permit Tech I, Records Specialist I, Community Service Officer
8	\$29.32	\$30.35	\$31.41	\$32.51	\$33.65	\$34.82	\$36.04	\$37.30	\$60,987.13	\$77,592.66	\$69,289.90	Property Inspector, Utility Billing Specialist
9	\$30.49	\$31.56	\$32.67	\$33.81	\$34.99	\$36.22	\$37.48	\$38.80	\$63,426.62	\$80,696.37	\$72,061.49	Planner I, Finance Specialist, Records Specialist II, Evidence Technician
10	\$31.71	\$32.82	\$33.97	\$35.16	\$36.39	\$37.67	\$38.98	\$40.35	\$65,963.68	\$83,924.22	\$74,943.95	Permit Tech II, Building Inspector
11	\$32.98	\$34.14	\$35.33	\$36.57	\$37.85	\$39.17	\$40.54	\$41.96	\$68,602.23	\$87,281.19	\$77,941.71	Building Maintenance II, Mechanic Apprentice
12	\$34.30	\$35.50	\$36.74	\$38.03	\$39.36	\$40.74	\$42.16	\$43.64	\$71,346.32	\$90,772.44	\$81,059.38	PW Maintenance
13	\$35.67	\$36.92	\$38.21	\$39.55	\$40.94	\$42.37	\$43.85	\$45.39	\$74,200.17	\$94,403.34	\$84,301.76	Mechanic Journeyman, Planner II, IT Specialist, Building Maintenance Lead Worker
14	\$37.10	\$38.40	\$39.74	\$41.13	\$42.57	\$44.06	\$45.61	\$47.20	\$77,168.18	\$98,179.47	\$87,673.83	Records Supervisor
15	\$38.58	\$39.93	\$41.33	\$42.78	\$44.28	\$45.83	\$47.43	\$49.09	\$80,254.91	\$102,106.65	\$91,180.78	PW Streets/Forestry Lead Worker
16	\$40.13	\$41.53	\$42.99	\$44.49	\$46.05	\$47.66	\$49.33	\$51.05	\$83,465.10	\$106,190.92	\$94,828.01	Mechanic Lead, PW Utilities Lead Worker
17	\$41.73	\$43.19	\$44.70	\$46.27	\$47.89	\$49.57	\$51.30	\$53.10	\$86,803.71	\$110,438.55	\$98,621.13	
18	\$43.40	\$44.92	\$46.49	\$48.12	\$49.80	\$51.55	\$53.35	\$55.22	\$90,275.85	\$114,856.10	\$102,565.98	PW Streets/Forestry Foreman
19	\$45.14	\$46.72	\$48.35	\$50.05	\$51.80	\$53.61	\$55.49	\$57.43	\$93,886.89	\$119,450.34	\$106,668.61	PW Utilities Foreman
20	\$46.94	\$48.59	\$50.29	\$52.05	\$53.87	\$55.75	\$57.71	\$59.73	\$97,642.36	\$124,228.35	\$110,935.36	Mechanic Foreman

January 1, 2026 -December 31, 2026									Salary Range			*Parks MI/MII & Custodian employees hired before the execution of the new payscale will remain on the current payscale and automatic promotion for Parks MI positions will still apply according to the contract
Pay Grade	A	B	C	D	E	F	G	H	Start	End	median	
1	\$23.62	\$24.44	\$25.30	\$26.19	\$27.10	\$28.05	\$29.03	\$30.05	\$49,125.92	\$62,501.89	\$55,813.91	
2	\$24.56	\$25.42	\$26.31	\$27.23	\$28.19	\$29.17	\$30.19	\$31.25	\$51,090.96	\$65,001.97	\$58,046.46	Custodian
3	\$25.55	\$26.44	\$27.36	\$28.32	\$29.31	\$30.34	\$31.40	\$32.50	\$53,134.60	\$67,602.04	\$60,368.32	Receptionist
4	\$26.57	\$27.50	\$28.46	\$29.46	\$30.49	\$31.55	\$32.66	\$33.80	\$55,259.98	\$70,306.13	\$62,783.05	Parks Operations
5	\$27.63	\$28.60	\$29.60	\$30.63	\$31.71	\$32.82	\$33.96	\$35.15	\$57,470.38	\$73,118.37	\$65,294.37	Building Maintenance I, PW Laborer, Records Assistant
6	\$28.74	\$29.74	\$30.78	\$31.86	\$32.97	\$34.13	\$35.32	\$36.56	\$59,769.19	\$76,043.11	\$67,906.15	
7	\$29.88	\$30.93	\$32.01	\$33.13	\$34.29	\$35.49	\$36.74	\$38.02	\$62,159.96	\$79,084.83	\$70,622.40	Permit Tech I, Records Specialist I, Community Service Officer
8	\$31.08	\$32.17	\$33.29	\$34.46	\$35.66	\$36.91	\$38.21	\$39.54	\$64,646.36	\$82,248.22	\$73,447.29	Property Inspector, Utility Billing Specialist
9	\$32.32	\$33.45	\$34.63	\$35.84	\$37.09	\$38.39	\$39.73	\$41.12	\$67,232.21	\$85,538.15	\$76,385.18	Finance Specialist, Evidence Technician
10	\$33.62	\$34.79	\$36.01	\$37.27	\$38.58	\$39.93	\$41.32	\$42.77	\$69,921.50	\$88,959.68	\$79,440.59	Permit Tech II, Building Inspector, Records Specialist II, Planner I
11	\$34.96	\$36.18	\$37.45	\$38.76	\$40.12	\$41.52	\$42.98	\$44.48	\$72,718.36	\$92,518.07	\$82,618.21	Building Maintenance II, Mechanic Apprentice
12	\$36.36	\$37.63	\$38.95	\$40.31	\$41.72	\$43.18	\$44.69	\$46.26	\$75,627.10	\$96,218.79	\$85,922.94	PW Maintenance, Parks Crew Leader
13	\$37.81	\$39.14	\$40.51	\$41.92	\$43.39	\$44.91	\$46.48	\$48.11	\$78,652.18	\$100,067.54	\$89,359.86	Mechanic Journeyman, IT Specialist, Public Works Utility Spec., Public Works Streets/Foresety Spec.
14	\$39.33	\$40.70	\$42.13	\$43.60	\$45.13	\$46.71	\$48.34	\$50.03	\$81,798.27	\$104,070.24	\$92,934.25	Records Supervisor, Building Maintenance Lead Worker, Planner II
15	\$40.90	\$42.33	\$43.81	\$45.35	\$46.93	\$48.58	\$50.28	\$52.04	\$85,070.20	\$108,233.05	\$96,651.63	PW Streets/Forestry Lead Worker
16	\$42.54	\$44.02	\$45.56	\$47.16	\$48.81	\$50.52	\$52.29	\$54.12	\$88,473.01	\$112,562.37	\$100,517.69	Mechanic Lead, PW Utilities Lead Worker
17	\$44.24	\$45.78	\$47.39	\$49.05	\$50.76	\$52.54	\$54.38	\$56.28	\$92,011.93	\$117,064.87	\$104,538.40	Proposed Parks and Building Foreman
18	\$46.01	\$47.62	\$49.28	\$51.01	\$52.79	\$54.64	\$56.55	\$58.53	\$95,692.40	\$121,747.46	\$108,719.93	PW Streets/Forestry Foreman
19	\$47.85	\$49.52	\$51.25	\$53.05	\$54.90	\$56.83	\$58.82	\$60.87	\$99,520.10	\$126,617.36	\$113,068.73	PW Utilities Foreman
20	\$49.76	\$51.50	\$53.30	\$55.17	\$57.10	\$59.10	\$61.17	\$63.31	\$103,500.91	\$131,682.06	\$117,591.48	Mechanic Foreman

January 1, 2027 -December 31, 2027									Salary Range			*Parks MI/MII & Custodian employees hired before the execution of the new payscale will remain on the current payscale and automatic promotion for Parks MI positions will still apply according to the contract
Pay Grade	A	B	C	D	E	F	G	H	Start	End	median	
1	\$24.80	\$25.67	\$26.57	\$27.50	\$28.46	\$29.45	\$30.48	\$31.55	\$51,582.22	\$65,626.98	\$58,604.60	
2	\$25.79	\$26.69	\$27.63	\$28.60	\$29.60	\$30.63	\$31.70	\$32.81	\$53,645.51	\$68,252.06	\$60,948.78	Custodian
3	\$26.82	\$27.76	\$28.73	\$29.74	\$30.78	\$31.86	\$32.97	\$34.13	\$55,791.33	\$70,982.15	\$63,386.74	Receptionist
4	\$27.90	\$28.87	\$29.88	\$30.93	\$32.01	\$33.13	\$34.29	\$35.49	\$58,022.98	\$73,821.43	\$65,922.21	Parks Operations
5	\$29.01	\$30.03	\$31.08	\$32.17	\$33.29	\$34.46	\$35.66	\$36.91	\$60,343.90	\$76,774.29	\$68,559.09	Building Maintenance I, PW Laborer, Records Assistant
6	\$30.17	\$31.23	\$32.32	\$33.45	\$34.62	\$35.83	\$37.09	\$38.39	\$62,757.65	\$79,845.26	\$71,301.46	
7	\$31.38	\$32.48	\$33.61	\$34.79	\$36.01	\$37.27	\$38.57	\$39.92	\$65,267.96	\$83,039.07	\$74,153.52	Permit Tech I, Records Specialist I, Community Service Officer
8	\$32.63	\$33.78	\$34.96	\$36.18	\$37.45	\$38.76	\$40.12	\$41.52	\$67,878.68	\$86,360.63	\$77,119.66	Property Inspector, Utility Billing Specialist
9	\$33.94	\$35.13	\$36.36	\$37.63	\$38.95	\$40.31	\$41.72	\$43.18	\$70,593.83	\$89,815.06	\$80,204.44	Finance Specialist, Evidence Technician
10	\$35.30	\$36.53	\$37.81	\$39.13	\$40.50	\$41.92	\$43.39	\$44.91	\$73,417.58	\$93,407.66	\$83,412.62	Permit Tech II, Building Inspector, Records Specialist II, Planner I
11	\$36.71	\$37.99	\$39.32	\$40.70	\$42.12	\$43.60	\$45.12	\$46.70	\$76,354.28	\$97,143.97	\$86,749.12	Building Maintenance II, Mechanic Apprentice
12	\$38.18	\$39.51	\$40.90	\$42.33	\$43.81	\$45.34	\$46.93	\$48.57	\$79,408.45	\$101,029.73	\$90,219.09	PW Maintenance, Parks Crew Leader
13	\$39.70	\$41.09	\$42.53	\$44.02	\$45.56	\$47.16	\$48.81	\$50.51	\$82,584.79	\$105,070.92	\$93,827.85	Mechanic Journeyman, IT Specialist, Public Works Utility Spec., Public Works Streets/Foresety Spec.
14	\$41.29	\$42.74	\$44.23	\$45.78	\$47.38	\$49.04	\$50.76	\$52.54	\$85,888.18	\$109,273.75	\$97,580.97	Records Supervisor, Building Maintenance Lead Worker, Planner II
15	\$42.94	\$44.45	\$46.00	\$47.61	\$49.28	\$51.00	\$52.79	\$54.64	\$89,323.71	\$113,644.70	\$101,484.21	PW Streets/Forestry Lead Worker
16	\$44.66	\$46.23	\$47.84	\$49.52	\$51.25	\$53.04	\$54.90	\$56.82	\$92,896.66	\$118,190.49	\$105,543.57	Mechanic Lead, PW Utilities Lead Worker
17	\$46.45	\$48.07	\$49.76	\$51.50	\$53.30	\$55.17	\$57.10	\$59.10	\$96,612.52	\$122,918.11	\$109,765.32	Proposed Parks and Building Foreman
18	\$48.31	\$50.00	\$51.75	\$53.56	\$55.43	\$57.37	\$59.38	\$61.46	\$100,477.03	\$127,834.84	\$114,155.93	PW Streets/Forestry Foreman
19	\$50.24	\$52.00	\$53.82	\$55.70	\$57.65	\$59.67	\$61.76	\$63.92	\$104,496.11	\$132,948.23	\$118,722.17	PW Utilities Foreman
20	\$52.25	\$54.08	\$55.97	\$57.93	\$59.96	\$62.05	\$64.23	\$66.47	\$108,675.95	\$138,266.16	\$123,471.05	Mechanic Foreman

January 1, 2028 -December 31, 2028									Salary Range			*Parks MI/MII & Custodian employees hired before the execution of the new payscale will remain on the current payscale and automatic promotion for Parks MI positions will still apply according to the contract
Pay Grade	A	B	C	D	E	F	G	H	Start	End	median	
1	\$26.04	\$26.95	\$27.89	\$28.87	\$29.88	\$30.93	\$32.01	\$33.13	\$54,161.33	\$68,908.33	\$61,534.83	
2	\$27.08	\$28.03	\$29.01	\$30.02	\$31.08	\$32.16	\$33.29	\$34.45	\$56,327.78	\$71,664.67	\$63,996.22	Custodian
3	\$28.16	\$29.15	\$30.17	\$31.23	\$32.32	\$33.45	\$34.62	\$35.83	\$58,580.89	\$74,531.25	\$66,556.07	Receptionist
4	\$29.29	\$30.32	\$31.38	\$32.47	\$33.61	\$34.79	\$36.01	\$37.27	\$60,924.13	\$77,512.50	\$69,218.32	Parks Operations
5	\$30.46	\$31.53	\$32.63	\$33.77	\$34.96	\$36.18	\$37.45	\$38.76	\$63,361.09	\$80,613.00	\$71,987.05	Building Maintenance I, PW Laborer, Records Assistant
6	\$31.68	\$32.79	\$33.94	\$35.12	\$36.35	\$37.63	\$38.94	\$40.31	\$65,895.54	\$83,837.52	\$74,866.53	
7	\$32.95	\$34.10	\$35.29	\$36.53	\$37.81	\$39.13	\$40.50	\$41.92	\$68,531.36	\$87,191.03	\$77,861.19	Permit Tech I, Records Specialist I, Community Service Officer
8	\$34.27	\$35.46	\$36.71	\$37.99	\$39.32	\$40.70	\$42.12	\$43.60	\$71,272.61	\$90,678.67	\$80,975.64	Property Inspector, Utility Billing Specialist
9	\$35.64	\$36.88	\$38.17	\$39.51	\$40.89	\$42.32	\$43.81	\$45.34	\$74,123.52	\$94,305.81	\$84,214.66	Finance Specialist, Evidence Technician
10	\$37.06	\$38.36	\$39.70	\$41.09	\$42.53	\$44.02	\$45.56	\$47.15	\$77,088.46	\$98,078.05	\$87,583.25	Permit Tech II, Building Inspector, Records Specialist II, Planner I
11	\$38.54	\$39.89	\$41.29	\$42.73	\$44.23	\$45.78	\$47.38	\$49.04	\$80,172.00	\$102,001.17	\$91,086.58	Building Maintenance II, Mechanic Apprentice
12	\$40.09	\$41.49	\$42.94	\$44.44	\$46.00	\$47.61	\$49.28	\$51.00	\$83,378.88	\$106,081.21	\$94,730.04	PW Maintenance, Parks Crew Leader
13	\$41.69	\$43.15	\$44.66	\$46.22	\$47.84	\$49.51	\$51.25	\$53.04	\$86,714.03	\$110,324.46	\$98,519.25	Mechanic Journeyman, IT Specialist, Public Works Utility Spec., Public Works Streets/Foresety Spec.
14	\$43.36	\$44.87	\$46.45	\$48.07	\$49.75	\$51.49	\$53.30	\$55.16	\$90,182.59	\$114,737.44	\$102,460.02	Records Supervisor, Building Maintenance Lead Worker, Planner II
15	\$45.09	\$46.67	\$48.30	\$49.99	\$51.74	\$53.55	\$55.43	\$57.37	\$93,789.89	\$119,326.94	\$106,558.42	PW Streets/Forestry Lead Worker
16	\$46.89	\$48.54	\$50.24	\$51.99	\$53.81	\$55.70	\$57.65	\$59.66	\$97,541.49	\$124,100.02	\$110,820.75	Mechanic Lead, PW Utilities Lead Worker
17	\$48.77	\$50.48	\$52.24	\$54.07	\$55.97	\$57.92	\$59.95	\$62.05	\$101,443.15	\$129,064.02	\$115,253.58	Proposed Parks and Building Foreman
18	\$50.72	\$52.50	\$54.33	\$56.24	\$58.20	\$60.24	\$62.35	\$64.53	\$105,500.88	\$134,226.58	\$119,863.73	PW Streets/Forestry Foreman
19	\$52.75	\$54.60	\$56.51	\$58.49	\$60.53	\$62.65	\$64.84	\$67.11	\$109,720.91	\$139,595.64	\$124,658.28	PW Utilities Foreman
20	\$54.86	\$56.78	\$58.77	\$60.82	\$62.95	\$65.16	\$67.44	\$69.80	\$114,109.75	\$145,179.47	\$129,644.61	Mechanic Foreman

LICENSING/CERTIFICATIONS (additional per hour/per license)	PUBLIC WORKS								PARKS
	OPERATIONS				FLEET				OPERATIONS
	LABORER	MAINTENANCE	UTIL LEAD/FRMN	ST/FRT LEAD/FRMN	MECH APP	MECH JRNYMN	MECH LEAD	MECH FOREM	MI/MII, OPER
Class B CDL w/ Tanker Endorsement	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	N/A
Class A CDL	\$0.50	\$0.50	\$0.50	REQUIRED	REQUIRED	REQUIRED	REQUIRED	REQUIRED	N/A
Wastewater III License	\$0.50	\$0.50	REQUIRED	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	N/A
Water Class D	\$0.50	\$0.50	REQUIRED	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	N/A
Arborist	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
Certified Playground Safety Inspector	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$0.50

Grandfathered Pay Scale for employees hired prior to Jan 1, 2025

	A	B	C	D	E	F	G	H	I	J	
Maint 1	27.43	28.59	29.78	30.67	31.15	31.60	32.07	32.71	33.37	34.03	Current
6%	29.08	30.31	31.57	32.51	33.02	33.50	33.99	34.67	35.37	36.07	2026
5%	30.53	31.83	33.15	34.14	34.67	35.18	35.69	36.40	37.14	37.87	2027
5%	32.06	33.42	34.81	35.85	36.40	36.94	37.47	38.22	39.00	39.76	2028

	A	B	C	D	E	F	G	H	I	J	
Maint 2		34.45	35.22	36.14	36.61	37.08	37.49	38.24	39.00	39.78	Current
6%		36.52	37.33	38.31	38.81	39.30	39.74	40.53	41.34	42.17	2026
5%		38.35	39.20	40.23	40.75	41.27	41.73	42.56	43.41	44.28	2027
5%		40.27	41.16	42.24	42.79	43.33	43.82	44.69	45.58	46.49	2028

	A	B	C	D	E	F	G	H	I	J	
Custodians	27.43	28.59	29.78	30.67	31.15	31.60	32.07	32.71	33.37	34.03	Current
6%	29.08	30.31	31.57	32.51	33.02	33.50	33.99	34.67	35.37	36.07	2026
5%	30.53	31.83	33.15	34.14	34.67	35.18	35.69	36.40	37.14	37.87	2027
5%	32.06	33.42	34.81	35.85	36.40	36.94	37.47	38.22	39.00	39.76	2028

	A	B	C	D	E	F	G	H	I	J	
Receptionist/Clerk	24.10	25.10	26.15	27.03	27.51	27.95	28.43	29.00	29.58	30.17	Current
6%	25.55	26.61	27.72	28.65	29.16	29.63	30.14	30.74	31.35	31.98	2026
5%	26.83	27.94	29.11	30.08	30.62	31.11	31.65	32.28	32.92	33.58	2027
5%	28.17	29.34	30.57	31.58	32.15	32.67	33.23	33.89	34.57	35.26	2028

	A	B	C	D	E	F	G	H	I	J	
Secretary/Clerk			28.43	29.33	29.79	30.21	30.68	31.29	31.92	32.56	Current
6%			30.14	31.09	31.58	32.02	32.52	33.17	33.84	34.51	2026
5%			31.65	32.64	33.16	33.62	34.15	34.83	35.53	36.24	2027
5%			33.23	34.27	34.82	35.30	35.86	36.57	37.31	38.05	2028

Department	Employment Type	First Name	Middle Name	Last Name
WAT	Full-Time	THOMAS		VENCHUS
POL	Full-Time	TRACI-LYN		WYSOGLAD
GAR	Full-Time	PAUL		CZARNECKI
GAR	Full-Time	MATTHEW	F	FRIERI
REC	Full-Time	JUDITH		GENTILE
WAT	Full-Time	DENNIS		JESSEN
STR	Full-Time	JASON		YOUNG
WAT	Full-Time	DALE		HESSEL
STR	Full-Time	RODERICK	W	SCHEITLER
WAS	Full-Time	PETER	A	MAGNUSSEN
STR	Full-Time	ALEX	L	HEIDEN
WAT	Full-Time	JEFFREY		DEEKE
STR	Full-Time	GLENN		SCHLEINZER
PARKS	Full-Time	ALEJANDRO		ALVAREZ
GAR	Full-Time	TIMOTHY	S	MORICLE
WAS	Full-Time	DANIEL	T	COULTER
COM	Full-Time	MICHAEL		VOGT
PARKS	Full-Time	ERIC		LANDGREBE
STR	Full-Time	FERNANDO	GUERRERO	PEREZ
WAS	Full-Time	JOSEPH		PETRANCOSTA
POL	Full-Time	JOHN		DOYLE
BUI	Full-Time	JEREME	J	FERGUSON
BUI	Full-Time	JAMES	R	OLSEN
FIN	Full-Time	ELIZABETH		CARDENAS
POL	Full-Time	ALYZZA		JOHNSTON
PARKS	Full-Time	LUIS		REYNOSO-ESPARZA
REC	Full-Time	RICHARD		MANTUCCA
PARKS	Full-Time	MIGUEL		REYNOSO
PARKS	Full-Time	MARIO		SAMANIEGO
PARKS	Full-Time	GERMAN		REYNOSO-ESPARZA
REC	Full-Time	CATHRINE		ELGENESS
WAT	Full-Time	MICHAEL	C	AVELAR
POL	Full-Time	LAURA		NAROZNY
POL	Full-Time	LAUREN		MALLO
WAT	Full-Time	KENNETH		PILLAR
POL	Full-Time	JACY		VENINGA
STR	Full-Time	CHADWICK	S	FLINT
POL	Full-Time	KELSEY	M	MARTIN
STR	Full-Time	RYAN		BROWN
STR	Full-Time	BRIAN		JOHNSON
REC	Full-Time	ERIC		WILKES
BUI	Full-Time	ILIA		SEYMORE
POL	Full-Time	CINDY		ACOSTA
PW	Full-Time	LUKE		PUKNAITIS
PW	Full-Time	MANDY		DOBBINS

POL	Full-Time	SOPHIA	PETRI
COM	Full-Time	RACHEL	LEEDOM
POL	Full-Time	GIANA	RAITANO
WAT	Full-Time	RICHARD	SCHROEDER
PW	Full-Time	NICKY	CRUZ GONZALEZ
PARKS	Full-Time	JOSHUA	PETO
PW	Full-Time	DEANNE	TORRES
COM	Full-Time	KELLY	SIMMS
FIN	Full-Time	OPEND	OPEN
PW	Full-Time	Open	Opend
STR	Full-Time	OPEN	OPEN

Position Description	Hire Date	Bargaining Unit
PW UTILITIES LEAD WORKER	10/13/1986	AFSCME
RECORDS SUPERVISOR	01/29/1990	AFSCME
MECHANIC LEAD	03/18/1991	AFSCME
MECHANIC FOREMAN	01/09/1995	AFSCME
RECEPTIONIST/CLERK	05/01/1995	AFSCME
PW UTILITIES FOREMAN	10/02/1995	AFSCME
PW STREETS/FORESTRY FOREMAN	06/24/1996	AFSCME
IT SPECIALIST	06/01/1998	AFSCME
PW MAINTENANCE	10/30/2000	AFSCME
PW MAINTENANCE	10/30/2000	AFSCME
PW MAINTENANCE	01/22/2001	AFSCME
PW UTILITIES LEAD WORKER	12/06/2004	AFSCME
PW MAINTENANCE	10/10/2005	AFSCME
MAINTENANCE II	08/14/2006	AFSCME
MECHANIC LEAD	06/25/2007	AFSCME
PW MAINTENANCE	01/02/2008	AFSCME
BUILDING INSPECTOR	04/08/2008	AFSCME
MAINTENANCE II	10/20/2008	AFSCME
PW MAINTENANCE	06/28/2011	AFSCME
PW MAINTENANCE	09/24/2012	AFSCME
COMMUNITY SERVICE OFFICER	10/21/2013	AFSCME
BUILDING MAINTENANCE II	12/16/2013	AFSCME
BUILDING MAINTENANCE LEAD WORKER	01/16/2014	AFSCME
UTILITY BILLING SPECIALIST	04/21/2014	AFSCME
RECORDS SPECIALIST II	04/29/2014	AFSCME
MAINTENANCE II	06/30/2014	AFSCME
CUSTODIAN	07/31/2014	AFSCME
MAINTENANCE I	02/22/2016	AFSCME
MAINT-2/MECH-2	07/01/2016	AFSCME
MAINT-2/MECH-2	07/11/2016	AFSCME
RECEPTIONIST/CLERK	10/10/2016	AFSCME
PW MAINTENANCE	01/16/2017	AFSCME
RECORDS SPECIALIST II	05/22/2017	AFSCME
RECORDS SPECIALIST II	12/18/2017	AFSCME
PW MAINTENANCE	01/02/2019	AFSCME
RECORDS SPECIALIST II	02/20/2020	AFSCME
PW MAINTENANCE	11/02/2020	AFSCME
EVIDENCE TECHNICIAN	09/02/2021	AFSCME
PW LABORER	04/04/2022	AFSCME
PW LABORER	07/05/2022	AFSCME
CUSTODIAN	08/21/2023	AFSCME
CUSTODIAN	12/04/2023	AFSCME
RECORDS SPECIALIST I	02/05/2024	AFSCME
PW LABORER	05/21/2024	AFSCME
RECEPTIONIST/CLERK	05/28/2024	AFSCME

RECORDS SPECIALIST I	06/24/2024	AFSCME
PLANNER I	07/01/2024	AFSCME
COMMUNITY SERVICE OFFICER	09/18/2024	AFSCME
PW LABORER	12/02/2024	AFSCME
MECHANIC APPRENTICE	07/14/2025	AFSCME
CUSTODIAN	09/08/2025	AFSCME
PW/CED RECEPTIONIST	10/01/2025	AFSCME
CODE ENFORCEMENT	11/10/2025	AFSCME
FINANCE SPECIALIST		AFSCME
PW LABORER		AFSCME
PW LABORER		AFSCME



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 12, 2026

SUBJECT: A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa Park and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, Local 964 Regarding Earned Benefits

RECOMMENDED ACTION:

The proposed Resolution authorizes the Side Letter Agreement between the Village and the American Federation of State, County, and Municipal Employees, Council 31, AFL-CIO, Local 964 (AFSCME). This agreement updates the collective bargaining agreement between the Village and AFSCME as it relates to benefits relating to the overlap of benefits with the change of contract from May 1st to January 1st with the proposed agreement.

BACKGROUND:

The Village entered into negotiations with AFSCME to renew the contract early to adjust the benefit year from May 1st to January 1st. This created an overlap with benefits that exist in the current agreement and the proposed agreement, so this side letter addresses the time changes to convert the benefit year from May to January. This relates to the carryover of vacation time, longevity and retro pay going back to January 1st. Additionally, it outlines the timeframe for the additional classifications for Public Works Specialist and a Village wide policy for bilingual pay as agreed upon during negotiations.

DISCUSSION:

Resolution No. _____

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 964 REGARDING EARNED BENEFITS AND STAFFING

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 President and Board of Trustees of the Village (the “Corporate Authorities”) hereby find that it is in the best interest of the Village to Approve a Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa Park and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 964, regarding earned benefits and staffing (the “Side Letter Agreement”).

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

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

Section 2: The Side Letter Agreement to the Collective Bargaining Agreement between the Village of Villa Park and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 964, regarding earned benefits and staffing, which is attached hereto and made a part hereof as Exhibit A, is hereby approved, and the Village President is hereby authorized to execute and deliver said Side Letter Agreement. The officials, officers, employees, and agents of the Village are authorized to take such actions as may be necessary to carry out the purpose and intent of this Resolution.

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

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

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

Resolution No. _____

after its passage and approval according to law.

PASSED this _____ day of _____, 2026, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Approved this _____ day of _____, 2026.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Resolution No. _____

EXHIBIT "A"

Side Letter Agreement

This Side Letter Agreement is entered into by and between the Village of Villa Park ("Village") and the American Federation of State, County Municipal Employees, Council 31 Local 964 ("Union")

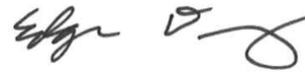
Whereas, the Village and the Union have entered into a Collective Bargaining Agreement for the term January 1, 2026, to December 31, 2028 (the CBA); and

Whereas, the previous CBA was set to expire on April 30, 2026, resulting in an overlap of scheduled time off and planned longevity bonus;

Now, THEREFORE, in consideration of the mutual promises set forth hereinafter and other good and valuable considerations, the Village and the Union agree as follows:

1. For any employee which is set to receive a longevity bonus as of April 1, 2026, will receive a longevity bonus on the first paycheck in January 2026 after the completion of the contract. All future longevity bonus will be set forth in the CBA.
2. The Village will honor all previous approved and scheduled days off till April 30, 2026 and allow for the new scheduled days off per the new CBA.
3. All employees shall retain their current vacation accrual rates and shall receive their full-scheduled paid vacation allotment effective January 1, 2026 with scheduling to begin as soon as the contract is executed.
4. All employees will receive retro pay for change in rates effective date of January 1st.
5. All employees who are unable to utilize all earned vacation time in calendar year 2026 shall be permitted a one-time vacation carryover into calendar year 2027 but shall not exceed 5 days in addition to contract approved carryover language.
6. The Village will institute a Village wide policy on for bilingual pay of \$0.50 per hour by May 1st, 2026.
7. The Village and AFCSME will draft the job descriptions for PW Utility Specialist and PW Street Specialist, post and fill the position withing 30 days of the contract.
8. The Village and the Union will commence a meeting to discuss revamping the elevation form for the Union.
9. This Side Letter Agreement shall be non-precedential and shall not be cited by either the Village of the Union in any future grievance, arbitration, or future litigation with the exception of enforcing the ters of this Side Letter Agreement.
10. The remaining terms and conditions of the CA shall continue to be full force and effect.

The Village and Union have tentatively agreed upon the substance of this language for a side letter to include with the CBA approval.

A handwritten signature in black ink, appearing to be "Edgar" followed by a stylized flourish.

Village of Villa Park

AFSCME Council 31 (12/31/25)



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: January 12, 2026
SUBJECT: Discussion on Amendment of Ordinance Regarding Cannabis Tax Disbursement

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 12, 2026

SUBJECT: Pursuant to 5ILCS 120/2 (c) (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 12, 2026

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

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: January 12, 2026

SUBJECT: Pursuant to 5 ILCS 120/2(c)(11), litigation, when an action against, affecting or on behalf of the public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION: