



Next Reso. No. 26053
Next Ord. No. 4580

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

Village Board of Trustees

August 10, 2026

7:00 PM

Village President Kevin Patrick
Village Clerk Rolf Laukant

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

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

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations**
- 7. Presentation**
- 8. Appointment to Commission**
 - a. Appointment of Cassie Vanko as Commissioner of the Plan Commission for a term upon being sworn in until 5/31/2029.
- 9. Consent Agenda**
 - a. Billing listings for the weeks of August 3, 2026, in the amount of \$1,148,937.15 and August 10, 2026, in the amount of \$389,266.03
 - b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving and Ratifying the Purchase of Bulk Rock Salt from SaltXchange and the Cancellation of the Purchase of Bulk Rock Salt through the State of Illinois
 - c. An Ordinance of the Village of Villa Park Granting a Variation from Section 6.10.3 of the Zoning Ordinance to Install a Deck at the Property Located at 9 E. Park Boulevard, Villa Park, Illinois
 - d. An Ordinance of the Village of Villa Park Granting a Variation from Section 8.2 and Section 8.6.2 of the Zoning Ordinance to Install a Pole Sign at the Property Located at 187 E. North Avenue, Villa Park, Illinois

- e. An Ordinance of the Village of Villa Park Granting a Variation from Section 6.10.2, Table 6-2 of the Zoning Ordinance for a Gazebo on the Property Located at 1144 N. Yale Avenue, Villa Park, Illinois

10. Ordinance for First Reading

11. Ordinance for Second Reading

- a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 26 of the Villa Park Municipal Code Regarding Administrative Adjudication

This ordinance would allow Community and Economic Development (CED) to schedule code enforcement adjudication hearings once per month instead of every two weeks by adopting a section of the Illinois Municipal Code that was previously only available to home rule municipalities. This is a second reading.

- b. An Ordinance of the Village of Villa Park Amending Section 2-402 of the Villa Park Municipal Code Regarding Special Meetings.

This ordinance would amend the Villa Park Municipal Code to provide that a request to hold a special meeting of the Board of Trustees must be submitted at least 5 business days prior to the start of the meeting, except in the event of a bona fide emergency. This is a second reading.

- c. An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending Section 25-104 of the Villa Park Municipal Code Regarding Water Rates and Charges

Public Works staff presented the possibility of raising water rates during the June Committee of the Whole meeting. As part of the discussion, it was to split the current rate into a pass through charge for the supply of water and an operations charge for the Village to maintain the water distribution system in the community. This is a second reading.

12. Ordinances

- a. Ordinance Authorizing a Professional Services Agreement with 845 Design Group for the Fire Station 82 Evaluation, Programming, and Design Project

Staff recommends adoption of the attached Ordinance authorizing the Village Manager to execute a Professional Services Agreement with 845 Design Group in the amount of \$499,860 to provide architectural design and related professional services, including coordination of the necessary engineering consultants, for the evaluation, programming, and design of the permanent Fire Station 82 through the renovation and repurposing of a portion of the former Iowa Community Center (ICC).

13. Resolutions

14. Unfinished Business

15. New Business

- a. Discussion on Quarterly Coffee with the Board meetings versus monthly.

- b. Appeal of Permit Denial - Off the Beaten Path Festival

16. Village Commission Reports

17. Village Clerk's Report

18. Village Trustees' Report

19. Village President's Report

20. Village Manager's Report

21. Executive Session

- a. Pursuant to 5 ILCS 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, including meetings held for the purpose of discussing whether a particular parcel should be acquired.
- 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.

22. Adjournment

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



Village Commission Application

Name

Cassie Vanko

Address

[REDACTED] Villa Park, Illinois 60181

Primary Phone

[REDACTED]

Work Phone**Email**

[REDACTED]

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

Yes

Are you between the ages of 13-17?

No

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

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

First Preference:

Villa park growth commission

Second Preference:

Plan commission

Third Preference:

Board of fire and police

Employment Background:

Cook county assistant states attorney, associate attorney - smith Blake hill, associate attorney - DiFranco and Associates (current)

Education Background:

Northern Illinois University - major: economics; minor: political science.
UIC Law: Juris Doctor.

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

No

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

Yes

Signature

A handwritten signature in black ink, appearing to be a stylized name with a long horizontal stroke extending to the right.

Date of Application

1/10/2026

**BILL LISTING TO BE PRESENTED TO
THE VILLAGE BOARD OF TRUSTEES
ON 8.10.26 CY WEEKLY CHECK RUN
DATED 8.3.26**

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/28/2026 - 08/03/2026

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 10 CORPORATE FUND					
Department: 110 PUBLIC AFFAIRS					
10-110-520200	KEVIN PATRICK SEMINAR FOR COMMISS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	137.98
10-110-520700	GROCERIES PUBLIC SERVICE EMPLOYEE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	35.29
10-110-520700	TACO TRUCK-PUBLIC SVC. EMPLOYEE W	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	978.88
10-110-520700	GROCERIES PUBLIC SERVICE EMPLOYEE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	12.16
10-110-520700	DILLY BARS-PUBLIC SVC. EMPLOYEE W	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	244.99
10-110-520700	GROCERIES PUBLIC SERVICE EMPLOYEE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	50.46
10-110-520700	EMPLOYEE APRECIATION BBQ	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	449.84
10-110-520700	EMPLOYEE APRECIATION BBQ	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	44.72
10-110-520700	EMPLOYEE APPRECIATION CUPCAKES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	114.13
10-110-539900	WATER, SODA, PLATES, NAPKINS FOR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	36.45
10-110-539900	MAY 2026 COFFEE WITH BOARD COFFEE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	30.38
10-110-539900	MAY 2026 COFFEE WITH BOARD DONUTS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	22.00
10-110-565100	SOIL FUN COMMISSON	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	30.00
10-110-565600	FD DEPUTY CHIEF ASSESSMENT TESTIN	ILLINOIS FIRE CHIEFS ASSN	07/21/2026	1312	2,790.00
10-110-565600	BFPC SECRETARIAL SERVICE JULY 202	MAGNUSSEN, VALERIE	07/28/2026	JUL26	200.00
10-110-566700	FUN COMSSION FAIRY FROLIC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	43.15
10-110-566700	FUN COMSSION FAIRY FROLIC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	144.35
10-110-566700	FUN COMSSION FAIRY FROLIC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	127.96
Total Department 110 PUBLIC AFFAIRS					5,492.74
Department: 112 MANAGER					
10-112-530300	NOTARY SUPPLIES AND MEMBERSHIP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	155.08
Total Department 112 MANAGER					155.08
Department: 120 MANAGER-ADMINISTRATION					
10-120-520200	SEMINAR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	100.00
10-120-529900	INTERNET SERVICE 7.15 TO 8.14	COMCAST	07/15/2026	277794028	4,771.00
10-120-529900	941S FED, 1ST QTR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	35.90
Total Department 120 MANAGER-ADMINISTRATION					4,906.90
Department: 121 INFORMATION TECHNOLOGY					
10-121-527001	UPS BACKUP UNITS	NOBLETEC LLC	07/02/2026	C25823	5,898.85
10-121-527001	ADDITIONAL VH CAMERA INSTALL	CTSI GROUP	03/01/2026	3226220	6,559.89
10-121-527001	NETWORK ADAPTERS FOR SWITCH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	796.00
10-121-529901	AGENDA-MUNICODE-SOCIAL MEDIA ARCH	CIVICPLUS LLC	09/01/2026	380002	23,802.47
10-121-529901	WEBSITE-REC SOFTWARE-AUDIOEYE	CIVICPLUS LLC	09/01/2026	379096	37,446.53
10-121-529901	CAMERA LICENSES	NOBLETEC LLC	07/22/2026	C26208	1,800.00
10-121-529901	ADDITIONAL MICROSOFT LICENSES	LIFTOFF LLC	07/22/2026	8891ADD6	652.80
10-121-529901	METRA INTERNET	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	479.87
10-121-529901	WEB FORMS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	5.00
10-121-529901	AUDIO SOFTWARE RENEWAL	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	149.90
10-121-529901	MEMBERSHIP RENEWAL	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	225.00
10-121-529901	DOMAIN RENEWAL	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	24.95
10-121-529901	HOSTED EMAIL ACCOUNT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	0.99
10-121-529901	VPRC GUEST INTERNET	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	427.71
10-121-529901	IT SUPPORT	HEARTLAND BUSINESS SYSTEMS	07/30/2026	902211-H	517.50
Total Department 121 INFORMATION TECHNOLOGY					78,787.46
Department: 140 COMMUNITY DEVELOPMENT					
10-140-520200	FIRE INSPECTOR CLASS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	360.15
10-140-522400	PERMIT FEE REIMBURSEMENT	KEELEY'S PLUMBING	07/28/2026	BP2026-1288	250.00

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 10 CORPORATE FUND					
Department: 140 COMMUNITY DEVELOPMENT					
Total Department 140 COMMUNITY DEVELOPMENT					610.15
Department: 150 CENTRAL SERVICES					
10-150-526100	C81 ACCIDENT REPORT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	16.00
10-150-529001	INTEGRATED PAYMENTS ABSORBED FEE	BS&A SOFTWARE	07/14/2026	170447	16,361.13
10-150-539900	VILLAGE STAFF CPR/AED ECARDS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	750.00
Total Department 150 CENTRAL SERVICES					17,127.13
Department: 160 BUILDINGS & GROUNDS					
10-160-522200	PARTS FOR PD RTU	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	49.80
10-160-522200	ACID TEST KIT FOR PD RTU	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	51.47
10-160-522200	PORTABLE A/C FOR POLICE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	346.98
10-160-529900	QTR DEPOT BURGLAR ALARM	SMG SECURITY SYSTEMS INC	06/23/2026	248206	668.04
10-160-529900	REPAIR TO OVER HEAD GARAGE DOOR P	ALLIED GARAGE DOOR INC	07/13/2026	0000246652	3,409.66
10-160-529900	SECURITY PANEL/PANIC BUTTONS SERV	SMG SECURITY SYSTEMS INC	07/24/2026	249054	589.50
10-160-529900	CONTACTOR FOR PD RTU	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	112.56
10-160-531400	DRANO FOR CLOGGED DRAIN @VH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	22.96
10-160-531400	CORP JANITORIAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	267.20
10-160-531400	CORP JANITORIAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	22.97
10-160-531500	LED DRIVER KITS WET WEATHER BUILD	VILLA PARK ELECTRIC SUPPLY	04/03/2026	297309-00	148.44
10-160-531500	PARTS FOR FLU DUCT AT SHOP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	23.12
10-160-531500	DOOR CLOSER FOR SHOP BATHROOM	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	300.00
10-160-531500	SLOPSINK FOR SHOP BATHROOM	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	141.26
10-160-539900	PLANTER FOR TEMP FIRE STATION	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	94.99
10-160-539900	PUSH BUTTONS FOR VH DOORS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	17.95
Total Department 160 BUILDINGS & GROUNDS					6,266.90
Department: 170 COMMUTER PARKING LOT					
10-170-529900	QTR METRA BURGLAR MONITORING	SMG SECURITY SYSTEMS INC	06/23/2026	248206	423.99
Total Department 170 COMMUTER PARKING LOT					423.99
Department: 180 GARAGE					
10-180-529900	REPLACEMENT SAW BLADES 2	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	116.30
10-180-530200	WASHER FLUID 30 GALLONS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	148.20
10-180-530800	ENGINE OIL 5W30	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	113.97
10-180-530900	DIEASEL EXHAUST FLUID 10 JUGS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	96.40
10-180-531000	FIRE ENGINE 81 FRONT TIRE (1)	DUPAGE TIRE & AUTO CENTER	07/27/2026	0179754	636.39
10-180-531000	FIRE E81 FRONT TIRE, PD ACURA RT	DUPAGE TIRE & AUTO CENTER	07/23/2026	0179718	735.04
10-180-531000	FIRE E80 FRONT BRAKE CALIPERS, CH	ACME TRUCK BRAKE	07/20/2026	01-545836	2,200.44
10-180-531000	PW 77 SWEEPER TIE ROD END	STANDARD EQUIPMENT CO	07/20/2026	P12077	255.97
10-180-531000	FIRE E81 DISMOUNT AND MOUNT TIRES	WENTWORTH TIRE SERVICE	07/28/2026	40099564	132.00
10-180-531000	FIRE 081 PLATE MARKER LIGHT, COOL	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	161.66
10-180-531000	PW 94 RADIATOR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	895.00
10-180-531000	PW 90 AIR FILTER RETURNED	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	(98.84)
10-180-531000	STOCK FILTERS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	463.60
10-180-531000	PW 1 CORE RETURN	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	(30.00)
10-180-531000	PW 42 FILTERS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	42.04
10-180-531000	PD 197 FUEL PUMP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	207.29
10-180-531000	PD 1894 THERMOSTAT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	33.91
10-180-531000	PD GENERATOR 333 OIL FILTER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	12.99
10-180-531000	VILLAGE HALL GENERATOR 60 OIL AND	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	27.80

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GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 10 CORPORATE FUND					
Department: 180 GARAGE					
10-180-531000	PW GARAGE 56 OIL AND FILTER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	27.80
10-180-531000	FLEET 58 GENERATOR OIL AND FILTER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	27.80
10-180-531000	60 VILLAGE HALL GENERATOR BATTERY	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	135.99
10-180-531000	FLEET 58 BATTERY FOR GENERATOR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	135.99
10-180-531000	RETURNED FUEL FILTER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	(9.78)
10-180-531000	STOCK BRAKE PADS FOR PD DURANGOS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	144.64
10-180-531000	PD 185 STARTER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	203.65
10-180-531000	STOCK WIPER BLADE 2	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.98
10-180-531000	PD 196 REPLACE A/C COMPRESSOR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	2,695.40
10-180-531000	PW 23 REAR TAIL LIGHTS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.00
10-180-531000	STOCK 3 EXHAUST CLAMPS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	11.64
10-180-531000	ENGINE MOTOR MOUNT, STOCK PD DURA	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	64.37
10-180-531000	PD 187 REPAIR WINDOW CHIP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	128.75
10-180-531000	FIRE 081 REPLACEMENT EVAPORATOR C	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,157.90
10-180-531000	PD 185 STARTER CORE RETURN CREDIT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	(46.00)
10-180-531000	JB WELD REPIAR SAW	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.00
10-180-531000	2 FUEL INJECTORS DODG	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	168.40
10-180-532200	REPLACEMENT TOOL BOX KEY	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	27.00
10-180-539900	TIRE REAPIR CEMENT 2 BOTTLES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	17.58
10-180-539900	6 TUBES SILICONE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	45.54
Total Department 180 GARAGE					11,144.81
Department: 190 ENGINEERING					
10-190-529200	ANNUAL TRAFFIC CAMERA SOFTWARE SU	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,400.00
Total Department 190 ENGINEERING					1,400.00
Department: 207 POLICE-RECORDS					
10-207-520207	TICKETS FOR SGT HRUBY STAFF & COM	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	120.00
10-207-520207	FUEL - PENSION MEETING - GALENA,	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	75.40
10-207-520207	MEAL REIMBURSEMENT- STAFF & COMMA	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	21.83
10-207-520207	MEAL REIMBURSEMENT- STAFF & COMMA	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.11
10-207-520207	MEAL REIMBURSEMENT- STAFF & COMMA	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	17.26
10-207-520207	MEAL REIMBURSEMENT- STAFF & COMMA	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.11
10-207-520207	MEAL REIMBURSEMENT- STAFF & COMMA	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	20.97
10-207-520207	MEAL REIMBURSEMENT- STAFF & COMMA	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	24.74
10-207-520207	FUEL - PENSION MEETING - GALENA,	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	68.38
10-207-520207	MEAL REIMBURSEMENT- LESS THAN LET	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	13.24
10-207-520207	HOTEL FOR LESS THAN LETHAL TRAINI	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	124.85
10-207-520207	HOTEL FOR LESS THAN LETHAL TRAINI	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	124.85
10-207-520207	TRAINING FOR OFFICERS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	333.52
10-207-520207	FUEL - PENSION MEETING - GALENA,	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	25.00
10-207-520207	CHIEF CHAT GPT NO REC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	20.00
10-207-520207	LESS THAN LETHAL TRAINING	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	15.35
10-207-521000	EMPLOYEE CELL PHONES	VERIZON WIRELESS	07/19/2026	6149029073	1,153.12
10-207-521000	YOUTUBE TV NO REC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	82.99
10-207-529900-OCS016	BACKGROUND CHECK FOR INVESTIGATIO	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	115.60
10-207-529900-OCS042	BWC/TASER/LICENSE	AXON ENTERPRISE INC	07/01/2026	INUS458366	41,290.74
10-207-530100	BODY ARMOR/PATCHES-FULLER	STREICHER'S INC	07/15/2026	1837607	1,227.50
10-207-530100	PATCHES FOR BODY ARMOR/BRUNO	STREICHER'S INC	07/15/2026	1837914	18.24
10-207-530100	BODY ARMOR PATCHES/FULLER	STREICHER'S INC	07/15/2026	1837915	18.24

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/28/2026 - 08/03/2026

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 10 CORPORATE FUND					
Department: 207 POLICE-RECORDS					
10-207-530100	BODY ARMOR PATCHES/O'BRIEN	STREICHER'S INC	07/15/2026	1837916	18.24
10-207-530100	BODY ARMOR PATCHES/BASILE	STREICHER'S INC	07/15/2026	1837917	18.24
10-207-530100	BODY ARMOR PATCHES/ST. CLAIR	STREICHER'S INC	07/16/2026	1837921	18.24
10-207-532009	FOOD FOR K9 LUKE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	117.42
10-207-539900	EVIDENCE BAG/RIFLE/KNIFE/GUN BOX	TRI-TECH FORENSICS INC	07/27/2026	01376071	311.76
10-207-539900	CAMERA TRI POD FOR DETECTIVE DIV	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	26.00
10-207-539900	RING CAMERA FOR DETECTIVE DIV	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.99
10-207-539900	REFRESHMENTS FOR STUDENT RAFFLE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	31.99
10-207-539900	PIZZA FOR STUDENT RAFFLE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	122.25
Total Department 207 POLICE-RECORDS					45,634.17
Department: 211 FIRE					
10-211-521001	PERS DEVICE PHONE REIMB JUN 26	STAPLETON, STEVEN	06/01/2026	JUN 26	24.99
10-211-521001	PERS DEVICE USAGE REIMB JUN 26	STAPLETON, STEVEN	06/01/2026	JUN 26	24.99
10-211-521001	MDT AND IPADS MONTHLY SERVICE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	480.30
10-211-528001	FACILITY LEASE & OPERATING COSTS	DU-COMM	07/10/2026	20013	793.82
10-211-528001	QTRLY SHARES 8.1.26-10.31.26	DU-COMM	07/10/2026	20058	27,780.75
10-211-529901	AMBULANCE BILLING FEES - JUNE 202	PARAMEDIC BILLING SERVICES	07/15/2026	JUN26	8,319.29
10-211-529901	FIRE NORTH GENERATOR OIL AND FILT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	33.75
10-211-529901	MASK BAG EMBROIDERY (3) & BAG TAG	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	90.00
10-211-529901	MEETING TRANSCRIPTION MONTHLY SER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.75
10-211-529901	MASK IDENTIFIER - JI	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	20.00
10-211-529901	IDPH LICENSING - AMBULANCE & PROV	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	76.69
10-211-530101	BUNKER GEAR & PPE WASH	AIR ONE EQUIPMENT INC	07/23/2026	239041	142.00
10-211-531401	PAPER TOWELS, DISH SOAP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	256.90
10-211-531401	C-FOLD TOWELS & SOAP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	249.60
10-211-531501	#12 SCREW SET	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	14.80
10-211-531501	ST. 81 LARGE MAP FRAME	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	179.43
10-211-539901	THERAPY OXYGEN CYLINDER	TERRACE SUPPLY COMPANY	07/20/2026	0071111406	20.68
10-211-539901	THERAPY OXYGEN CYLINDER	TERRACE SUPPLY COMPANY	07/20/2026	0071111411	54.17
10-211-539901	THERAPY OXYGEN CYLINDER	TERRACE SUPPLY COMPANY	07/21/2026	0071111471	54.17
10-211-539901	MERIT/SWAT SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	862.81
10-211-539901	UP RAILROAD RTF CLEANUP CREW COFF	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	26.49
10-211-539901	UP RAILROAD RTF CLEANUP CREW DONU	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	45.00
10-211-539901	ARDMORE SCHOOL RAFFLE WINNER REFR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	13.88
10-211-539901	ARDMORE SCHOOL RAFFLE WINNER LUNC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	140.16
10-211-539901	REBAR FOR TRAINING	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	55.68
10-211-539901	OFFICER MEETING REFRESHMENTS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	25.00
Total Department 211 FIRE					39,805.10
Department: 240 GARBAGE					
10-240-299004	MAY 2026 GARBAGE AND RECYCLING	LRS LLC	05/27/2026	LR12899359	159,415.85
Total Department 240 GARBAGE					159,415.85
Department: 251 PUBLIC WORKS					
10-251-520201	TRAINING	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	784.00
10-251-520201	LUNCH FOR NEW HIRE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	160.33
10-251-528628	BIOMIST 3+15 TRUCK ULV	CLARKE ENVIRONMENTAL MOSQU	07/27/2026	1040134	6,774.50
10-251-529901	GOOGLE WORKSPACE MONTHLY SUBSCRIP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	48.85
10-251-529901	GOOGLE VOICE MONTHLY SUBSCRIPTION	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	14.83

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GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 10 CORPORATE FUND					
Department: 251 PUBLIC WORKS					
10-251-529901	AUTO REPLENISH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	20.00
10-251-530101	CLOTHES FOR FIELD GUYS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	502.86
10-251-531701	OFFICE SUPPLIES	QUILL CORPORATION	06/03/2026	49141334	66.77
10-251-531701	OFFICE SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	119.99
10-251-539901	NA 5 GAL, HL 2152 FDTP WB WH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	195.14
10-251-539901	SHORTING CAP, BUTTON P/C	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	115.28
10-251-539901	3'', 3'' BENT SCRAPER, TORCH KIT,	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	93.96
10-251-539901	CLEANER HANDLE STL RED 60''	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	47.96
10-251-539901	COUPLE BR53/4FH WASHER HOSE SMART	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	67.57
10-251-539901	CONDUIT 1 XL10	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	323.91
10-251-539901	RAKE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	21.99
10-251-539901	DIRT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	94.00
10-251-539901	DIRT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	94.00
10-251-539901	BIPS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	715.42

Total Department 251 PUBLIC WORKS 10,261.36

Total Fund 10 CORPORATE FUND 381,431.64

Fund: 11 CAPITAL / BUILDING & LAND IMPROVE FUND**Department: 206 BUILDING IMPROVEMENTS**

11-206-540102-FD0001	ST. 81 BASEMENT PAINTING	OMAR PAINTING LLC	07/20/2026	285	9,300.00
11-206-540102-FD0001	ST. 81 KITCHEN SINK & FAUCET	FERGUSON ENTERPRISES INC	07/21/2026	2122897	1,006.96
11-206-540102-FD0001	TEMP ST 81/ICC STEEL PLATE RENTAL	LEE JENSEN SALES CO., INC.	04/17/2026	0017863-02	780.00
11-206-540102-FD0001	ST. 81 PROJECT PAPER TOWEL & SOAP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	375.02
11-206-540102-FD0001	ST. 81 PROJECT WINDOW SHADES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	463.96
11-206-540102-FD0001	ST. 81 ELECTRICAL TAPE, SCREWS, A	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	70.46
11-206-540102-FD0001	ST. 81 MOUNTING TAPE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	40.85

Total Department 206 BUILDING IMPROVEMENTS 12,037.25

Total Fund 11 CAPITAL / BUILDING & LAND IMPROVE FUND 12,037.25

Fund: 19 DUI TECHNOLOGY FUND**Department: 520 CONTRACTUAL**

19-520-540101	CABLE AND WARRANTY FOR SQUAD PRIN CDS OFFICE TECHNOLOGIES		07/29/2026	INV1794090	402.00
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Total Department 520 CONTRACTUAL 402.00

Total Fund 19 DUI TECHNOLOGY FUND 402.00

Fund: 20 ARTICLE 36 STATE FORFEITURE FUND**Department: 521 COMMODITIES**

20-521-529912	AIR TIME CHARGES	EMERGENCY TELEPHONE SYSTEM	07/20/2026	26DEDIRS090-2	1,982.36
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Total Department 521 COMMODITIES 1,982.36

Total Fund 20 ARTICLE 36 STATE FORFEITURE FUND 1,982.36

Fund: 26 TIF 6 FUND-NO ARDMORE/VERMONT**Department: 241 TIF CAPITAL & CONTRACTUAL**

26-241-529901	TERRACE ALLEY CONTRACT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	11.00
26-241-529901	TERRACE ALLEY EXECUTED CONTRACT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	11.00

Total Department 241 TIF CAPITAL & CONTRACTUAL 22.00

Department: 244 TIF 6 & 7 CAPITAL

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GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 26 TIF 6 FUND-NO ARDMORE/VERMONT					
Department: 244 TIF 6 & 7 CAPITAL					
26-244-540101	TERRACE ALLEY (PRIN TO ARD) CONST NARDULLI CONSTRUCTION COMP	07/09/2026 TERRACE ALLEY #01			109,066.45
	Total Department 244 TIF 6 & 7 CAPITAL				109,066.45
	Total Fund 26 TIF 6 FUND-NO ARDMORE/VERMONT				109,088.45
Fund: 32 MFT FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
32-202-521925	0 E WISCONSIN; 5.12.26-6.11.26	CONSTELLATION NEWENERGY IN	06/30/2026	73072474601	9,865.46
32-202-534226	HIGH PERFORMANCE COLD MIX	DUPAGE MATERIALS COMPANY L	07/07/2026	31921	330.00
32-202-534226	HIGH PERFORMANCE COLD MIX	DUPAGE MATERIALS COMPANY L	07/21/2026	32033	330.00
	Total Department 202 EQUIPMENT AND SUPPLIES				10,525.46
	Total Fund 32 MFT FUND				10,525.46
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-529301	FULL VOLUME THURSDAY CONCERT	ESPOSITO, PAUL	07/28/2026	031526	750.00
35-201-529501	VILLA FEST PERFORMER GREG SONIC E	GREGORY FLAMM	07/17/2026	071626	75.00
35-201-529501	SOUND GUY FOR VILLA FEST	TODD KRAUSE	07/18/2026	071826	1,300.00
35-201-529501	KIDS ATTRACTIONS VILLA FEST DEPOS	BOUNCE HOUSES R US LLC	07/29/2026	60386	3,612.64
	Total Department 201 ADMINISTRATION				5,737.64
Department: 216 PRP-BLDG & GROUNDS					
35-216-521916	ROTARY PARK 6.9.26-7.9.26	COMMONWEALTH EDISON CO	07/13/2026	5093259000-7.13	56.91
35-216-522216	RPZ FOR IOWA IRREGATION	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,127.75
35-216-529916	QTR IOWA/DEP FIRE AND BURGLAR MON	SMG SECURITY SYSTEMS INC	06/23/2026	248206	1,840.68
35-216-531416	PARKS JANITORIAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,079.55
35-216-531416	PARKS JANITORIAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	239.40
35-216-531416	VPRC JANITORIAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	465.60
35-216-531416	PARKS JANITORIAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,032.90
35-216-531416	VPRC JANITORIAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,038.80
35-216-531416	VPRC JANITORIAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	46.90
35-216-539916	WOOD STAKES GARDEN PLOTS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	122.04
35-216-539916	POLY ROPE GARDEN PLOTS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	140.35
35-216-539916	BLEACHERS AT LIONS CONCRETE MIX	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	330.92
35-216-539916	PAINT SOCCER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	16.58
35-216-539916	PROPANE CONCERT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	53.98
	Total Department 216 PRP-BLDG & GROUNDS				7,592.36
Department: 235 PROGRAMS					
35-235-520435	SUMMER CAMP WEEK 7 FIELD TRIP	FIRST STUDENT INC.	07/20/2026	SF-622287	770.00
35-235-528135	CY26 PORTABLE TOILET AT GAZEBO AU	SBC WASTE SOLUTIONS INC	07/16/2026	955686	820.00
35-235-528135	CY26 PORTABLE TOILET AT ICC PLAYG	SBC WASTE SOLUTIONS INC	07/16/2026	955690	90.00
35-235-528135	CY26 PORTABLE TOILET AT NORTH TER	SBC WASTE SOLUTIONS INC	07/16/2026	955687	90.00
35-235-528135	CY26 PORTABLE TOILET SERVICES TOT	SBC WASTE SOLUTIONS INC	07/16/2026	955685	90.00
35-235-528135	CY26 PORTABLE TOILET AT VILLA TOT	SBC WASTE SOLUTIONS INC	07/16/2026	956120	90.00
35-235-529735	CY26 SUMMER BASKETBALL OFFICIATIN	OFFICIAL FINDERS LLC	07/20/2026	508229	240.00
35-235-529935	FACE PAINTER FOR BIG RIGS AND KID	PATRICK WEBIE	04/13/2026	000095	300.00
35-235-529935	CY26 CONTRACTUAL YOUTH ATHLETICS	COOK, NATHAN	07/27/2026	16	1,092.00
35-235-529935	YOUTH CONTRACTUAL CULINARY CLASS	ICOOK INC	07/13/2026	20260713581	920.00
35-235-529935	SCHEDULING SOFTWARE FOR VPRC FRON	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	95.00

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GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 35 RECREATION FUND					
Department: 235 PROGRAMS					
35-235-529935	EARLY CHILDHOOD CONTRACTUAL PROGR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	165.00
35-235-529935	SPRING SOCCER SCORES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	21.00
35-235-531135	ADDITIONAL CAMP SHIRTS	HOLY COW SPORTS INC	07/14/2026	261147	254.00
35-235-531135	DINING DESTINATIONS SENIOR TRIP4/	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	345.85
35-235-531135	SENIOR BUS TRIP-PLAY AT COD 5/31	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	50.50
35-235-531135	SENIOR PROGRAM SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	64.37
35-235-531135	INDOOR GOLF-MOM/SON EVENT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	491.66
35-235-531135	DONUTS 4/29 DONUT BINGO	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	23.94
35-235-531135	LET'S DO LUNCH CARRYOUT 4/30	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	162.64
35-235-531135	SUPPLIES-MOM/SON EVENT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	5.88
35-235-531135	SUPPLIES-MOM/SON AND NATIONAL DAY	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	59.35
35-235-531135	BINGO PRIZES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	12.50
35-235-531135	SUPPLIES-PANCAKE BREAKFAST	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.22
35-235-531135	ANT TRAPS-FORD FOCUS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	8.99
35-235-531135	BINGO PRIZES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	63.72
35-235-531135	PRIZES/GROCERIES MAY BIRTHDAY LUN	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	58.11
35-235-531135	DONUTS 5/13 DONUT BINGO	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.98
35-235-531135	GROCERIES-MAY BIRTHDAY LUNCH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	2.30
35-235-531135	GROCERIES-MAY BIRTHDAY LUNCH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	28.78
35-235-531135	BINGO PRIZES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	60.79
35-235-531135	SUPPLIES-BOUQUET CLASS 5/20	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	39.61
35-235-531135	SUPPLIES-BOUQUET CLASS 5/20	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	98.30
35-235-531135	LET'S DO LUNCH CARRYOUT 5/21	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	255.00
35-235-531135	MAY MYSTERY TRIP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	0.06
35-235-531135	MAY MYSTERY TRIP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	64.94
35-235-531135	TICKET-PLAY AT COD 5/31	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	50.50
35-235-531135	MAY MYSTERY TRIP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	212.03
35-235-531135	DINING DESTINATIONS SENIOR TRIP 5	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	419.74
35-235-531135	BIKE RODEO GIVE-A-WAYS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	307.43
35-235-531135	MATERIALS FOR THEATER PROGRAM	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	87.35
35-235-531135	MOM SON NIGHT SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	29.00
35-235-531135	PRESCHOOL PICTURES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	3.31
35-235-531135	PRESCHOOL GRADUATION SUPPLIES/PRE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	42.49
35-235-531135	PRESCHOOL END OF THE YEAR PICNIC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	101.55
35-235-531135	PRESCHOOL END OF THE YEAR PICNIC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	55.60
35-235-531135	SENIORS-NATIONAL DAY SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	63.53
35-235-531135	SENIORS-LET'S DO LUNCH CARRYOUT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	177.86
Total Department 235 PROGRAMS					8,523.88
Total Fund 35 RECREATION FUND					21,853.88

Fund: 36 PARKS FUND

Department: 202 EQUIPMENT AND SUPPLIES

36-202-530402	PARTS FOR WATERING TRUCK	LOMBARD ACE HARDWARE (GENE	07/24/2026	266874	8.59
36-202-530402	PARTS FOR WATERING TRUCK	LOMBARD ACE HARDWARE (GENE	07/23/2026	266857	25.77
36-202-530402	MULCH FOR PRARIE PATH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	220.00
36-202-530402	WESTMORE PARK MULCH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	600.00
36-202-530402	POOL MULCH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	220.00
36-202-530402	POOL MULCH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	220.00
36-202-530502	ROUND UP FOR WEEDS	CENTRAL IRRIGATION SUPPLY	07/23/2026	47607576-00	135.20

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Fund: 36 PARKS FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
36-202-531502	ELECTRIC SPRAYER WATER TANK	GRAINGER	07/22/2026	801634130	269.72
36-202-532202	SHOP TOOLS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	175.95
36-202-532202	SHOP TOOLS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	76.41
36-202-532502	LIGHT TORO	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	160.83
36-202-539902	SHOP TRAILER HITCH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	31.98
36-202-539902	MULCH POOL	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	220.00
36-202-539902	MULCH POOL	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	220.00
36-202-539902	CHARGER FOR HEAD LIGHT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	57.97
36-202-539902	OFFICE WATER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	87.07
Total Department 202 EQUIPMENT AND SUPPLIES					2,729.49
Total Fund 36 PARKS FUND					2,729.49
Fund: 41 SWIMMING POOL & REC FUND					
Department: 203 MAINTENANCE					
41-203-521900	JEFF POOL 6.10.26-7.10.26	COMMONWEALTH EDISON CO	07/16/2026	2366708000-7.16	2,037.59
41-203-522200	PARTS FOR POOL HEATER PIPING	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	77.37
41-203-522200	VALVE FOR POOL HEAER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	702.46
41-203-522200	PARTS FOR LUFKIN SPLASH PAD	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	738.91
41-203-529900	MAIN POOL CONTROLLER TROUBLESHOOT	AQUA PURE ENTERPRISES INC	06/26/2026	0158861-IN	580.00
41-203-530200	POOL CHEMICALS	AQUA PURE ENTERPRISES INC	07/20/2026	0159161-IN	4,590.35
41-203-530200	POOL FILTER CLEANER	AQUA PURE ENTERPRISES INC	07/16/2026	0159102-IN	478.11
41-203-531400	JANITORAL SUPPLIES POOL	CASE LOTS INC	07/23/2026	32310	349.25
41-203-531400	POOL JANITORAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,551.90
41-203-531400	POOL JANITORAL SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	2,686.05
41-203-531500	PARTS FOR LUFKIN SLASH PAD	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	972.00
41-203-532503	POOL TESTER KITS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	229.76
41-203-532503	POOL EST BLCK 2000	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	19.39
41-203-532503	POOL FLAT BRUSH MARINE ADHESIVE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	55.73
41-203-532503	POOL FLEX PASTE RESUSE TAPE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	44.69
41-203-532503	POOL 24X36	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	59.99
41-203-532503	POOL FLEX VAC HEAD HOSE POLE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	183.56
41-203-532503	POOL BALLAST	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	47.74
41-203-532503	POOL FOLDING CART WASHER KIT BLOT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	89.95
41-203-532503	POOL PUMP ISAMP PLUGS GRID KIT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	56.49
41-203-532503	POOLL CORD GRIP KIT FOR PUMP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	32.92
41-203-532503	POOL 1 1/2 PVC	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	21.18
41-203-532503	POOL HOSE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	67.85
41-203-532503	PAINT POOL FLOORS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	692.89
Total Department 203 MAINTENANCE					16,366.13
Department: 301 POOL&REC-ADMIN					
41-301-520201	LEARN TO SWIM FACILITY FEE	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	315.00
41-301-531701	SCHEDULING SOFTWARE FOR VPRC FRON	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	95.00
Total Department 301 POOL&REC-ADMIN					410.00
Department: 302 POOL					
41-302-530102	POOL STAFF UNIFORM SWIM SUITS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,261.95
41-302-530102	POOL STAFF SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	486.45
41-302-530102	POOL STAFF UNIFORM SWIM SUITS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	382.33
41-302-531102	KEYS FOR POOL MANAGERS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	74.85

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/28/2026 - 08/03/2026

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
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Fund: 41 SWIMMING POOL & REC FUND

Department: 302 POOL

Total Department 302 POOL 2,205.58

Total Fund 41 SWIMMING POOL & REC FUND 18,981.71

Fund: 60 STREET IMPROVEMENT FUND

Department: 210 CONTRACTUAL - SP REV FUNDS

60-210-529210	VILLA (WILDWOOD TO IL 64) PHASE 2	CIVILTECH ENGINEERING INC	07/02/2026	57540	20,974.95
60-210-529210	ARDMORE (IL 38 TO IL 64) PHASE 1	CIVILTECH ENGINEERING INC	07/04/2026	57559	11,584.35
60-210-529210	ADAMS & FRANK RESURFACING PH 1 &	EDWIN HANCOCK ENGINEERING	05/01/2026	26-0395	17,950.00
60-210-529210	ADAMS & FRANK RESURFACING PH 1 &	EDWIN HANCOCK ENGINEERING	05/31/2026	26-0462	10,900.00
60-210-529210	ADAMS & FRANK RESURFACING PH 3 CE	V3 COMPANIES OF ILLINOIS	06/10/2026	10526833	2,942.97
60-210-529210	ADAMS & FRANK RESURFACING PH 3 CE	V3 COMPANIES OF ILLINOIS	07/07/2026	10626504	630.64
60-210-529210-E00005	HIGHLAND (PRIN TO VILL) PHASE 3 C	V3 COMPANIES OF ILLINOIS	02/13/2026	10126331	6,669.75
60-210-529210-E00007	HARVARD & JACKSON RESURFACING PHA	V3 COMPANIES OF ILLINOIS	02/12/2026	10126295	6,287.04
60-210-529210-E00007	HARVARD & JACKSON RESURFACING PHA	V3 COMPANIES OF ILLINOIS	04/06/2026	10326405	17,251.37
60-210-529210-E00007	HARVARD & JACKSON RESURFACING PHA	V3 COMPANIES OF ILLINOIS	05/04/2026	10426509	2,826.63
60-210-529210-E00007	HARVARD & JACKSON RESURFACING CCD	V3 COMPANIES OF ILLINOIS	07/07/2026	10626503	4,850.64
60-210-529910	ROOSEVELT & SUMMIT PROJECT	TREASURER, STATE OF ILLINO	05/01/2026	127550	16,951.66
60-210-529910	ADAMS & FRANK CONTRACT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	11.95

Total Department 210 CONTRACTUAL - SP REV FUNDS 119,831.95

Department: 603 REFERENDUM 2014

60-603-529203	BIERMANN & MYRTLE PROJECT PHASE 2	STRAND ASSOCIATES INC.	05/14/2026	0238862	18,480.26
60-603-529203	BIERMANN & MYRTLE PROJECT PHASE 2	STRAND ASSOCIATES INC.	06/11/2026	0240383	3,755.78
60-603-529203	HARVARD & JACKSON RESURFACING PHA	BLA, INC.	05/31/2026	24735-1	8,555.00
60-603-529203	HARVARD & JACKSON RESURFACING PHA	BLA, INC.	06/30/2026	24804-2	27,500.00
60-603-529203-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	02/13/2026	10126333	2,636.18
60-603-529203-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	03/10/2026	10226479	3,042.66
60-603-529203-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	04/06/2026	10326406	3,499.80
60-603-529203-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	05/04/2026	10426510	1,532.74
60-603-529903	HARVARD & JACKSON CONTRACT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	11.95

Total Department 603 REFERENDUM 2014 69,014.37

Total Fund 60 STREET IMPROVEMENT FUND 188,846.32

Fund: 65 EQUIPMENT REPLACEMENT FUND

Department: 202 EQUIPMENT AND SUPPLIES

65-202-539900	PD 191 NEW CAR LIGHT BAR	FLEET SAFETY SUPPLY	07/20/2026	87463	2,983.50
65-202-539900	OPTICON FOR DC PAGAN CAR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	1,004.00
65-202-539900	FLOOR MATS FOR DC PAGAN CAR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	226.90
65-202-539900	WINDOW TINTS FOR DC PAGAN CAR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	150.00
65-202-539900	REMOTE START FOR DC PAGAN CAR	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	550.00

Total Department 202 EQUIPMENT AND SUPPLIES 4,914.40

Total Fund 65 EQUIPMENT REPLACEMENT FUND 4,914.40

Fund: 68 STORMWATER BUYOUT FUND

Department: 202 EQUIPMENT AND SUPPLIES

68-202-529202	PERMITTING; PRINCETON N 0904	V3 COMPANIES OF ILLINOIS	06/10/2026	10526814	5,404.91
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Total Department 202 EQUIPMENT AND SUPPLIES 5,404.91

Department: 210 CONTRACTUAL - SP REV FUNDS

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/28/2026 - 08/03/2026

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 68 STORMWATER BUYOUT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529210-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	02/13/2026	10126333	7,908.52
68-210-529210-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	03/10/2026	10226479	9,128.00
68-210-529210-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	04/06/2026	10326406	10,499.43
68-210-529210-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	05/04/2026	10426510	4,598.22
Total Department 210 CONTRACTUAL - SP REV FUNDS					32,134.17
Total Fund 68 STORMWATER BUYOUT FUND					37,539.08
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-520201	TRAINING	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	784.00
82-201-521001	JUNE 2026 CELL PHONE USAGE	JESSEN, DENNIS	06/21/2026	2026 JUNE CELL PHON	49.98
82-201-521001	MAY - JUNE - JULY 2026 CELL PHONE	YOUNG, JASON	06/15/2026	2026 MAY- JUL CELL	149.94
82-201-521001	JULY 2026 CELL PHONE USAGE	JESSEN, DENNIS	07/21/2026	2026 JULY CELL PHON	49.98
82-201-529901	INTERNET SERVICE 7.15 TO 8.14	COMCAST	07/15/2026	277794028	125.56
82-201-531701	OFFICE SUPPLIES	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	36.79
82-201-532101	JUNE 2026 WATER UASAGE (50,376)	DUPAGE WATER COMMISSION	06/30/2026	2026 JUNE WATER PUM	296,714.64
82-201-539901	SNACKS FOR SNACK BASKET	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	297.39
82-201-539901	SNACKS FOR SNACK BASKET	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	55.75
Total Department 201 ADMINISTRATION					298,264.03
Department: 202 EQUIPMENT AND SUPPLIES					
82-202-521902	WTR/SWR 5.8.26-7.13	COMMONWEALTH EDISON CO	07/13/2026	1698436000-7.13	291.31
82-202-521902	WTR/SWR 5.8.26-6.9.6	COMMONWEALTH EDISON CO	06/11/2026	1698436000-7.14	126.09
82-202-527402	6" WATER METER FOR "THE UNION"	CORE & MAIN	07/07/2026	Z242031	6,672.00
82-202-529202	BIERMANN & MYRTLE PROJECT PHASE 2	STRAND ASSOCIATES INC.	05/14/2026	0238862	16,916.54
82-202-529202	BIERMANN & MYRTLE PROJECT PHASE 2	STRAND ASSOCIATES INC.	06/11/2026	0240383	3,437.98
82-202-529302	LEAD & COPPER WATER SAMPLES	PACE ANALYTICAL SERVICES L	07/22/2026	267220946	175.00
82-202-529902	AVL MONTHLY SUBSCRIPTION	PRECISE MRM LLC	07/23/2026	200-2014421	610.00
82-202-529902	GENERATOR 50 ENGINE OIL VILLA A	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	29.75
82-202-529902	NORTH AND VILLA 51 GENERATOR OIL	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	33.75
82-202-529902	NORTH AND KRAMER 59 OIL AND FILT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	33.75
82-202-529902	NORTH AND YALE 52 OIL AND FILTER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	33.75
82-202-529902	CORNELL WELL 53 OIL FILTER	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	26.38
82-202-535202	WATERMAIN REPAIR SLEEVE'S	CORE & MAIN	07/14/2026	Z372058	2,730.00
82-202-535302	BRASS & B-BOX'S FOR STOCK	CORE & MAIN	07/08/2026	Z320546	8,087.10
82-202-539902	PAID OFF HOUSE ACT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	8.05
82-202-539902	ICE 20LBS	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	29.95
82-202-539902	BALL VALVE BRS FIP 3/4''	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	59.97
82-202-539902	SECTION KEYAWAY	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	64.90
Total Department 202 EQUIPMENT AND SUPPLIES					39,366.27
Total Fund 82 WATER SUPPLY FUND					337,630.30
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
83-201-529901	INTERNET SERVICE 7.15 TO 8.14	COMCAST	07/15/2026	277794028	125.56
83-201-530301	ANNUAL NPDES FEE	ILLINOIS EPA	06/15/2026	IL0033618 (A)	7,500.00
Total Department 201 ADMINISTRATION					7,625.56
Department: 202 EQUIPMENT AND SUPPLIES					

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/28/2026 - 08/03/2026

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 83 WASTEWATER FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
83-202-521902	NORTH & YALE 5.29.26-6.29.26	COMMONWEALTH EDISON CO	06/29/2026	2251554000-6.29	638.17
83-202-521902	900 N VILLA 5.29.26-6.29.26	COMMONWEALTH EDISON CO	06/29/2026	4884025000-6.29	832.09
83-202-529202	BIERMANN & MYRTLE PROJECT PHASE 2	STRAND ASSOCIATES INC.	05/14/2026	0238862	1,137.25
83-202-529202	BIERMANN & MYRTLE PROJECT PHASE 2	STRAND ASSOCIATES INC.	06/11/2026	0240383	231.13
83-202-529902	AVL MONTHLY SUBSCRIPTION	PRECISE MRM LLC	07/23/2026	200-2014421	610.00
83-202-529902	REPLACE POWER SUPPLY ON THIRD RAC	TRI-R SYSTEMS INC	07/24/2026	006781	1,145.00
83-202-529902	REPROGRAM PLC AT N YALE LIFT STAT	TRI-R SYSTEMS INC	07/24/2026	006782	570.00
83-202-529902	INSTALL GUIDE BRACKET FOR S. VILL	FLOW TECHNICS	06/30/2026	INV26-000341	182.89
83-202-530202	SEWER DEGREASER	DUKE'S ROOT CONTROL INC	07/14/2026	43413	6,720.00
83-202-530202	CHLORINE TANK RENTAL	ALEXANDER CHEMICAL CORP	06/30/2026	109582	66.00
83-202-535602	RETURN	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	(110.00)
83-202-535602	8'' PVC GASKET, 8'' REAPRI COIPLN	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	273.21
83-202-539902	PAINT	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	18.97
83-202-539902	FLAT TOP	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	360.00
83-202-539902	CLOTH	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	4.59
83-202-539902	LATEX, EXAM , POWDER-FREE HD 12''	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	264.00
83-202-540102	AIR RECEIVER SURGE TANK	U.S. BANK PCARDS	05/05/2026	MAY 2026 PCARD	405.95
Total Department 202 EQUIPMENT AND SUPPLIES					13,349.25
Total Fund 83 WASTEWATER FUND					20,974.81

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/28/2026 - 08/03/2026

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
--- TOTALS BY FUND ---					
		10	CORPORATE FUND		381,431.64
		11	CAPITAL / BUILDING & LAND IMP		12,037.25
		19	DUI TECHNOLOGY FUND		402.00
		20	ARTICLE 36 STATE FORFEITURE F		1,982.36
		26	TIF 6 FUND-NO ARDMORE/VERMONT		109,088.45
		32	MFT FUND		10,525.46
		35	RECREATION FUND		21,853.88
		36	PARKS FUND		2,729.49
		41	SWIMMING POOL & REC FUND		18,981.71
		60	STREET IMPROVEMENT FUND		188,846.32
		65	EQUIPMENT REPLACEMENT FUND		4,914.40
		68	STORMWATER BUYOUT FUND		37,539.08
		82	WATER SUPPLY FUND		337,630.30
		83	WASTEWATER FUND		20,974.81
		Total For All Funds:			1,148,937.15

United has 8-3-26 Answer 7-31-26

BILL LISTING TO BE PRESENTED TO
THE VILLAGE BOARD OF TRUSTEES
ON 8.10.26 CY WEEKLY CHECK RUN
DATED 8.10.26

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK
EXP CHECK RUN DATES 08/04/2026 - 08/10/2026
POSTED AND UNPOSTED
OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
Fund: 10 CORPORATE FUND					
Department: 000					
10-000-210001	ADMIN FEE	CARLOS LOZADA	08/06/2026	10-00640-04	1.68
10-000-210001	GARBAGE	CARLOS LOZADA	08/06/2026	10-00640-04	22.48
10-000-210001	RECYCLING SURCHARGE	CARLOS LOZADA	08/06/2026	10-00640-04	0.42
10-000-210001	ADMIN FEE	DANIEL STEFANCZUK	08/06/2026	10-08890-07	6.00
10-000-210001	GARBAGE	DANIEL STEFANCZUK	08/06/2026	10-08890-07	80.54
10-000-210001	RECYCLING SURCHARGE	DANIEL STEFANCZUK	08/06/2026	10-08890-07	1.45
10-000-210001	GARBAGE	CARLOS CRUZ	08/06/2026	13-14250-01	40.06
10-000-210001	ADMIN FEE	CARLOS CRUZ	08/06/2026	13-14250-01	3.01
10-000-210001	RECYCLING SURCHARGE	CARLOS CRUZ	08/06/2026	13-14250-01	0.74
10-000-210001	GARBAGE	DENIS KESEROVIC	08/06/2026	10-04180-03	36.25
10-000-210001	ADMIN FEE	DENIS KESEROVIC	08/06/2026	10-04180-03	2.72
10-000-210001	RECYCLING SURCHARGE	DENIS KESEROVIC	08/06/2026	10-04180-03	0.68
10-000-210001	GARBAGE	BRYCE JOHNSON	08/06/2026	12-01000-01	0.14
10-000-210001	GARBAGE	BRYCE JOHNSON	08/06/2026	12-01000-01	4.53
10-000-210001	ADMIN FEE	BRYCE JOHNSON	08/06/2026	12-01000-01	0.34
10-000-210001	RECYCLING SURCHARGE	BRYCE JOHNSON	08/06/2026	12-01000-01	0.08
10-000-210001	GARBAGE	SARAH J. PINGEL	08/06/2026	13-13360-01	20.08
10-000-210001	ADMIN FEE	SARAH J. PINGEL	08/06/2026	13-13360-01	1.51
10-000-210001	RECYCLING SURCHARGE	SARAH J. PINGEL	08/06/2026	13-13360-01	0.38
10-000-210001	ADMIN FEE	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	1.52
10-000-210001	GARBAGE	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	20.22
10-000-210001	RECYCLING SURCHARGE	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	0.38
10-000-210001	ADMIN FEE	CHRISTOPHER R. NIED	08/06/2026	12-02290-02	5.05
10-000-210001	GARBAGE	CHRISTOPHER R. NIED	08/06/2026	12-02290-02	67.22
10-000-210001	RECYCLING SURCHARGE	CHRISTOPHER R. NIED	08/06/2026	12-02290-02	1.25
10-000-210001	ADMIN FEE	JOSEPH HAACK	08/06/2026	12-00480-15	2.32
10-000-210001	GARBAGE	JOSEPH HAACK	08/06/2026	12-00480-15	30.78
10-000-210001	RECYCLING SURCHARGE	JOSEPH HAACK	08/06/2026	12-00480-15	0.57
10-000-210001	ADMIN FEE	EVA GARCIA	08/06/2026	11-08950-05	1.04
10-000-210001	GARBAGE	EVA GARCIA	08/06/2026	11-08950-05	13.60
10-000-210001	RECYCLING SURCHARGE	EVA GARCIA	08/06/2026	11-08950-05	0.27
10-000-210508	ROWBOND2026-0001 - BP2026-0158	SCOTTISH PLUMBER, THE	07/31/2026	ROWBOND2026-0001	1,200.00
10-000-210508	PIS2025-0008 - BP2025-0207	SURINDER KALSI	07/31/2026	PIS2025-0008	599.00
10-000-210508	ECS2025-0008 - BP2025-0207	SURINDER KALSI	07/31/2026	ECS2025-0008	275.70
10-000-210508	SS2025-0009 - BP2025-0207	SURINDER KALSI	07/31/2026	SS2025-0009	798.60
10-000-210508	ROWBOND2026-0012 - BP2026-1221	MIDLAND PLUMBING & SEWER	08/03/2026	ROWBOND2026-0012	1,200.00
10-000-443100	BUILDING PERMITS	DEL CONCRETE CONSTRUCTION	08/03/2026	PIS2026-0007	900.00
Total Department 000					5,340.61
Department: 110 PUBLIC AFFAIRS					
10-110-529900	VIDEOGRAPHER SERVICES-INTEGRATE S	SUNCOM.TV	06/27/2026	5109	2,500.00
10-110-529900	BOARD & COMMISSION MEETING VIDEOS	SUNCOM.TV	06/13/2026	5107	3,850.00
10-110-529900	BOARD AND COMMISSION MEETING VIDE	SUNCOM.TV	06/16/2026	5095	4,550.00
10-110-565600	PSYCHOLOGICAL TESTING - JH, NB	C.O.P.S AND F.I.R.E PERSON	07/31/2026	2656	1,250.00
10-110-565600	FD BACKGROUND INVESTGATIONS - AE	CLS BACKGROUND INVESTIGATI	08/02/2026	15092	561.75
10-110-565600	PSYCHOLOGICAL TESTING - AP	C.O.P.S AND F.I.R.E PERSON	08/04/2026	2666	625.00
Total Department 110 PUBLIC AFFAIRS					13,336.75
Department: 121 INFORMATION TECHNOLOGY					
10-121-527001	DESKTOP COMPUTERS	DELL MARKETING LP	07/22/2026	10884440507	22,884.60

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Fund: 10 CORPORATE FUND					
Department: 121 INFORMATION TECHNOLOGY					
10-121-529901	LOG SOFTWARE RENEWAL	ZOHO CORPORATION	07/24/2026	5020050091	7,246.00
10-121-529901	BACKUP SOFTWARE AND OFFSITE STORA	NOBLETEC LLC	07/30/2026	C26351	8,181.70
Total Department 121 INFORMATION TECHNOLOGY					38,312.30
Department: 140 COMMUNITY DEVELOPMENT					
10-140-521000	WIRELESS SERVICE FROM 06/21/26 to	T-MOBILE USA (PW)	06/21/2026	205079815-2607	21.84
10-140-531700	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	08/01/2026	1MGW-T9X1-D6QX	47.98
Total Department 140 COMMUNITY DEVELOPMENT					69.82
Department: 150 CENTRAL SERVICES					
10-150-528100	LEASE PAYMENT 8.24.26-11.23.26	QUADIENT LEASING USA INC	07/23/2026	Q2463198	708.13
10-150-529900	2026 ANNUAL MEMBERSHIP	IAPD	07/24/2026	DUES2026	245.67
10-150-531700	COPIER PAPER	WAREHOUSE DIRECT	08/03/2026	6193221-0	918.00
Total Department 150 CENTRAL SERVICES					1,871.80
Department: 180 GARAGE					
10-180-530900	GASOLINE PURCHASE 6,000 GALLONS	AL WARREN OIL COMPANY INC	08/03/2026	W1867883	21,711.00
10-180-530900	DIESEL PURCHASE 2,000 GALLONS	AL WARREN OIL COMPANY INC	08/03/2026	W1867884	9,492.80
10-180-531000	PW 15,21 PINS TO HOLD BUCKET TEET	WEST SIDE TRACTOR SALES CO	07/28/2026	N90013	71.90
10-180-531000	2" WATER PUMP BODY HOUSING	AMAZON CAPITAL SERVICES	08/01/2026	1CJJ-QXQX-6FJ6	37.99
10-180-531000	TRQ PASSENGER SIDE INNER FENDER L	AMAZON CAPITAL SERVICES	08/01/2026	1CJJ-QXQX-6FJ6	44.95
10-180-539900	2 BOLTS	LOMBARD ACE HARDWARE (GENE	07/31/2026	266945	1.50
10-180-539900	EXTRA HEAVY DUTY CURTIN	AMAZON CAPITAL SERVICES	08/01/2026	1CJJ-QXQX-6FJ6	16.99
Total Department 180 GARAGE					31,377.13
Department: 207 POLICE-RECORDS					
10-207-520207	OSHA TRAINING	POLICE LAW INSTITUTE	05/07/2026	26068	75.00
10-207-521000	WAVE APP 8/1/26-7/31/27	MOTOROLA SOLUTIONS INC	08/01/2026	9643520250804	615.00
10-207-526301	POST RETIREMENT BENEFIT AUGUST 20	BREGMAN, MARC	08/04/2026	PDRET1-AUG2026	125.00
10-207-526301	POST RETIREMENT BENEFIT AUGUST 20	MCNAMARA, JAMES J	08/04/2026	PDRET2-AUG2026	125.00
10-207-526301	POST RETIREMENT BENEFIT AUGUST 20	SUBJECT, DAVID	08/04/2026	PDRET3-AUG2026	125.00
10-207-529900-OCS009	MUNICIPAL ENFORCEMENT SYSTEM	DACRA ADJUDICATION SYSTEM	07/31/2026	202607015	1,750.00
10-207-529900-OCS019	PHLEBOTOMY SERVICES-VPCC2601430	ILLINOIS PHLEBOTOMY SERVIC	08/05/2026	2851	425.00
10-207-529900-OCS022	FLOCK LPR	FLOCK SAFETY	06/11/2026	96186	6,000.00
10-207-529900-OCS022	FLOCK LPR	FLOCK SAFETY	06/11/2026	96187	6,000.00
10-207-529900-OCS022	FLOCK CAMERAS-LPR	FLOCK SAFETY	08/05/2026	101056	3,000.00
10-207-529900-OCS026	ID SOFTWARE MAINT 10/14/2026-10/1	ITOUCH BIOMETRICS LLC	07/28/2026	8393	1,980.00
10-207-529900-OCS027	UNLIMITED CAR WASH	DELTA SONIC CAR WASH SYSTE	07/31/2026	0040069	15.99
10-207-529900-OCS029	VEHICLE TOW-VPCC2600504	VETERAN'S TOWING & RECOVER	08/03/2026	080626	584.00
10-207-530100	NEW OFFICER UNIFORM ALLOWANCE	HOLLER, JOEL	08/04/2026	08022026	3,500.00
10-207-530100	NEW OFFICER UNIFORM ALLOWANCE	PECHNIK, ANDREW	08/04/2026	08032026	3,500.00
10-207-530100	NEW OFFICER UNIFORM ALLOWANCE	BORYK, NICHOLAS	08/04/2026	08042026	3,500.00
10-207-530300	ANNUAL DUES 7/1/26-6/30/27	ILEAS	07/01/2026	15191	120.00
Total Department 207 POLICE-RECORDS					31,439.99
Department: 211 FIRE					
10-211-526301	POST RETIREMENT BENEFIT AUGUST 20	BARTON, MICHAEL	08/04/2026	FDRET1-AUG2026	125.00
10-211-526301	POST RETIREMENT BENEFIT AUGUST 20	BICKLEY, JAMES	08/04/2026	FDRET2-AUG2026	125.00
10-211-526301	POST RETIREMENT BENEFIT AUGUST 20	BLASKOVICH, ERIC	08/04/2026	FDRET3-AUG2026	125.00
10-211-526301	POST RETIREMENT BENEFIT AUGUST 20	SPARGER, JEFFREY	08/04/2026	FDRET-AUG2026	125.00
10-211-530301	REIMB; FAE TEXTBOOK FOR SE	MAGNUSSEN, VALERIE	07/29/2026	7.29.2026 REIMB	129.99

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Fund: 10 CORPORATE FUND					
Department: 211 FIRE					
10-211-531401	NDC MORNING FRESH, ECOLUTION DEGR	STATE INDUSTRIAL PRODUCTS	07/30/2026	904296532	499.48
10-211-531501	ST. 81 PIPE REPAIR	LOMBARD ACE HARDWARE (FIRE	08/01/2026	266954	5.18
10-211-531501	ST. 81 FLOODING REPAIR PART	VILLA PARK ACE HARDWARE	08/01/2026	25996	52.24
10-211-539901	AED CABLES	STRYKER SALES CORPORATION	07/22/2026	9212940222	602.36
10-211-539901	AED BATTERIES	STRYKER SALES CORPORATION	07/27/2026	9212995090	283.71
10-211-539901	VPFD LOGOED BABY BLANKET - IV	FIREGROUND SUPPLY INC	07/29/2026	41368	52.31
10-211-539901	VPFD LOGOED BABY BLANKET - NP	FIREGROUND SUPPLY INC	07/29/2026	41369	52.31
10-211-539901	BED BUG KILLER	LOMBARD ACE HARDWARE (FIRE	08/02/2026	266958	13.99
10-211-539901	WATER RESCUE SUPPLIES	DJ'S SCUBA LOCKER	05/28/2026	68693	1,648.25
10-211-539901	CANDY FOR STATIONS	MAGNUSSEN, VALERIE	08/04/2026	08.04.2026 REIMB	59.87
Total Department 211 FIRE					3,899.69
Total Fund 10 CORPORATE FUND					125,648.09
Fund: 11 CAPITAL / BUILDING & LAND IMPROVE FUND					
Department: 206 BUILDING IMPROVEMENTS					
11-206-540102-FD0001	FIRE STATION 81 RENOVATIONS & TEM	LITE CONSTRUCTION INC	07/14/2026	APP 9	76,648.85
11-206-540102-REC001	FLOW METER IN BABY POOL NOT OPERA	AQUA PURE ENTERPRISES INC	07/31/2026	0159398-IN	2,296.13
Total Department 206 BUILDING IMPROVEMENTS					78,944.98
Total Fund 11 CAPITAL / BUILDING & LAND IMPROVE FUND					78,944.98
Fund: 20 ARTICLE 36 STATE FORFEITURE FUND					
Department: 520 CONTRACTUAL					
20-520-522011	COURT AWARD VPPC2600504 CASE 26MX	ILLINOIS STATE POLICE	08/06/2026	080526	900.00
Total Department 520 CONTRACTUAL					900.00
Total Fund 20 ARTICLE 36 STATE FORFEITURE FUND					900.00
Fund: 25 TIF 7 FUND-ST CHARLES RD-COMM					
Department: 241 TIF CAPITAL & CONTRACTUAL					
25-241-529901	OTHER CONTRACTUAL SERVICES	INTEGRA REALTY RESOURCES -	08/05/2026	194-2026-1448	2,300.00
Total Department 241 TIF CAPITAL & CONTRACTUAL					2,300.00
Total Fund 25 TIF 7 FUND-ST CHARLES RD-COMM					2,300.00
Fund: 26 TIF 6 FUND-NO ARDMORE/VERMONT					
Department: 241 TIF CAPITAL & CONTRACTUAL					
26-241-529901	LEGAL - SPEC PERF	STEPHEN D. HELM	05/27/2026	H25-4395-SDH-8	6,210.00
26-241-529901	LEGAL EM. DOM.	STEPHEN D. HELM	05/27/2026	H25-4395-SDH-9	15,840.00
26-241-529901	LEGAL - OTHER CONT- SPEC PERF	STEPHEN D. HELM	08/25/2026	H25-4395-SDH-9 SP	2,580.00
26-241-529901	OTHER CONTR- LEGAL- SPEC PER	STEPHEN D. HELM	07/22/2026	H25-4395-SDH-9SP	8,070.00
26-241-529901	TERRACE ALLEY (PRIN TO ARD) PHAS	EDWIN HANCOCK ENGINEERING	07/31/2026	26-0691	6,810.00
Total Department 241 TIF CAPITAL & CONTRACTUAL					39,510.00
Total Fund 26 TIF 6 FUND-NO ARDMORE/VERMONT					39,510.00
Fund: 29 TIF 3 FUND - NORTH AVENUE					
Department: 241 TIF CAPITAL & CONTRACTUAL					
29-241-529901	OTHER CONTRACTUAL SERVICES	MALLON AND ASSOCIATES, INC	07/31/2026	07312026	7,571.70
Total Department 241 TIF CAPITAL & CONTRACTUAL					7,571.70
Total Fund 29 TIF 3 FUND - NORTH AVENUE					7,571.70

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Fund: 32 MFT FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
32-202-534226	HMA SC N50 D	DUPAGE MATERIALS COMPANY L	07/23/2026	32071	462.80
32-202-534226	FRAP 3/8 PLUS GRINDINGS	DUPAGE MATERIALS COMPANY L	07/27/2026	32099	30.00
32-202-534226	HMA N50M SC	DUPAGE MATERIALS COMPANY L	07/28/2026	32113	538.40
32-202-534226	HMA SC N50	DUPAGE MATERIALS COMPANY L	07/24/2026	32131	533.00
Total Department 202 EQUIPMENT AND SUPPLIES					1,564.20
Total Fund 32 MFT FUND					1,564.20
Fund: 35 RECREATION FUND					
Department: 235 PROGRAMS					
35-235-520435	JULY SUMMER CAMP BUS POOL SHUTTLE	SAFEWAY TRANSPORTATION SER	07/31/2026	5873	3,264.92
35-235-529935	YOUTH CONTRACTUAL PROGRAM-CHESS	CHESS SCHOLARS	08/03/2026	3008246	255.00
Total Department 235 PROGRAMS					3,519.92
Total Fund 35 RECREATION FUND					3,519.92
Fund: 50 DEBT SERVICE FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
50-202-529902	2026 CONTINUING DISCLOSURE SERVI	SPEER FINANCIAL INC	08/05/2026	07/26-35	1,000.00
Total Department 202 EQUIPMENT AND SUPPLIES					1,000.00
Department: 280 DEBT PMTS					
50-280-569180	OPTIONAL REDEMPTIONS - 12.1.25-7.	US BANK	07/24/2026	8278226	250.00
Total Department 280 DEBT PMTS					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	ADAMS & FRANK RESURFACING PH 3 CE	V3 COMPANIES OF ILLINOIS	08/05/2026	10726691	4,494.08
60-210-529210-E00006	SALT STORAGE FACILITY PHASE 2 DE	V3 COMPANIES OF ILLINOIS	08/05/2026	10726688	4,371.14
Total Department 210 CONTRACTUAL - SP REV FUNDS					8,865.22
Total Fund 60 STREET IMPROVEMENT FUND					8,865.22
Fund: 65 EQUIPMENT REPLACEMENT FUND					
Department: 202 EQUIPMENT AND SUPPLIES					
65-202-529900	MONTHLY LEASE AUGUST 2026	ENTERPRISE FM TRUST	08/05/2026	426638A-080526	15,874.81
65-202-539900	PD 186 NEW CSO PARTITION DIVIDER	FLEET SAFETY SUPPLY	07/29/2026	87504	884.81
Total Department 202 EQUIPMENT AND SUPPLIES					16,759.62
Total Fund 65 EQUIPMENT REPLACEMENT FUND					16,759.62
Fund: 68 STORMWATER BUYOUT FUND					
Department: 000					
68-000-210001	STORMWATER MGMT PROGRAM	CARLOS LOZADA	08/06/2026	10-00640-04	5.08
68-000-210001	STORMWATER MGMT PROGRAM	DANIEL STEFANCZUK	08/06/2026	10-08890-07	18.18
68-000-210001	STORMWATER MGMT PROGRAM	CARLOS CRUZ	08/06/2026	13-14250-01	9.05
68-000-210001	STORMWATER MGMT PROGRAM	DENIS KESEROVIC	08/06/2026	10-04180-03	8.19
68-000-210001	STORMWATER MGMT PROGRAM	BRYCE JOHNSON	08/06/2026	12-01000-01	1.02
68-000-210001	STORMWATER MGMT PROGRAM	SARAH J. PINGEL	08/06/2026	13-13360-01	4.53
68-000-210001	STORMWATER MGMT PROGRAM	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	4.56
68-000-210001	STORMWATER MGMT PROGRAM	CHRISTOPHER R. NIED	08/06/2026	12-02290-02	15.18

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Fund: 68 STORMWATER BUYOUT FUND					
Department: 000					
68-000-210001	STORMWATER MGMT PROGRAM	JOSEPH HAACK	08/06/2026	12-00480-15	6.95
68-000-210001	STORMWATER MGMT PROGRAM	EVA GARCIA	08/06/2026	11-08950-05	3.07
Total Department 000					75.81
Department: 202 EQUIPMENT AND SUPPLIES					
68-202-529202	PERMITTING; PRINCETON N 0904	V3 COMPANIES OF ILLINOIS	08/05/2026	10726687	322.45
68-202-529202	PERMITTING; COMCAST	V3 COMPANIES OF ILLINOIS	08/05/2026	10726689	875.63
Total Department 202 EQUIPMENT AND SUPPLIES					1,198.08
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529210	JACKSON POND EXPANSION PHASE 3 CE	V3 COMPANIES OF ILLINOIS	08/05/2026	10726690	301.54
Total Department 210 CONTRACTUAL - SP REV FUNDS					301.54
Total Fund 68 STORMWATER BUYOUT FUND					1,575.43
Fund: 82 WATER SUPPLY FUND					
Department: 000					
82-000-210001	WATER CHARGE FEE	CARLOS LOZADA	08/06/2026	10-00640-04	4.43
82-000-210001	WATER CHARGE FEE	DANIEL STEFANCZUK	08/06/2026	10-08890-07	15.83
82-000-210001	WATER	CARLOS CRUZ	08/06/2026	13-14250-01	28.05
82-000-210001	WATER CHARGE FEE	CARLOS CRUZ	08/06/2026	13-14250-01	7.87
82-000-210001	WATER	MARK & CHARLOTTE DANIELS	08/06/2026	11-06080-02	462.99
82-000-210001	WATER CHARGE FEE	DENIS KESEROVIC	08/06/2026	10-04180-03	7.13
82-000-210001	WATER	DENIS KESEROVIC	08/06/2026	10-04180-03	12.33
82-000-210001	WATER CHARGE FEE	BRYCE JOHNSON	08/06/2026	12-01000-01	0.89
82-000-210001	WATER	BRYCE JOHNSON	08/06/2026	12-01000-01	4.59
82-000-210001	WATER	BRYCE JOHNSON	08/06/2026	12-01000-01	0.23
82-000-210001	WATER CHARGE FEE	SARAH J. PINGEL	08/06/2026	13-13360-01	3.95
82-000-210001	WATER	SARAH J. PINGEL	08/06/2026	13-13360-01	45.86
82-000-210001	CROSS CONNECT FEE	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	0.91
82-000-210001	WATER CHARGE FEE	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	3.98
82-000-210001	WATER	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	18.11
82-000-210001	WATER CHARGE FEE	CHRISTOPHER R. NIED	08/06/2026	12-02290-02	13.25
82-000-210001	WATER	JOSEPH HAACK	08/06/2026	12-00480-15	10.77
82-000-210001	WATER CHARGE FEE	JOSEPH HAACK	08/06/2026	12-00480-15	4.94
82-000-210001	WATER	LURAY REALTY PARTNERS LLC	08/06/2026	12-16460-03	270.23
82-000-210001	WATER	LURAY REALTY PARTNERS LLC	08/06/2026	12-16460-03	31.89
82-000-210001	WATER	EVA GARCIA	08/06/2026	11-08950-05	40.51
82-000-210001	WATER CHARGE FEE	EVA GARCIA	08/06/2026	11-08950-05	2.69
82-000-210001	WATER	JEFF TIDEMAN	08/06/2026	10-14820-00	15.47
Total Department 000					1,006.90
Department: 201 ADMINISTRATION					
82-201-521001	WIRELESS SERVICE FROM 06/21/26 to T-MOBILE USA (PW)		06/21/2026	205079815-2607	21.84
82-201-521001	WIRELESS SERVICE FROM 06/21/26 to T-MOBILE USA (PW)		06/21/2026	205079815-2607	21.84
Total Department 201 ADMINISTRATION					43.68
Total Fund 82 WATER SUPPLY FUND					1,050.58
Fund: 83 WASTEWATER FUND					
Department: 000					
83-000-210001	SEWER	CARLOS LOZADA	08/06/2026	10-00640-04	35.54

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Fund: 83 WASTEWATER FUND					
Department: 000					
83-000-210001	WWC FEE	CARLOS LOZADA	08/06/2026	10-00640-04	1.52
83-000-210001	COMBD SWR SEPARATION	CARLOS LOZADA	08/06/2026	10-00640-04	4.09
83-000-210001	WWC FEE	DANIEL STEFANCZUK	08/06/2026	10-08890-07	5.45
83-000-210001	COMBD SWR SEPARATION	DANIEL STEFANCZUK	08/06/2026	10-08890-07	14.73
83-000-210001	SEWER	CARLOS CRUZ	08/06/2026	13-14250-01	10.24
83-000-210001	WWC FEE	CARLOS CRUZ	08/06/2026	13-14250-01	2.71
83-000-210001	COMBD SWR SEPARATION	CARLOS CRUZ	08/06/2026	13-14250-01	7.29
83-000-210001	SEWER	DENIS KESEROVIC	08/06/2026	10-04180-03	4.50
83-000-210001	WWC FEE	DENIS KESEROVIC	08/06/2026	10-04180-03	2.46
83-000-210001	COMBD SWR SEPARATION	DENIS KESEROVIC	08/06/2026	10-04180-03	6.60
83-000-210001	SEWER	BRYCE JOHNSON	08/06/2026	12-01000-01	1.68
83-000-210001	SEWER	BRYCE JOHNSON	08/06/2026	12-01000-01	0.08
83-000-210001	WWC FEE	BRYCE JOHNSON	08/06/2026	12-01000-01	0.31
83-000-210001	COMBD SWR SEPARATION	BRYCE JOHNSON	08/06/2026	12-01000-01	0.82
83-000-210001	SEWER	SARAH J. PINGEL	08/06/2026	13-13360-01	16.76
83-000-210001	WWC FEE	SARAH J. PINGEL	08/06/2026	13-13360-01	1.36
83-000-210001	COMBD SWR SEPARATION	SARAH J. PINGEL	08/06/2026	13-13360-01	3.65
83-000-210001	SEWER	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	6.61
83-000-210001	WWC FEE	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	1.37
83-000-210001	COMBD SWR SEPARATION	CHRISTOPHER ALVARADO	08/06/2026	12-17210-04	3.67
83-000-210001	WWC FEE	CHRISTOPHER R. NIED	08/06/2026	12-02290-02	4.55
83-000-210001	COMBD SWR SEPARATION	CHRISTOPHER R. NIED	08/06/2026	12-02290-02	12.22
83-000-210001	SEWER	JOSEPH HAACK	08/06/2026	12-00480-15	11.81
83-000-210001	WWC FEE	JOSEPH HAACK	08/06/2026	12-00480-15	2.09
83-000-210001	COMBD SWR SEPARATION	JOSEPH HAACK	08/06/2026	12-00480-15	5.59
83-000-210001	SEWER	EVA GARCIA	08/06/2026	11-08950-05	14.79
83-000-210001	WWC FEE	EVA GARCIA	08/06/2026	11-08950-05	0.92
83-000-210001	COMBD SWR SEPARATION	EVA GARCIA	08/06/2026	11-08950-05	2.46
Total Department 000					185.87
Department: 201 ADMINISTRATION					
83-201-521001	WIRELESS SERVICE FROM 06/21/26 to T-MOBILE USA (PW)		06/21/2026	205079815-2607	21.84
83-201-569401	MONTEREY IMPROVEMENT PROJECT	ILLINOIS ENVIRONMENTAL	07/31/2026	PROJECTL17-5665 #6	99,598.58
Total Department 201 ADMINISTRATION					99,620.42
Total Fund 83 WASTEWATER FUND					99,806.29

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 08/04/2026 - 08/10/2026

POSTED AND UNPOSTED

OPEN AND PAID

GL Number	Invoice Line Desc	Vendor Name	Invoice Date	Invoice Number	Amount
--- TOTALS BY FUND ---					
		10	CORPORATE FUND		125,648.09
		11	CAPITAL / BUILDING & LAND IMP		78,944.98
		20	ARTICLE 36 STATE FORFEITURE F		900.00
		25	TIF 7 FUND-ST CHARLES RD-COMM		2,300.00
		26	TIF 6 FUND-NO ARDMORE/VERMONT		39,510.00
		29	TIF 3 FUND - NORTH AVENUE		7,571.70
		32	MFT FUND		1,564.20
		35	RECREATION FUND		3,519.92
		50	DEBT SERVICE FUND		1,250.00
		60	STREET IMPROVEMENT FUND		8,865.22
		65	EQUIPMENT REPLACEMENT FUND		16,759.62
		68	STORMWATER BUYOUT FUND		1,575.43
		82	WATER SUPPLY FUND		1,050.58
		83	WASTEWATER FUND		99,806.29
		Total For All Funds:			389,266.03

Handwritten signature

Handwritten signature and date 8-6-26



MEMORANDUM

TO: Village Board of Trustees

FROM: Rich Salerno

DATE: August 10, 2026

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving and Ratifying the Purchase of Bulk Rock Salt from SaltXchange and the Cancellation of the Purchase of Bulk Rock Salt through the State of Illinois

RECOMMENDED ACTION:

This Ordinance would allow the Village to purchase its necessary stockpile of rock salt for the 2026/2027 winter season after the previously-approved purchasing opportunity through the State of Illinois did not lead to any bids.

BACKGROUND:

In March 2026, the board granted staff the authority to enroll the village in two joint purchasing opportunities for the procurement of bulk rock salt. One was with the State of Illinois Department of Central Management Services (CMS), and the other was with the DuPage County Division of Transportation. The Village's purchasing opportunity through the County was successful. The Village's awarded price was \$74.33 per ton, for a total of \$48,314.50 for 650 tons of salt. That is the maximum the Village could obtain through this vendor (Compass Minerals).

The Village's purchasing opportunity through the State, though, was not successful. The village, along with 260 other agencies in Illinois including 6 in DuPage County, did not receive any bids. The State explained to the Village that one of the vendors declined to provide bids, which is estimated to create a 1-million-ton shortfall of salt in Illinois this winter.

By itself, the county purchase of 650 tons is not adequate to ensure that the village has sufficient salt stores on hand this winter. Staff typically establishes a stockpile of at least 1,000 tons in advance of each winter snow and ice control season. The Village could either pursue its own purchase agreement or remain with CMS to see if another opportunity presents itself.

DISCUSSION:

Staff determined that using the Village's own purchasing process would be the best option, since there is no guarantee CMS will obtain new vendors or that those vendors' prices would be better than what the Village can get now. Staff reached out to multiple vendors directly and obtained price quotes for the purchase of 500 tons of bulk rock salt from two of them. SaltXchange quoted a price for 500

tons of salt at \$128.00 per ton for a total purchase price of \$64,000.00. Morton Salt, Inc., quoted a price for 500 tons of salt at \$157.13 per ton for a total purchase price of \$78,565.00.

To lock in that price, SaltXchange required that the Village commit to the purchase last week. CMS also required the Village to decide if it was staying in the program. Given the circumstances and information available, staff determined it was in the Village's best interest to purchase the rock salt from SaltXchange and cancel the purchasing agreement with CMS for this coming winter season. Staff now asks the Village Board to ratify these decisions.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPROVING AND RATIFYING THE PURCHASE OF BULK ROCK SALT
FROM SALTXCHANGE AND THE CANCELLATION OF THE PURCHASE OF BULK
ROCK SALT THROUGH THE STATE OF ILLINOIS**

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 of Illinois; and

WHEREAS, Section 2-220(b) of the Villa Park Municipal Code permits the procurement from a federal, state or local governmental unit or agency thereof of materials, supplies, commodities or equipment without conforming with the competitive bidding requirements of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and

WHEREAS, in March 2026, the President and Board of Trustees approved Resolution No. 26013, which authorized staff to enroll the Village in joint purchasing opportunities for the procurement of bulk rock salt for the 2026/2027 winter season through the State of Illinois Department of Central Management Services (“*CMS*”) and the DuPage County Division of Transportation; and

WHEREAS, pursuant to that authority, the Village committed to a purchase of 650 tons of bulk rock salt under the DuPage County contract at a price of \$74.33 per ton, but the State of Illinois CMS joint purchasing opportunity received zero bids after the awarded vendor declined to provide pricing to many program participants, resulting in a projected shortfall of bulk rock salt statewide; and

WHEREAS, the 650 tons secured under the DuPage County contract is not, by itself, sufficient to meet the Village’s customary stockpile of at least 1,000 tons of bulk rock salt needed to ensure adequate supplies for winter snow and ice control operations and the protection of public safety; and

WHEREAS, in order to address this shortfall, Village staff solicited price quotations from vendors for the purchase of bulk rock salt outside the State’s joint purchasing program, and SaltXchange returned the lowest responsible quotation, offering 500 tons of bulk rock salt delivered at a price of \$128.00 per ton, for a total purchase price of \$64,000.00, (the “*Quote*”), a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, in order to secure the quoted price and available quantity, the Village was required to agree to the Quote last week before this matter could first be brought before the President and Board of Trustees (the “*Corporate Authorities*”) for formal consideration; and

WHEREAS, in light of that deadline, and because the timely procurement of bulk rock salt is necessary to protect the health, safety, and welfare of the residents of the Village, Village staff accepted the Quote and correspondingly notified the State of Illinois CMS that the Village would not proceed with continued participation in the State’s emergency sourcing option; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village and its residents to ratify, confirm, and approve the actions taken by staff and to formally authorize the purchase of bulk rock salt from SaltXchange.

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 above recitals 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 Quote from SaltXchange to the Village, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Corporate Authorities, with any and all such changes, substantive or otherwise, as may be authorized by the Village Manager or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3: The authorization granted by the Corporate Authorities in Resolution No. 26013 is hereby rescinded, such that the Village shall not purchase any bulk rock salt through the State of Illinois CMS for the 2026/2027 winter season.

Section 4: The prior actions of Village staff in committing the Village to the purchase described in Section 2 above, and in notifying the State of Illinois CMS of the Village’s election not to proceed further with the State’s emergency procurement option in accordance with Section 3 above, are hereby ratified, confirmed, and approved as actions of the Corporate Authorities.

Section 5: That the Village President, Public Works Director, and other appropriate Village officials are hereby authorized and directed to take all actions and execute all documents reasonably necessary to finalize and carry out the purchase described herein.

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

Ordinance No. _____

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

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

Ordinance No. _____

Exhibit A

Quote

(see attached)



2026/2027 Winter Price Commitment

SALT XCHANGE

DATE: 3 AUGUST 2026

SALT XCHANGE
PO BOX 95
Eola, IL 60519

EXPIRATION DATE: 15 SEPTEMBER 2026

Location 1

TO Villa Park Public
Works
729 N Ardmore
Villa Park IL

SALESPERSON	CONTACT NAME	CONTACT NUMBER	PAYMENT TERMS
Steven Kaar	Rich	630-834-8505	Net 30 Days

PICK UP / DELIVERY LOCATION	PRODUCT NAME	ESTIMATED QUANTITY (TONS)	PRE-SEASON PER TON PRICE (ENDS 11/15)		IN SEASON PER TON PRICE (11/16-12/31)	
			FOB	DELIVERED	FOB	DELIVERED
Aurora, IL	Bulk ASTM -1 Grade Rock Salt	500	\$115/ ton	\$128.00/ ton		
Aurora, IL	Bulk Lightning Treated ASTM-1 Grade Rock Salt					
Location	Product Name					
Location	Product Name					
Location	Product Name					

Terms & Conditions of Sale:

1. Quotation is subject to credit approval and shall remain firm for a period of 15 calendar days.
2. New Customer Account Approval Forms must be completed and customer files must be updated before signed quote will be considered accepted.
3. All published freight increases are the responsibility of the buyer. Quoted Prices are based on transportation costs provided at the time of quotation.
4. Prices quoted are good for product sourced from the stated shipping depot. Product quantities exceeding quoted amounts or sourced from other shipping depots are subject to a pricing adjustment for market conditions and any additional transportation.
5. We reserve the right to change our quotation based on documented changes to those transportation costs.
6. All purchases are subject to the sales tax rate
7. All receivables 30 days past due are subject to a service charge of 1.5% per month.
8. All collection costs, including reasonable attorney fees will be paid by purchaser in the event of delinquent payment.
9. All complaints must be made in writing within 5 days of receipt of product.
10. A fuel surcharge for freight may be added to these rates based on the National Average at the time of delivery.
11. Truckload quantities only (minimum order) for delivery.
12. By signing below the customer acknowledges they have received, read and agreed to Crystal Visions Inc. Terms and Conditions.

Quotation Prepared by: *Steven Kaar*

To accept this quotation, sign here and return:

THANK YOU FOR YOUR BUSINESS!



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Village Board
FROM: Rodney Pate, Zoning Board of Appeals Chairperson
DATE: August 3, 2026
RE: An Ordinance of the Village of Villa Park, DuPage County, Illinois,
Granting a Variation from Section 6.10.3 of the Zoning Ordinance to
Install a Deck at the Property Located at 9 E. Park Boulevard, Villa
Park, Illinois

Statement of the Recommendation

This Ordinance approves ZBA-26-10 for a Variation. The Zoning Board of Appeals recommends approval of ZBA 26-14, a request for a variation from Section 6.10.3 to permit a deck with a 4-ft. setback, subject to the following conditions:

1. The proposed deck shall be installed in accordance with the plans submitted by the petitioner in the Variation Application received 4/30/2026.
2. The petitioner shall file all necessary plans and applications, for review and approval, and secure all necessary building permits prior to the commencement of installation.
3. The petitioner shall submit deck plans stamped by a licensed architect.

Meeting Dates and Commission Deliberation

The case was considered by Zoning Board of Appeals at its regularly scheduled meeting on Wednesday July 8, 2026, and the Zoning Board voted 5-0 to recommend that the Village Board of Trustees approve the application, subject to the conditions outlined in this report.

Background and Supporting Information

The petitioner is seeking a variation to build a 100-square-foot deck in the rear of the property. The subject property is a two-story mixed-use building with a commercial use on the first floor and a residential use on the second floor. The deck will be used by the residential tenant to give them usable space to enjoy the outdoors. Nonresidential accessory structures require a setback of 10 ft. from all property lines. The deck setbacks are in compliance on the west and south sides, only the east interior side setback requires a variation. The entire width of the lot is twenty-five (25) ft. If the petitioner were to follow the existing regulations, they would only be able to build a deck that was five (5) ft. wide. The stairs and landing are immediately adjacent to the property line. Per Section 14.1.9 - Setbacks, stairways have no required setback, and the existing steps are needed to enter and exit the apartment.



Village of Villa Park

Community & Economic Development
11 W Home Avenue, Villa Park, IL 60181

Benefits to the Village

The recommendation supports revitalization of neighborhoods and assists in implementing a Comprehensive Plan action.

Alignment with the Comprehensive Plan

This recommendation supports the land use and development goal of the Comprehensive Plan to maintain neighborhood character and appeal. The recommendation assists in implementing Action 03-09 "Promote home renovation and upkeep to preserve neighborhood character."

Anticipated Impact

The community will benefit from a rejuvenation of the property, improving the overall appeal of the neighborhood.

Staff Liaisons: Brandon Nolin, AICP, Director of Community and Economic Development
Rachel Leedom, Planner

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, GRANTING A VARIATION FROM SECTION 6.10.3 OF THE ZONING
ORDINANCE TO INSTALL A DECK AT THE PROPERTY LOCATED AT 9 E. PARK
BOULEVARD, VILLA PARK, ILLINOIS**

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) the President and Board of Trustees of the Village (the "*Corporate Authorities*") may provide for zoning to regulate the development and use of real estate within its borders; and,

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

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

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

WHEREAS, an application for a variation to Section 6.10.3 of the Zoning Ordinance has been submitted to the Village by Doc Hensley (the "*Applicant*" and "*Owner*") to permit the installation of a deck with a setback of five (5) feet, where a setback of 10 feet is required by the Zoning Ordinance (the "*Variation*"), on the property located at 9 E. Park Boulevard, Villa Park, Illinois and as legally described and depicted on Exhibit A (the "*Property*"); and,

Ordinance No. _____

WHEREAS, the Zoning Board of Appeals (“ZBA”) held a public hearing on July 8, 2026 (the “*Public Hearing*”) as to whether the Variation should be approved, at which time all persons present were afforded an opportunity to be heard; and,

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

WHEREAS, after taking into consideration all evidence and testimony presented at the Public Hearing, the ZBA reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and voted with five (5) in favor and none opposed, to recommend approval of the Variation to the Corporate Authorities; and,

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

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

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

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

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

Ordinance No. _____

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

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

1. The proposed deck shall be installed in accordance with the plans submitted by the applicant in the Variation Application received 4/30/2026 (attached as Exhibit B).
2. The applicant shall file all necessary plans and applications, for review and approval, and secure all necessary building permits prior to the commencement of installation.
3. The applicant shall submit deck plans stamped by a licensed architect.

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

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

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

[Continued on Next Page]

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 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

Legal Description

LOT 237 IN ARDMORE, BEING A SUBDIVISION IN SECTIONS 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1910, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-10-118-005-0000

Common Address: 9 E. Park Boulevard, Villa Park, IL 60181

Ordinance No. _____

Exhibit B

Plan Set
(see attached)



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Village Board
FROM: Rodney Pate, Zoning Board of Appeals Chairperson
DATE: August 3, 2026
RE: An Ordinance of the Village Of Villa Park, DuPage County, Illinois,
Granting a Variation from Section 8.2 and Section 8.6.2 of the Zoning
Ordinance to Install a Pole Sign at the Property Located at 187 E.
North Avenue, Villa Park, Illinois

Statement of the Recommendation

This Ordinance approves ZBA-26-18 for a Variation. The Zoning Board of Appeals recommends approval of ZBA 26-18, a request for a variation from Section 8.2 and Section 8.6.2 to permit a pole sign, subject to the following conditions:

1. The proposed sign shall be installed in accordance with the plans submitted by the petitioner in the Variation Application received 6/30/2026.
2. The petitioner shall file all necessary plans and applications, for review and approval, and secure all necessary building permits prior to the commencement of installation.
3. The petitioner shall execute a hold harmless and restoration agreement with the Village, indemnifying and holding the Village harmless for any and all claims, damages from any and all claims, damages, injuries, lawsuits, costs or expenses incurred due to changes required by the Illinois Department of Transportation.

Meeting Dates and Commission Deliberation

The case was considered by Zoning Board of Appeals at its regularly scheduled meeting on Wednesday July 8, 2026, and the Zoning Board voted 5-0 to recommend that the Village Board of Trustees approve the application, subject to the conditions outlined in this report.

Background and Supporting Information

The petitioner is seeking a variation to permit the installation of a pole sign on a nonresidential property. The sign would be twenty-one (21) ft. in height. The existing sign was damaged in a storm and the petitioner proposes to refinish the pole and sign. The bottom four feet of the sign would be built of masonry, and the pole would be surrounded by a concrete enclosure. The sign face would be 81.9 square feet. A landscaping bed would surround the base of the sign. The sign is located 22 feet from North Ave. The variation is necessary because Section 8.6.2 requires the sign to be set back ten (10) feet from the right-of-way and although the sign is twenty-two feet from the road, it is located within the designated right-of-way. Additionally, Section 8.2 prohibits pole signs as a sign type in the village and this proposal would be replacing an existing pole sign.



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

Illinois Department of Transportation (IDOT) Hold Harmless Agreement

The proposed sign replaces a storm-damaged sign that is located within the IDOT right-of-way along North Avenue. It is Staff's understanding that the right-of-way is excess property and IDOT has no plans to widen North Avenue into the excess right-of-way. While the sign is not setback from the right-of-way, it is located approximately 22 feet from the North Avenue sidewalk and does not pose a hazard to pedestrians. Staff has no concerns with the proposed sign location and the ZBA voted unanimously in support of the application.

IDOT Permitting Delays

Under IDOT's permit process, a permit is required before performing work within the right-of-way of an interstate, U.S. highway, Illinois state route, or other state-maintained roadway. In addition, the Illinois Outdoor Advertising regulations reinforce IDOT's authority over State right-of-way. Specifically, 92 Ill. Adm. Code § 522.150 provides that signs generally may not be erected or maintained within the right-of-way of an interstate or primary highway except for limited exceptions, such as official traffic control devices, public utility signs, and railroad identification signs.

Staff has reached out to IDOT permitting on multiple occasions, but has not received any response regarding any concerns regarding the proposed sign. IDOT has been slow to respond to permit applications in other communities in the region and Staff is concerned that it could take several months to get a response and longer to get an approved permit. IDOT's lack of response to multiple Staff communications since May 2026 underscores that concern.

Proposed Hold Harmless Agreement

To prevent delays in desired investment along the North Avenue corridor by existing businesses, Staff recommends the use of a hold harmless agreement to allow improvements to proceed without IDOT approval at the property owner's sole risk. Staff believes the waiver is an appropriate tool when a project can demonstrate engagement with IDOT, but a lack of review progress. If approved, the petitioner would be the first to receive such an agreement within the village, but Staff would anticipate similar agreements being requested as other businesses and property owners seek to make improvements to their parking lots and signage within the same section of right-of-way.

The draft agreement is attached for the Board's review and consideration. As proposed, the agreement would allow the sign improvements within State right-of-way to be made at the risk of the property owner. The agreement has been reviewed by the Village Attorney who has indicated that in the case of the current petition, the proposed agreement could help protect the Village by clearly stating that the petitioner is proceeding entirely at its own risk and assumes full responsibility if IDOT later requires the sign to be modified, removed, or restored.



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

The Village Attorney has indicated that such an agreement would be worthwhile for this specific petition as, at a minimum, it would ensure that the petitioner acknowledges the risks associated with repairing the sign before receiving IDOT approval and agrees to proceed entirely at its own risk. The agreement does not replace or waive the requirement to obtain an IDOT permit for work within the State right-of-way. IDOT's permitting authority is established by Illinois law, and a municipal agreement cannot authorize work within State right-of-way or prevent IDOT from requiring removal or restoration if it determines the work was performed without the required IDOT right-of-way permit.

Benefits to the Village

The recommendation supports revitalization of neighborhoods and assists in implementing a Comprehensive Plan action.

Alignment with the Comprehensive Plan

This recommendation supports the land use and development goal of the Comprehensive Plan to enhance commercial areas. The recommendation assists in implementing Action 03-29 "Support long-standing local businesses."

Anticipated Impact

The community will benefit from a rejuvenation of the property, improving the overall appeal of the neighborhood.

Staff Liaisons: Brandon Nolin, AICP, Director of Community and Economic Development
Rachel Leedom, Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, GRANTING A VARIATION FROM SECTION 8.2 AND SECTION 8.6.2 OF THE ZONING ORDINANCE TO INSTALL A POLE SIGN AT THE PROPERTY LOCATED AT 187 E. NORTH AVENUE, VILLA PARK, ILLINOIS

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) the President and Board of Trustees of the Village (the "*Corporate Authorities*") may provide for zoning to regulate the development and use of real estate within its borders; and,

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

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

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

WHEREAS, an application for a variation to Section 8.2 and Section 8.6.2 of the Zoning Ordinance has been submitted to the Village by Midland 187, LLC (the "*Applicants*" and "*Owners*") to permit the installation of a pole sign with no setback, where a pole sign is defined as a prohibited sign type and a setback of 10 feet is required by the Zoning Ordinance (the "*Variation*"), on the property located at 187 E. North Avenue, Villa Park, Illinois and as legally described and depicted on Exhibit A (the "*Property*"); and,

Ordinance No. _____

WHEREAS, the Zoning Board of Appeals (“ZBA”) held a public hearing on July 8, 2026 (the “*Public Hearing*”) as to whether the Variation should be approved, at which time all persons present were afforded an opportunity to be heard; and,

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

WHEREAS, after taking into consideration all evidence and testimony presented at the Public Hearing, the ZBA reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and voted with five (5) in favor and none opposed, to recommend approval of the Variation to the Corporate Authorities; and,

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

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

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

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

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

Ordinance No. _____

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

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

1. The proposed sign shall be installed in accordance with the plans submitted by the applicant in the Variation Application received 6/30/2026 (attached as Exhibit B).
2. The applicant shall file all necessary plans and applications, for review and approval, and secure all necessary building permits prior to the commencement of installation.
3. The applicant shall sign an agreement with the Village that indemnifies and holds harmless the Village harmless of any claims, damages from any and all claims, damages, injuries, lawsuits, costs or expenses incurred due to changes required by the Illinois Department of Transportation.

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

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

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

[Continued on Next Page]

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 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

Legal Description

LOT 14 IN SUBURB HILL, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 1914 AS DOCUMENT 116425, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-03-100-021-0000

Common Address: 187 E. North Avenue, Villa Park, IL 60181

PROPOSED MONUMENT SIGN
187 EAST NORTH AVENUE
VILLA PARK, IL

SIGN DIMENSIONS:

- Sign Width: 134" (11.17 ft)
- Sign Height: 84" (7.0 ft)
- Sign Depth: 18" (1.5 ft)
- Overall Height (Grade to Top): 252" (21 ft)
- Base (Stone) Height: 48" (4 ft)
- Clear Height (Grade to Bottom of Sign): 120" (10 ft)
- Overall Depth with Landscaping: 14 ft
- Overall Width with Landscaping: 9 ft



NOTES:

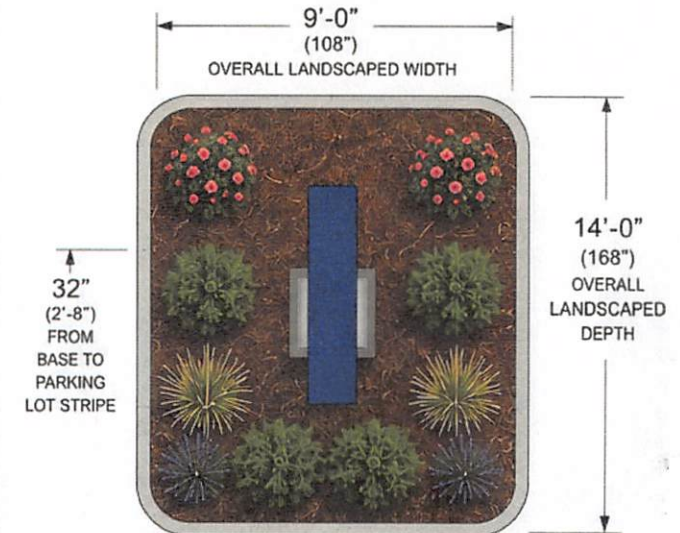
1. Sign is offset 32" (2'-8") from right edge of parking stripe to allow for required landscaped area.
2. Overall landscaped area is 9 ft wide x 14 ft deep.
3. Curb and landscaping to comply with Village requirements.
4. All dimensions shown are to the outside edge of curb/landscaping.
5. Contractor to verify all dimensions in field.

DIMENSION SUMMARY

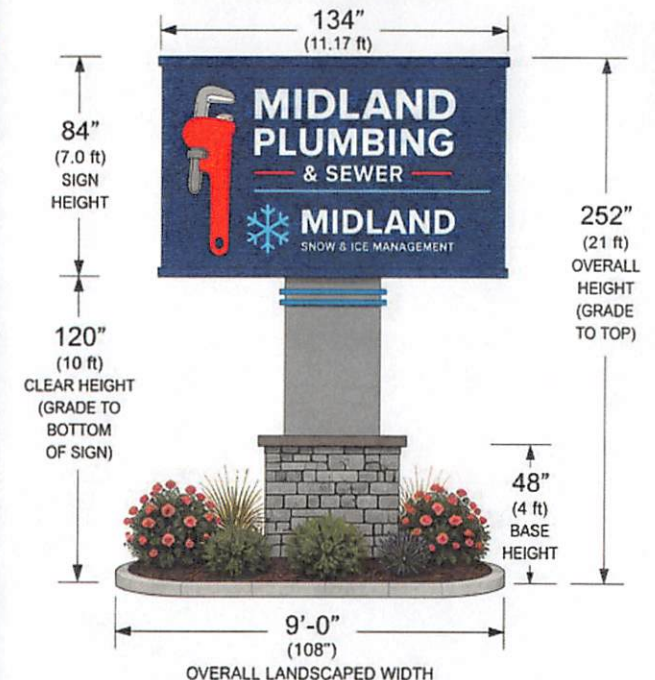
DIMENSION SUMMARY	
PARKING SPACE 1 (LEFT OF SIGN)	9'-0" WIDE X 17'-0" LONG
PARKING SPACE 2 (SIGN LOCATION)	17'-0" WIDE X 17'-0" LONG
LANDSCAPED AREA LEFT OF SIGN BASE (OFFSET)	32" (2'-8")
OVERALL LANDSCAPED WIDTH	9'-0" (108")
OVERALL LANDSCAPED DEPTH	14'-0" (168")
OVERALL WIDTH WITH CURB & LANDSCAPING	9'-0" (108")
OVERALL DEPTH WITH CURB & LANDSCAPING	14'-0" (168")

ALL MEASUREMENTS ARE TO OUTSIDE EDGE OF CURB/LANDSCAPING.

TOP VIEW (PLAN)



FRONT ELEVATION





HOLD HARMLESS AND RESTORATION AGREEMENT

THIS HOLD HARMLESS AND RESTORATION AGREEMENT made and delivered to the Village of Villa Park, Illinois (hereinafter referred to as the "*Village*") as of this _____ day of 2026, by Midland 187, LLC. ("*Applicant*"), at 187 E. North Avenue (IL 64), Villa Park, Illinois.

WITNESSETH:

WHEREAS, Applicant has requested a Village sign permit to repair a storm-damaged sign located at 187 E. North Avenue (IL 64), Villa Park, Illinois ("*Improvements*"). The proposed work is limited to replacement of damaged sign cabinet and installation of a landscape bed, and does not include replacement or modification of the signpost, foundation, or other structural components. The Improvements are located within or affect Illinois Department of Transportation ("*IDOT*") right-of-way, and the required IDOT permit has not yet been issued. Applicant has requested that the Village issue its sign permit before IDOT completes its permit review.

WHEREAS, the Village has advised Applicant that an IDOT permit is required for work within State right-of-way and that issuance of a Village permit does not replace, waive, or satisfy that requirement; and

WHEREAS, the Applicant has agreed with the Village, as a condition of receiving a Village sign permit prior to issuance of the required IDOT permit, that it will abide by certain agreements and conditions;

NOW THEREFORE, for and in consideration of the obligations, terms and conditions hereinafter set forth, the Applicant hereby agrees as follows:

1. The Applicant shall commence repair of the Improvements upon the issuance by the Village of the necessary Village sign permit, but subject to all applicable ordinances, resolutions, rules and regulations of the Village. Applicant expressly acknowledges that issuance of a Village permit does not authorize work within State right-of-way, does not replace or waive the requirement to obtain an IDOT permit, and does not limit IDOT's authority under Illinois law.
2. Applicant acknowledges that it is voluntarily electing to proceed with repair of the Improvements before issuance of the required IDOT permit and is doing so entirely at its own risk. Applicant assumes sole responsibility for obtaining the required IDOT permit and for complying with any conditions imposed by IDOT, including any requirement to modify, relocate, remove, or restore the Improvements.
3. Applicant expressly acknowledges that the Village has advised Applicant that an IDOT permit is required before work within or affecting the State right-of-way may lawfully commence. Applicant further acknowledges that:

- a. the Village is not issuing or approving an IDOT permit;
 - b. this Agreement does not constitute approval by IDOT;
 - c. this Agreement does not replace or waive the requirement to obtain an IDOT permit;
 - d. nothing contained in this Agreement limits or impairs IDOT's authority under Illinois law; and
 - e. Applicant voluntarily assumes all responsibility for any consequences arising from proceeding prior to issuance of the required IDOT permit, including any requirement imposed by IDOT to modify, relocate, remove, restore, or reconstruct the Improvements or restore the property.
4. The Applicant hereby agrees to defend, indemnify and hold harmless the Village of Villa Park, its President, Board of Trustees, the Village, their officials, agents and employees, from and against any and all claims, damages, injuries, lawsuits, costs or expenses (including reasonable professional, engineering and legal fees) incurred by the repair or installation of the Improvements resulting from or incurred by reason of failure to perform any obligation, term or condition of this Agreement, including, without limitation, any claims, damages, costs, or expenses arising out of or relating to the Village issuing its sign permit prior to issuance of the required IDOT permit or any action taken by IDOT concerning the Improvements.
 5. Prior to issuance of a permit to commence repair of the Improvements, the Applicant shall furnish to the Village Certificates of Insurance denoting that the Applicant or its contractors or subcontractors have insurance coverages in form and companies acceptable to the Village during the performance of the Improvements. This Certificate shall contain a clause that policies shall not be altered or canceled without at least ten (10) days' notice to the Village.
 6. The Applicant hereby grants the Village and its duly authorized representatives, agents and attorneys the right to inspect the proposed Improvements. The Applicant further grants the same rights with respect to any property not owned by the Applicant but over or through which the Applicant has an easement, license or permit for the Improvements.
 7. Applicant hereby agrees that in the event it fails to perform any obligation, term or condition of this Agreement, and within thirty (30) days after written notice thereof by the Village by certified or registered mail fails to cure such default, then the Village, through its duly authorized representatives and agents, shall have the right to file a civil action in the Circuit Court of DuPage County, Illinois, to restrain and enjoin, temporarily or permanently, as may be deemed appropriate, the Applicant, his agents and employees, from performing the Improvements, and/or require removal of the Improvements and collect any and all damages, costs or expenses referred to in Paragraph 4 of this

Agreement.

8. All definitions of the terms used herein shall be governed by the applicable ordinances, resolutions, rules and regulations of the Village.
9. If the required IDOT permit is denied, or if IDOT determines that the Improvements must be modified, relocated, removed, restored, or otherwise altered because they were performed before issuance of the required permit or otherwise fail to comply with applicable law or permit requirements, Applicant shall, upon written demand of the Village or IDOT, promptly perform all work necessary to comply with such determination, including restoration of the property to the condition existing immediately prior to commencement of the Improvements if required. Applicant acknowledges that all such work shall be performed solely at Applicant's expense and risk. All costs of restoration shall be borne by Applicant.
10. Failure on any occasion of the Village or its officers, agents or attorneys to enforce any right or remedy hereunder shall not be construed as a waiver of such right or remedy. All rights or remedies of the Village hereunder are in addition to all rights, remedies and powers the Village may have under the law.
11. This Agreement shall be binding on the successors, personal representatives, heirs and permitted assigns of the Applicant and shall remain in effect until the required IDOT permit has been issued, all conditions imposed by IDOT have been satisfied, and all obligations under this Agreement have been fully performed.
12. This Agreement shall be construed under the laws of the State of Illinois.

(Intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed the HOLD HARMLESS AND RESTORATION AGREEMENT the day and year first above written.

Village of Villa Park

By: _____
Kevin Patrick

Its: Village President

Date: _____

Midland 187, LLC

By: _____
Andrew Storniolo

Its: President

Date: _____



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Village Board
FROM: Rodney Pate, Zoning Board of Appeals Chairperson
DATE: July 20, 2026
RE: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Granting a Variation from Section 6.10.2, Table 6-2, of the Zoning Ordinance for a Gazebo on the Property Located at 1144 N. Yale Avenue, Villa Park, Illinois

Statement of the Recommendation

This Ordinance approves ZBA-26-10 for a Variation. The Zoning Board of Appeals recommends approval of ZBA 26-10, a request for a variation from Section 6.10.2 to permit a 280 sq. ft. gazebo, located 2.5 ft. from the primary structure, subject to the following conditions:

1. The proposed gazebo shall be installed in accordance with the plans submitted by the petitioner in the Variation Application received 3/31/2026.
2. The petitioner shall file all necessary plans and applications, for review and approval, and secure all necessary building permits prior to the commencement of installation.

Meeting Dates and Commission Deliberation

The case was considered by Zoning Board of Appeals at its regularly scheduled meeting on Wednesday July 8, 2026 and the Zoning Board voted 3-2 to recommend that the Village Board of Trustees approve the application, subject to the conditions outlined in this report.

Background and Supporting Information

The petitioner is seeking a variation from Section 6.10.2- Residential Accessory Structures, Table 6-2 Accessory Structure Regulations, to permit a gazebo with a maximum size of 280 square feet where 200 square feet is permitted and to permit a setback distance of 2.5 feet from the primary structure where 5.0 feet is required. The petitioner applied for a permit for this gazebo in late 2024. In January of 2025 a review letter was issued stating that the gazebo exceeded the maximum permitted size and did not meet the required setback from the principal structure. The petitioner did not revise the permit application and proceeded with construction of the gazebo. A Work Without a Permit Violation notice was issued on March 18, 2026. The petitioner subsequently applied for a building permit and was issued the same comments as before. The petitioner applied for a variation at this time. The petitioner is seeking to place the gazebo on top of the existing deck.



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

Benefits to the Village

The recommendation supports revitalization of neighborhoods and assists in implementing a Comprehensive Plan action.

Alignment with the Comprehensive Plan

This recommendation supports the land use and development goal of the Comprehensive Plan to maintain neighborhood character and appeal. The recommendation assists in implementing Action 03-09 "Promote home renovation and upkeep to preserve neighborhood character."

Anticipated Impact

The community will benefit from a rejuvenation of the property, improving the overall appeal of the neighborhood.

Staff Liaisons: Brandon Nolin, AICP, Director of Community and Economic Development
Rachel Leedom, Planner

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, GRANTING A VARIATION FROM SECTION 6.10.2, TABLE 6-2, OF THE ZONING ORDINANCE FOR A GAZEBO ON THE PROPERTY LOCATED AT 1144 N. YALE AVENUE, VILLA PARK, ILLINOIS

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

WHEREAS, pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) the President and Board of Trustees of the Village (the "*Corporate Authorities*") may provide for zoning to regulate the development and use of real estate within its borders; and,

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

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

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

WHEREAS, an application for a variation to Section 6.10.2, Table 6-2, of the Zoning Ordinance has been submitted to the Village by Jesus Diaz (the "*Applicant*" and "*Owner*") to permit the installation of a 280-square-foot gazebo that is 2.5 feet from the primary structure, where a maximum area of 200 square feet is permitted and a setback of 5.0 feet is required by the Zoning Ordinance (the "*Variation*"), on the property located at 1144 N. Yale Avenue, Villa Park, Illinois and as legally described and depicted on Exhibit A (the "*Property*"); and,

Ordinance No. _____

WHEREAS, the Zoning Board of Appeals (“ZBA”) held a public hearing on July 8, 2026 (the “*Public Hearing*”) as to whether the Variation should be approved, at which time all persons present were afforded an opportunity to be heard; and,

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

WHEREAS, after taking into consideration all evidence and testimony presented at the Public Hearing, the ZBA reviewed the standards set forth in Section 11.5 of the Villa Park Zoning Ordinance and voted with three (3) in favor and two (2) opposed, to recommend approval of the Variation to the Corporate Authorities; and,

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

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

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

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

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

Ordinance No. _____

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

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

1. The gazebo shall be installed in accordance with the plans submitted by the applicant in the Variation Application received 3/31/2026 (attached as Exhibit B).
2. The applicant shall file all necessary plans and applications, for review and approval, and secure all necessary building permits prior to the commencement of installation.

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

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

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

[Continued on Next Page]

Ordinance No. _____

ADOPTED THIS _____ DAY OF _____, 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

Legal Description

LOT 160 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..

P.I.N.: 03-33-404-012-0000

Common Address: 1144 N. Yale Avenue, Villa Park, IL 60181

Ordinance No. _____

Exhibit B

Plan Set
(see attached)



Village of Villa Park

Community & Economic Development

11 W Home Avenue, Villa Park, IL 60181

TO: Village President and Board of Trustees
FROM: Brandon Nolin, AICP, Director of Community and Economic Development
DATE: July 20, 2026
RE: Adjudication Hearing Notice Period Text Amendment

Background

In an effort to reduce staff dedicated to a small number of cases and reduce costs, the Department of Community and Economic Development (CED) is now scheduling code enforcement adjudication once a month instead of every two weeks. At a typical code enforcement adjudication hearing held every two weeks, CED would only hear five to six cases per hearing. Each hearing typically involves three staff members working overtime to attend, as well as preparation for each case. By shifting adjudication to occur once a month, just in terms of CED staff time overtime, the Village would save \$300-400 per month. By reducing preparation time needed, it would also enable enforcement staff to spend additional time on non-adjudication items. This estimated cost savings does not include the cost of paying the adjudication officer which is approximately \$1,000 per hearing.

In implementing this shift, Staff are still currently required to adhere to Section 26-104 of the Municipal Code which states that "the hearing shall not be less than thirty (30), nor more than forty (40) days after the violation is reported." This creates a very narrow window time for issuing citations each month. In response to a Staff request, the Village Attorney prepared a text amendment proposal to assist staff in shifting to adjudication once per month, and would establish a 15-day minimum notice period prior to an adjudication hearing.

The Police Department currently intends to maintain their bi-weekly adjudication schedule, however the proposed text amendment would not negatively impact that practice. Shifting to a 15-day notice period would just allow for flexibility to shift to a once-per-month hearing in the future.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AMENDING CHAPTER 26 OF THE VILLA PARK MUNICIPAL CODE
REGARDING ADMINISTRATIVE ADJUDICATION**

WHEREAS, the Village of Villa Park (the “*Village*”) is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village President and Board of Trustees of the Village (the “*Corporate Authorities*”) may from time to time amend the text of the Villa Park Municipal Code when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, Division 2.2 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-2.2-1 *et seq.* (“*Division 2.2*”) authorizes non-home rule municipalities to provide by ordinance for a system of administrative adjudication of municipal code violations and prescribes the powers of hearing officers, the procedures affording parties due process of law, and the means of enforcing judgments thereunder; and

WHEREAS, Division 2.1 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 *et seq.* (“*Division 2.1*”) provides expanded administrative adjudication authority for home rule municipalities and, per a recent amendment, non-home rule municipalities that adopt Division 2.1; and

WHEREAS, the Corporate Authorities desire to adopt Division 2.1 in its entirety and to conform Chapter 26 of the Villa Park Municipal Code to the requirements of Division 2.1, as amended from time to time, including the amendments effected by Public Act 104-200 (eff. 1-1-26); and

WHEREAS, the Corporate Authorities further desire to elect a code hearing unit under Division 2.1 in lieu of Division 2.2, and to remove from Chapter 26 all provisions drawn from or premised upon Division 2.2; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the health, safety, and welfare of the residents of the Village of Villa Park to amend the Villa Park Municipal Code as more particularly set forth hereinafter.

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

Section 2: Section 26-101 (“Purpose”) of Chapter 26 (“Administrative Adjudication”) of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-101. - Purpose; adoption of state statute.

(a) The stated purpose of this chapter is to provide for fair and efficient enforcement of village ordinances as may be allowed by law and directed by ordinance, through an administrative adjudication of violations of such village ordinances and establishing a schedule of fines and penalties, and authority and procedures for collection of unpaid fines and penalties.

(b) The village hereby adopts, in its entirety, Division 2.1 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 et seq., as amended from time to time (“Division 2.1”), and elects to be governed thereby. The provisions of Division 2.1 are incorporated into this chapter by reference as if fully set forth herein. Pursuant to 65 ILCS 5/1-2.2-1, the village adopts its code hearing unit under Division 2.1 in lieu of Division 2.2 of Article 1 of the Illinois Municipal Code (65 ILCS 5/1-2.2-1 et seq.), and Division 2.2 shall not apply to this chapter or to any proceeding hereunder. In the event of any conflict between this chapter and Division 2.1, the provisions of Division 2.1 shall control.

(c) The system of administrative adjudication established by this chapter shall afford all parties due process of law, including notice and an opportunity for hearing, in accordance with 65 ILCS 5/1-2.1-5.

Section 3: Section 26-102 (“Creation”) of Chapter 26 (“Administrative Adjudication”) of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-102. - Creation; jurisdiction.

(a) There is hereby established an executive department of the municipal government to be known as the Village of Villa Park Ordinance Enforcement Department, which shall serve as the code hearing unit of the village within the meaning of 65 ILCS 5/1-2.1-4(a), and to have the power to enforce compliance with all municipal ordinances as from time to time authorized by the village board (65 ILCS 5/1-2.2-1 et seq. 65 ILCS 5/1-2.1-1 et seq.), including building code violations as the method designated pursuant to Section 11-31.1-3 of the Illinois Municipal Code (65 ILCS 5/11-31.1-3), but not any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles and except for any reportable offense under Section 6-204 of the Illinois Vehicle Code (625 ILCS 5/6-204). The establishment of the Village of Villa Park Ordinance Enforcement Department does not preclude the village from using any other method to enforce ordinances of the village.

(b) The jurisdiction of the Ordinance Enforcement Department shall extend to the adjudication of any violation of a village ordinance, except: (1) proceedings not within the statutory or home rule authority of municipalities; (2) any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles; and (3) any reportable offense under Section 6-204 of the Illinois Vehicle Code (625 ILCS 5/6-204).

(c) The establishment of the Village of Villa Park Ordinance Enforcement Department and the adoption of a system of administrative adjudication do not preclude the village from using any other method to enforce ordinances of the village, including instituting an action in a court of law.

(d) Nothing in this chapter shall affect the validity of any system of administrative adjudication authorized by state law, including home rule authority, and in existence prior to the effective date of Public Act 90-516, nor shall this chapter preempt the village from adopting other systems of administrative adjudication pursuant to any home rule powers.

Section 4: Section 26-103 (“Administrative composition”) of Chapter 26 (“Administrative Adjudication”) of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-103. - Administrative composition; hearing officers.

* * *

(1) Hearing officer:

a. The hearing officer shall preside over all adjudicatory hearings and shall have the following powers and duties:

* * *

5. Issue and sign a written finding, decision and order stating whether a village ordinance violation exists; and a determination, based on the evidence presented at the hearing, of whether a village ordinance violation exists, which determination shall be in writing and shall include a written

finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply;

6. Impose penalties, ~~sanctions or such other relief~~ consistent with applicable village ordinance provisions and assess costs upon finding a party liable for the charged violation, except however, that in no event shall the hearing officer have authority to (i) impose a penalty of incarceration ~~or~~, or (ii) impose a fine in excess of fifty thousand dollars (\$50,000.00). Said maximum fine shall be exclusive of costs of enforcement or costs imposed to secure compliance with the village's ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the village. The hearing officer upon a finding of a violation shall include an additional amount of not less than thirty-five dollars (\$35.00) to be imposed by the hearing officer as administrative adjudication hearing costs. This additional penalty shall not be construed as part of the fine for the purposes of any reduction made in the fine for compliance with an order of the hearing officer; and

7. Enter orders prohibiting further code violations, or compelling the remediation of existing code violations within a specified time, and authorizing the village to take all necessary steps to remediate code violations.

b. Prior to conducting administrative adjudication proceedings under this chapter, the hearing officer shall have successfully completed a formal training program which includes the following:

1. Instruction on the rules of procedure of the administrative hearings over which the hearing officer shall preside;
2. Orientation to each subject area of the code violations that he/she will adjudicate;
3. Observation of administrative hearings; and
4. Participation in hypothetical cases, including ruling on evidence and issuing final orders.

A person who has served as a judge in Illinois is not required to fulfill the requirements of items 1 through 4 of this subsection b.

* * *

* * *

[Continued on Next Page]

Section 5: Section 26-104 (“Notice of violation”) of Chapter 26 (“Administrative Adjudication”) of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-104. - Institution of proceedings; notice ~~Notice of violation.~~

The system of administrative adjudication of any village ordinance violation authorized to be adjudicated hereunder, shall be in accordance with the following procedures:

(1) A proceeding before the Ordinance Enforcement Department shall be instituted upon the filing of a written pleading by an authorized official of the village. A violation notice issued and served in accordance with this chapter shall constitute such written pleading.

~~(1)~~(2) Violation notice of any ordinance violation including violations of the Villa Park Motor Vehicles and Traffic Code, chapter 14 of this Municipal Code, other than any offense under the Illinois Vehicle Code or a similar offense that is a traffic regulation governing the movement of vehicles and except for any reportable offense under Section 6-204 of the Illinois Vehicle Code (hereinafter the “Villa Park Motor Vehicle Code”), shall be issued by the persons authorized under this Code and shall contain information and shall be certified and constitute prima facie evidence of the violation cited as hereinafter set forth.

~~(2)~~(3) All full-time, part time, and auxiliary police officers as well as other individuals of any village department authorized by the village manager shall have the authority to issue violation notices.

~~(3)~~(4) Any individual authorized hereby to issue violation notices and who detects an ordinance violation authorized to be adjudicated under this chapter or a violation of any section of any village ordinance, is authorized to issue notice of violation thereof and shall make service thereof as is hereinafter set forth.

~~(4)~~(5) The violation notice shall contain, but shall not be limited to, the following information:

a. The name and address of the party violating the ordinance, if known.

b. The date, time and place of the violation (date of issuance).

c. The type and nature of the ordinance violated.

d. Vehicle make and state registration number (if applicable).

e. The penalty which may be assessed for failure to appear.

~~f. The names and witnesses of the violation.~~

~~g.~~f. The signature and identification number of the person issuing the notice.

~~h.~~g. The ~~docket number~~, date and location of the adjudicating hearing of ordinance violations, if applicable, other than violations of the Villa Park Motor Vehicle Code,

the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.

i.h. If applicable to the violation in question, the amount of the fine as set by the Village Code that may be paid by any party admitting to a violation in lieu of attendance at a hearing.

~~(5) The date of the hearing shall not be less than thirty (30), nor more than forty (40) days after the violation is reported.~~

(6) Hearings shall be scheduled with reasonable promptness. In all non-emergency situations, if requested by the defendant, the defendant shall have at least fifteen (15) days after service of process to prepare for a hearing. For purposes of this subsection, "non-emergency situation" means any situation that does not reasonably constitute a threat to the public interest, safety, or welfare. If service is provided by mail, the fifteen (15) day period shall begin to run on the day that the notice is deposited in the mail.

(7) If the notice requires the respondent to answer within a certain amount of time, the village shall reply to the answer within the same amount of time afforded to the respondent.

Section 6: Section 26-105 ("Service and notice of hearing") of Chapter 26 ("Administrative Adjudication") of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-105. - Service and notice of hearing.

(a) Parties shall be served with process in a manner reasonably calculated to give them actual notice, including, as appropriate: personal service of process upon a party or its employees or agents; service by first class mail at a party's address; or notice that is posted upon the property where the violation is found when the party is the owner or manager of the property. Without limiting the foregoing, service ~~Service~~ of any violation notice shall be made by the person issuing such notice:

(1) In the case of violation of the Villa Park Motor Vehicle Code, service shall be made by:

- a. Affixing the original or a facsimile of the notice to an unlawfully standing or parked vehicle, unstickered vehicle; or vehicle violating any compliance regulation;
- b. ~~Handling~~ Handing the notice to the registered owner, operator, or lessee of the vehicle, if present; or
- c. Mailing the notice by first class mail to the person responsible for the ordinance violation, along with a summons commanding the individual to appear at the hearing.

(2) In the case of violation of the building code, service shall be made by:

a. First class mail on the owner of the structure, along with a summons commanding the owner to appear at the hearing;

b. If the name of the owner of the structure cannot be ascertained or if service on the owner cannot be made by mail, service may be made on the owner by posting or nailing a copy of the notice on the front door of the structure where the violation is found, not less than twenty (20) days before the hearing is scheduled.

(3) In the case of any ordinance violation other than a violation of the Villa Park Motor Vehicle Code or Building Code, service shall be made by personal service upon the person responsible for the ordinance violation, or by mailing the notice by first class mail to the person responsible for the ordinance violation, along with a summons commanding the individual to appear at the hearing, or, where the party is the owner or manager of the property upon which the violation is found, by posting the notice upon that property.

(b) Parties shall be given notice of an adjudicatory hearing which includes the type and nature of the code violation to be adjudicated, the date and location of the adjudicatory hearing, the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.

~~(b)~~(c) The correctness of facts contained in any violation notice shall be verified by the person issuing said notice by:

(1) Signing his/her name to the notice at the time of issuance; or

(2) In the case of a notice produced by a computer device, by signing a single certificate, to be kept by the ordinance enforcement administrator, attesting to the correctness of all notices produced by the device while under his/her control.

~~(e)~~(d) The original or a facsimile of the violation notice shall be retained by the ordinance enforcement administrator and kept as a record in the ordinary course of business.

~~(d)~~(e) Any violation notice issued, signed and served in accordance herewith, or a copy of the notice, shall be prima facie correct and shall be prima facie evidence of the correctness of the facts shown on the notice.

Section 7: Section 26-106 (“Administrative hearings”) of Chapter 26 (“Administrative Adjudication”) of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-106. - Administrative hearings.

(a) An administrative hearing shall be granted for the following:

* * *

(b) Parties shall be provided with an opportunity for a hearing during which they may be represented by counsel at their own expense, present witnesses, and cross-examine opposing

witnesses. Parties may request the hearing officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents.

~~(b) No continuances shall be authorized by the hearing officer at the hearing except where absolutely necessary to protect the rights of the individual. Lack of preparation does not constitute cause for a continuance. No continuance may be granted for more than thirty-five (35) days.~~

(c) All administrative hearings shall be recorded and shall culminate in a determination of liability or nonliability, made by the hearing officer, who shall consider facts and/or testimony without the application of the formal or technical rules of evidence. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonable reasonably prudent persons in the conduct of their affairs.

(d) The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with section 26-110 hereof. ~~Persons appearing to contest the alleged violation on its merits may be represented by counsel at their own expense.~~ The burden of proof shall be on the alleged offender to refute the prima facie case set forth in the verified notice of violation.

* * *

Section 8: Section 26-107 (“Final determination of liability”) of Chapter 26 (“Administrative Adjudication”) of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-107. - Final determination of liability.

* * *

(c) A notice of final determination of liability shall be sent following the conclusion of an administrative hearing ~~within five (5) days after the final determination of liability is made,~~ as is hereinafter set forth, and shall contain, but not be limited to, the following information and warnings:

(1) The hearing officer’s findings of fact.

(2) A decision of whether or not a code violation exists based upon the findings of fact.

(3) An order stating the fine, penalty, or action with which the defendant must comply, including, where applicable, any order prohibiting further code violations or compelling the remediation of existing code violations within a specified time.

~~(3)~~(4) A statement that the unpaid fine and any penalty assessed is a debt due and owing the village.

~~(4)~~(5) A statement of any sanction ordered or costs imposed which costs are debts due and owing the village.

~~(5)~~(6) A warning that failure to pay the fine and any penalty due and owing the village within the time specified may result in proceeding with collection procedures.

~~(6)~~(7) A warning that the person's drivers license may be suspended for failure to pay fines or penalties for ten (10) or more vehicular standing or parking violations under 625 ILCS 5/6-306.5, incorporated herein by reference.

~~(7)~~(8) A warning that the vehicle owned by the person and located within the village may be immobilized and impounded for failure to pay fines or penalties for ten (10) or more vehicular standing or parking regulation violations.

~~(8)~~(9) Any other warning of possible impoundment as permitted by law or ordinance.

Section 9: Section 26-108 ("Judicial review") of Chapter 26 ("Administrative Adjudication") of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-108. - Judicial review.

Any final decision by a hearing officer that a code violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois Administrative Review Law, 65 ILCS 5/1-2.1-1 et seq., and 65 ILCS 5/1-2.2-1 et seq. (735 ILCS 5/3-101 et seq.), in accordance with 65 ILCS 5/1-2.1-7.

Section 10: Section 26-109 ("Enforcement of judgment") of Chapter 26 ("Administrative Adjudication") of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-109. - Enforcement of judgment.

* * *

(d) Upon being recorded in the manner required by Article XII of the Code of Civil Procedure or by the Uniform Commercial Code, aA lien shall be imposed on the real estate or personal estate, or both, of the individual in the amount of any debt due and owing the municipality under this chapter. The lien may be ~~recorded and~~ enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction. No lien may be enforced under this chapter until it has been recorded in the manner provided by Article XII of the Code of Civil Procedure or by the Uniform Commercial Code.

* * *

Section 11: Section 26-110 (“Schedule of fines/penalties”) of Chapter 26 (“Administrative Adjudication”) of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-110. - Schedule of fines/penalties.

Fines and penalties shall be imposed in accordance with the Village Code, or where no fine or penalty is expressed in the Village Code, the hearing officer may impose a fine or penalty according to his judgment. ~~However, in no case may the fines imposed by the hearing officer exceed seven hundred fifty dollars (\$750.00) per violation per day.~~ However, in no event may the hearing officer impose a penalty of incarceration or a fine in excess of fifty thousand dollars (\$50,000.00), exclusive of costs of enforcement or costs imposed to secure compliance with the village’s ordinances, which maximum shall not apply to cases to enforce the collection of any tax imposed and collected by the village.

Section 12: Section 26-111 (“Failure to appear, notice”) of Chapter 26 (“Administrative Adjudication”) of the Villa Park Municipal Code is hereby amended by deleting the struck-through language and adding the underlined language to read as follows:

Sec. 26-111. - Failure to appear; notice; default.

* * *

(d) Upon finding the alleged violation in default, the ordinance enforcement administrator shall send or cause to be sent notices by first class mail, postage prepaid to the violator who received the notice of an ordinance violation. Service of notices sent in accordance herewith shall be complete as of the date of deposit in the United States Mail. Any judgment entered by default may be set aside in accordance with section 26-109(e) of this chapter.

Section 13. The Village Manager is hereby authorized and directed to take such actions as may be necessary to implement and enforce the provisions of this Ordinance.

Section 14: 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 15. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 16. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Ordinance _____

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



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: August 10, 2026

SUBJECT: An Ordinance of the Village of Villa Park Amending Section 2-402 of the Villa Park Municipal Code Regarding Special Meetings.

RECOMMENDED ACTION:

This ordinance would amend the Villa Park Municipal Code to provide that a request to hold a special meeting of the Board of Trustees must be submitted at least 5 business days prior to the start of the meeting, except in the event of a bona fide emergency. This is a second reading.

BACKGROUND:

The Illinois Municipal Code (65 ILCS 5/3.1-40-25) allows the Corporate Authorities to determine the time and place of meetings, as well as the manner in which special meetings are called. The bare minimum notice requirement is 48 hours under the Open Meetings Act (5 ILCS 120/1 et seq.). As a non-home rule municipality, the Village cannot reduce statutory requirements, but minimums can be increased. Members of the Village Board and staff expressed a desire to lengthen the notice period for special meetings so that all elected and appointed officials have a meaningful opportunity to attend.

DISCUSSION:

This amendment creates a requirement that any call of a special meeting the Village President or three trustees, in writing, shall be made at least five (5) business days prior to the start of that meeting. The Village Clerk then has four (4) business days to provide notice to the rest of the Village Board. An exception was also added for bona fide emergencies, in which case there is no minimum to call a meeting and notice must be given as soon as practicable.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 2-402 OF THE VILLAGE OF VILLA PARK
MUNICIPAL CODE IN THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS REGARDING SPECIAL MEETINGS**

WHEREAS, the Village of Villa Park (the “*Village*”) is a non-home-rule municipal corporation duly organized and existing under the laws of the State of Illinois, and exercises only those powers granted to non-home-rule municipalities by the Illinois Constitution of 1970 and by statute; and

WHEREAS, the Village President and Board of Trustees of the Village (the “*Corporate Authorities*”) may from time to time amend the text of the Villa Park Municipal Code when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, Section 3.1-40-25 of the Illinois Municipal Code (65 ILCS 5/3.1-40-25) allows the Corporate Authorities to prescribe the times and places of village board meetings and the manner in which special meetings may be called; and

WHEREAS, the Open Meetings Act, 5 ILCS 120/1 *et seq.*, requires that public notice of a special meeting be given at least 48 hours in advance, which establishes a minimum requirement and does not preclude the Village from adopting a longer period of advance notice; and

WHEREAS, the Corporate Authorities have determined that requiring at least 5 business days’ notice of special meetings, other than those held in the event of a bona fide emergency, will afford the Village President, the Trustees, the Village Clerk, the Village Manager, and other Village officials a reasonable opportunity to arrange their respective schedules to attend special meetings in person, while also providing increased transparency; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the welfare of the residents of the Village of Villa Park to amend the Villa Park Municipal Code as more particularly set forth hereinafter.

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

Section 2: Section 2-402 ("*Special Meetings*") of Division 1 ("*Generally*") of Article IV ("*Corporate Authorities*") of Chapter 2 ("*Administration*") of the Villa Park Municipal Code is hereby amended by adding the underlined language and deleting the stricken language, to read as follows:

Sec. 2-402. – Special meetings.

Special meetings of the board of trustees shall be held upon call and pursuant to law upon request of the president or any three (3) or more trustees provided such request is in writing at least five (5) business days prior to the commencement of such meetings, duly signed and presented to the village clerk who shall then proceed immediately to prepare notices concerning the same and cause them to be served upon the corporate authorities at least ~~forty-eight (48) hours~~ four (4) business days prior to the commencement of such meetings, ~~except a meeting held in the event of a bona fide emergency~~ which notice shall also include the agenda for the special, rescheduled, or reconvened meeting. In the event of a bona fide emergency, a request to call a special meeting may be made as soon as practicable. Notice of an emergency meeting shall be given as soon as practicable, but in any event prior to the holding of such meeting, to any news medium which has filed an annual request for notice under 5 ILCS 120/2.02. Such notices shall describe briefly the nature or object of the call.

Section 3: The Village Manager is hereby authorized and directed to take such actions as may be necessary to implement and enforce the provisions of this Ordinance.

Section 4: If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Ordinance _____

Section 5: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6: This Ordinance shall be in full force and effect from and after 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

Memo



To: President Patrick and Board of Trustees

From: Michael Guerra, P.E., Assist Village Manager *mlg*

Date: July 10, 2026

Re: Ordinance Amending water rates and charges

Purpose

To approve an ordinance restructuring the Village's water utility rate model effective January 1, 2027. This change decouples the current combined volumetric rate into two distinct components and establishes a predictable 2% annual escalator on the local distribution rate through 2029.

Background

The Village currently charges a flat-water rate of **\$10.54 per 1,000 gallons**. This single-rate model blends the supply cost of purchasing water from the DuPage Water Commission (DWC) with the Village's internal costs to operate, maintain, and repair our local distribution infrastructure. Blending these costs obscures the true drivers of water rate adjustments. It also leaves the Village utility fund vulnerable to deficits when external supply costs increase greater than expected.

Proposed Rate Restructuring

The proposed ordinance separates the user rate into two transparent line items starting **January 1, 2027**:

1. **DWC Pass-Through Supply Charge (\$5.89 per 1,000 gallons):** This captures the exact supply cost levied by our external supplier DuPage Water Commission (DWC). The ordinance includes an automatic pass-through provision. If the DWC adjusts its price in the future, the local rate will adjust by the identical amount. This protects the Village from absorbing external supply hikes.
2. **Village Distribution and Operations Charge (\$4.74 per 1,000 gallons):** This represents the remaining portion of the current rate. It is dedicated exclusively to local Villa Park infrastructure, system delivery, leak detection, and regulatory compliance.

Multi-Year Escalation Schedule

To keep pace with inflation and fund critical capital improvement projects, the ordinance implements an automatic 2% annual increase applied **only to the local Village Distribution portion** on January 1st of each year for three years:

- **January 1, 2027:** \$5.89 Supply + \$4.74 Distribution = **\$10.63** total (+\$0.09/1k gal)
- **January 1, 2028:** \$5.89 Supply + \$4.83 Distribution = **\$10.72** total (+\$0.09/1k gal)
- **January 1, 2029:** \$5.89 Supply + \$4.93 Distribution = **\$10.82** total (+\$0.10/1k gal)

Key Benefits

- **Fiscal Accountability:** Residents see exactly how much water costs to buy versus how much it costs to distribute locally.
- **Fund Stabilization:** Separating the DWC baseline ensures external cost spikes do not cannibalize the Village's local capital repair budget.

- **Predictable Infrastructure Planning:** The 2% local escalation provides a stable, predictable revenue stream. This allows Public Works to accurately plan long-term water main replacements and water quality upgrades.

The Need for Local Escalation

While the supply cost of water from the DuPage Water Commission (DWC) is a direct pass-through, the cost to deliver that water through Villa Park's local distribution system increases annually. Deferring small, predictable rate adjustments results in deferred maintenance, unexpected infrastructure failures, and eventual emergency repairs that cost more for residents.

The 2% escalator provides four primary strategic benefits:

1. **Combating Local Inflationary Pressures**
The costs of specialized distribution material and hardware (valves, hydrants, meters), and emergency repair services consistently rise. A fixed 2% annual adjustment allows the Water Fund to hedge against inflation without running an operational deficit.
2. **Funding Mandated Infrastructure Upgrades**
Public Works faces strict, ongoing regulatory requirements, including the IEPA-mandated Lead Service Line Replacement program. The local distribution fee revenue stays 100% inside Villa Park to fund these local engineering, excavation, and replacement efforts.
3. **Predictable Capital Project Budgeting**
Adopting a three-year revenue curve allows the Public Works Department to schedule multi-year capital improvements confidently.

Residential Household Impact Analysis

The 2% escalator applies strictly to the local distribution portion (\$4.74 starting in 2027), not the DWC supply portion. This minimizes the actual financial impact on households. The table below illustrates the projected monthly impact based on a standard residential benchmark of **5,000 gallons per month**:

Calendar Year	Total Combined Volumetric Rate	Monthly Bill (5,000 Gallons)	Monthly Dollar Change	Cumulative Monthly Change
2026 (Baseline)	\$10.54 per 1,000 gal	\$52.70	\$0.00 (<i>No Change</i>)	\$0.00
2027 (Year 1)	\$10.63 per 1,000 gal	\$53.15	+\$0.45	+\$0.45
2028 (Year 2)	\$10.72 per 1,000 gal	\$53.60	+\$0.45	+\$0.90
2029 (Year 3)	\$10.82 per 1,000 gal	\$54.10	+\$0.50	+\$1.40

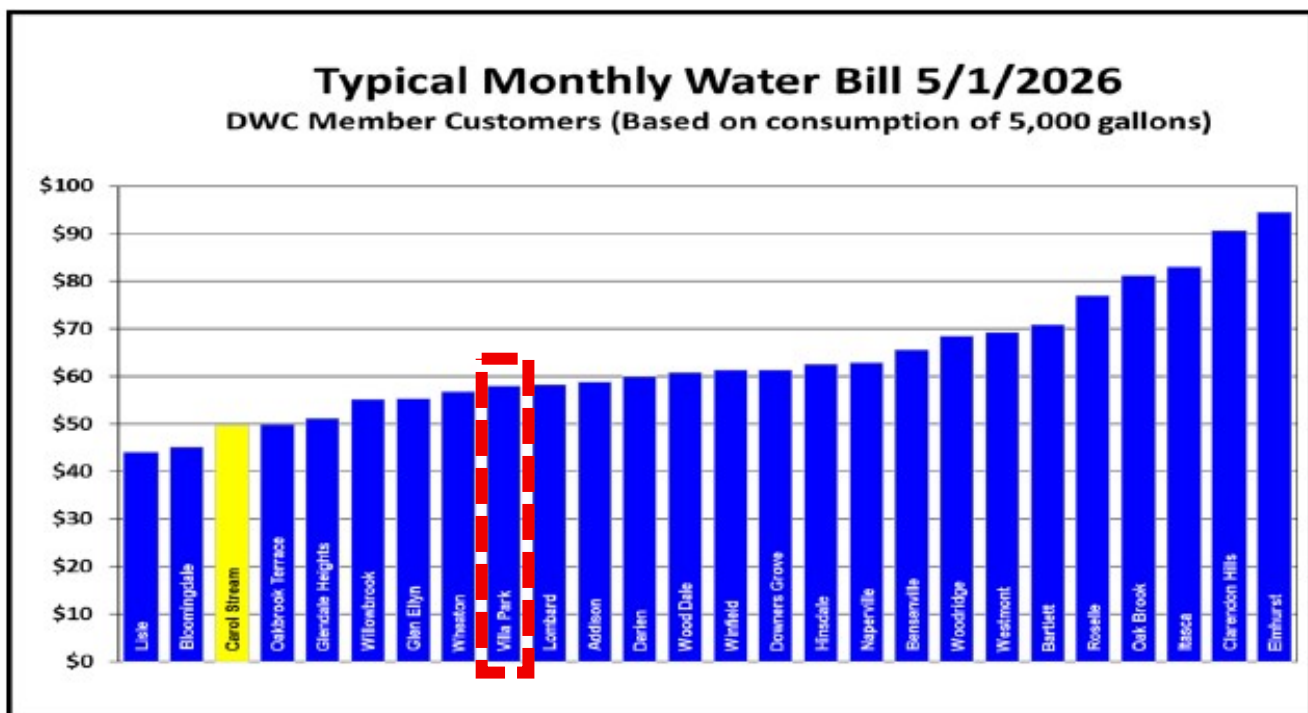
Volumetric Water Rate Comparison (Per 1,000 Gallons)

The table below compares Villa Park's proposed rates to the updated 2026/2027 rate schedules of surrounding municipalities. Note that this isolates **water-only volumetric rates** and excludes separate sewer charges or flat monthly base fees.

Municipality	Volumetric Water Rate (Per 1,000 Gal)	Additional Water-Specific Fees / Structure Notes
Villa Park (Proposed 2027)	\$10.63	after 2% adjustments: unbundled transparency.
Lombard (2027)	\$10.87	\$9.80 base water + \$1.07 variable capital rate (plus fixed fees).

Elmhurst (Current)	\$14.82	DuPage Water Commission Charge \$5.80 + Elmhurst Water \$9.02 Plus a fixed capital infrastructure fee (based on meter size)
Glen Ellyn (current)	\$10.50	Adjusted up from \$10.31 following their municipal rate study.
Carol Stream (current)	\$9.92	Lower baseline, but subject to flat 5% annual escalators.
Roselle (Current)	\$10.75	\$10.75 base water + \$9.25 Capital Improvement Surcharge.
Villa Park (Proposed 2029)	\$10.82	Final escalated rate after all 2% adjustments are completed.

Previously Carol Stream reviewed all the current DWC members in DuPage County as of 5/1/26 and generated the chart below.



The chart above shows the typical monthly water bill for all communities that purchase water through the DuPage Water Commission (DWC).

(Table 1, "Typical Monthly Water Bill", Village of Carol Stream, 2026: <https://www.carolstream.org/departments/finance/water-and-sewer-billing/general-billing-information>)

Therefore, proposed initial rate of **\$10.63 per 1,000 gallons** (and even the year-three escalated rate of **\$10.82**) keeps Villa Park highly competitive, tracking right at or below the regional average for DuPage Water Commission water distribution members.

Conclusion

An ultimate variance of \$1.40 per month after three years ensures the Water Fund remains fully self-sustaining. This nominal adjustment protects local infrastructure, satisfies IEPA water safety mandates, and avoids the steep, double-digit rate hikes seen in other DuPage County communities.

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS AMENDING SECTION 25-104 OF THE VILLA PARK MUNICIPAL CODE
REGARDING WATER RATES AND CHARGES**

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, pursuant to sections 5/11-117-12, 11-126-4, 11-129-6, 11-129-10 and 11-139-8 of the Illinois Municipal Code, as amended, (65 ILCS 5/11-117-12; 65 ILCS 5/11-126-4; 65 ILCS 5/11-129-6; 65 ILCS 5/11-129-10; 65 ILCS 5/11-139-8) the Village has the power and authority to determine the rate for water and wastewater usage and such rates shall be sufficient to meet operation and maintenance costs, to provide a depreciation fund and to meet any revenue bond payments; and,

WHEREAS, the Village operates and maintains a public water supply distribution system for the benefit of its residents and commercial businesses; and

WHEREAS, the Village purchases its water supply from the DuPage Water Commission ("DWC") and currently charges users a single blended volumetric rate, which combines the external cost of water supplied by the DWC with the Village's internal costs to operate, maintain, and repair its local water distribution system; and

WHEREAS, the Village President and Board of Trustees of the Village (the "*Corporate Authorities*") have determined that blending these costs into a single rate obscures the true drivers of water rate adjustments and leaves the Village's Water Fund vulnerable to operating deficits when external supply costs increase more than anticipated; and

WHEREAS, the Corporate Authorities desire to restructure the Village's volumetric water rate, effective January 1, 2027, into two distinct and transparent components: (i) a DuPage Water Commission Pass-Through Supply Charge, which shall automatically adjust to reflect any change in the rate charged to the Village by the DWC, and (ii) a Village Distribution and Operations Charge, dedicated exclusively to the Village's local distribution infrastructure, system delivery, leak detection, and regulatory compliance; and

WHEREAS, the Corporate Authorities further desire to establish a predictable two (2) percent annual adjustment to the Village Distribution and Operations Charge on January 1st of each year through 2029 in order to keep pace with inflationary pressures on distribution materials, hardware, and repair services, to fund mandated infrastructure obligations, including the Illinois Environmental Protection Agency's Lead Service Line Replacement requirements, and to provide a stable revenue stream for the planning of long-term capital improvements; and

Ordinance No: _____

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the health, safety, and welfare of the residents of the Village of Villa Park to amend the Villa Park Municipal Code as more particularly set forth hereinafter;

WHEREAS, the President and Board of Trustees have determined these rate increases are required to maintain water and wastewater services to fund capital expenses related to the Village's capital improvement program, increasing utility spending due to inflation and increased maintenance.

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 facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: Section 25-104 ("*Rates and charges—Established.*") of Article I ("*In General*") Chapter 25 ("*Water, Sewers and Sewage Disposal*") the Villa Park Municipal Code is hereby amended by deleting Section 25-107 ("*Rates and Charges-Established.*") in its entirety and replacing it with the following:

Sec. 25-104. - Rates and charges—Established.

- (a) The wastewater service charge for the use of and for services supplied by the wastewater facilities shall be comprised of operation and maintenance and equipment replacement costs. The total unit service charge shall be computed by apportioning these total costs to a cost per one thousand (1,000) gallons of water consumption. The wastewater service charge shall be computed by the following formula: $CW = (Vu) CU + CS + CB$:

Where CW = Amount of waste service charge (\$) per billing period

Vu = Water consumption volume for the billing period

CU = Basic user rate in \$ per 1,000 gallons

CS = Amount of surcharge if applicable

CB = Amount of customer billing and administrative service charge

- (b) The following rates and charges are hereby established:

(1) *Water rates:*

- a. For property users within the village, a charge per one thousand (1,000) gallons based on the following schedule:

Effective Rate	Rate
----------------	------

Ordinance No: _____

Current rate:	\$10.54
Bills rendered as of 1/1/2027	\$10.63
Bills rendered as of 1/1/2028	\$10.72
Bills rendered as of 1/1/2029	\$10.82

*Effective for all bills rendered on or after January 1, 2027, the total charge per one thousand (1,000) gallons for property users within the village shall be unbundled and shall consist of the sum of the following two (2) components:

1. DuPage Water Commission Pass-Through Supply Charge. A supply charge of five dollars and eighty-nine cents (\$5.89) per one thousand (1,000) gallons, representing the actual cost of water supplied to the village by the DuPage Water Commission ("DWC"). In the event the DWC adjusts the rate it charges the village for the supply of water, the pass-through supply charge established herein shall automatically be adjusted by an identical amount, effective as of the effective date of the DWC rate adjustment, without further action by the corporate authorities. Notice of any such adjustment shall be provided to users in conjunction with a regular bill.

2. Village Distribution and Operations Charge. A distribution charge per one thousand (1,000) gallons, dedicated exclusively to the operation, maintenance, repair, and improvement of the village's local water distribution system, including system delivery, leak detection, and regulatory compliance, including without limitation the lead service line replacement program mandated by the Illinois Environmental Protection Agency, in accordance with the following schedule, which reflects an annual adjustment of two (2) percent applied on January 1st of each year:

Effective Date	Village Distribution and Operations Charge
Bills rendered as of 1/1/2027	\$4.74
Bills rendered as of 1/1/2028	\$4.83
Bills rendered as of 1/1/2029	\$4.93

**Note: The total combined user rate will adjust fluidly if the DuPage Water Commission alters its baseline wholesale tariff.*

The total combined volumetric rate for any billing period shall equal the sum of the DuPage Water Commission Pass-Through Supply Charge and the Village Distribution and Operations Charge then in effect.

(2) *Sewer rates:* For all users of the village wastewater treatment and collection system, a charge per one thousand (1,000) gallons based on the following schedule:

Ordinance No: _____

Effective Date	Rate
Current rate:	\$3.57
Bills rendered as of 7/1/21	\$3.62
Bills rendered as of 1/1/22	\$3.67
Bills rendered as of 1/1/23	\$3.73
Bills rendered as of 1/1/24	\$3.79
Bills rendered as of 1/1/25	\$3.85

and a waste water customer charge per account per month as follows:

Effective Date	Rate
Current rate:	\$1.66
Bills rendered as of 7/1/21	\$1.68
Bills rendered as of 1/1/22	\$1.71
Bills rendered as of 1/1/23	\$1.74
Bills rendered as of 1/1/24	\$1.77

Ordinance No: _____

Effective Date	Rate
Bills rendered as of 1/1/25	\$1.80

(3) *Customer billing charge:* A customer billing and administrative charge for water and/or sewer service in the amount of two dollars (\$2.00) per month shall be added to rates and charges otherwise provided in this subsection.

(4) *Combined sewer separation charge:* Commencing on July 1, 2021, the combined sewer separation charge will be based on the following schedule:

Effective Date	Residential	Commercial, Industrial, Multifamily
Current	\$3.00	\$6.00
Bills rendered as of 7/1/21	\$3.30	\$6.60
Bills rendered as of 1/1/22	\$3.63	\$7.26
Bills rendered as of 1/1/23	\$3.99	\$7.98
Bills rendered as of 1/1/24	\$4.39	\$8.78
Bills rendered as of 1/1/25	\$4.83	\$9.66

Residential rates are for customer service accounts with two (2) dwelling units or less and sanitary sewer commercial, industrial and residential multi-family (with more than two (2) dwelling units) customer service accounts which shall be charged upon a monthly period or any portion thereof. The combined sewer separation charge shall only be used to fund the separation

Ordinance No: _____

of the combined storm and sanitary sewer systems. The combined sewer separation charge shall be billed on a common statement and collected along with water and sewer system charges. If payment is insufficient to pay the total of all portions of the utility bill, the payment shall be applied first to the water service charges. Commencing on February 1, 2017, the combined sewer separation charge of a residential customer service account of a person enrolled in the State of Illinois Benefit Access Program, that provides proof of such enrollment to the finance department and occupying a single-family residence shall be charged only fifty (50) percent of the combined sewer separation.

(c) The adequacy of both the water and the wastewater service charge shall be reviewed not less often than annually by certified public accountants for the village. The DuPage Water Commission Pass-Through Supply Charge shall be adjusted whenever the wholesale water rate charged by the DuPage Water Commission is modified. The Village Distribution and Operations Charge shall be reviewed annually to determine whether additional adjustments beyond those established herein are necessary to adequately fund operation, maintenance, repair, replacement, regulatory compliance, capital improvements, debt service, reserves, and other expenses of the Village water distribution system.

(d) Each user will be notified at least annually in conjunction with a regular the then-current DuPage Water Commission Pass-Through Supply Charge, the Village Distribution and Operations Charge and that portion of the user charges which are attributable to wastewater collection and excess flow treatment services. Any adjustment resulting from a change in the DuPage Water Commission wholesale rate shall be reflected on the next practicable billing cycle and identified on the customer's bill.

(e) There shall be no minimum charges.

(f) The owner of the premises and the occupant thereof and the user of either water or sewage service or both water and sewage service shall be jointly and severally liable to pay for the service on said premises; such service is furnished to the premises by the village only upon the condition that the owner of the premises, the occupant and the user of the service are jointly and severally liable therefor.

(g) The rates established in subsection (b) of this section shall be effective for all bills rendered on or after the appropriate effective date, as set forth in subsection (b).

(h) Billing schedule. Except as provided hereinafter, all bills shall be rendered based upon a monthly billing cycle. The rates and service charges established for users in this article I shall be effective as of the date set forth hereinabove.

(i) The computation of rates and service charges established for user charges in this article I shall be made available to a user within ten (10) days of receipt of a written request for same.

Ordinance No: _____

Any disagreement over the method used or the computation thereof shall be addressed by the village treasurer within thirty (30) days after notification of a formal written appeal outlining the discrepancies. For purposes of this subsection, the computation shall include the DuPage Water Commission Pass-Through Supply Charge, the Village Distribution and Operations Charge, wastewater user charges, customer billing charges, and any applicable surcharges or adjustments.

Section 3. The Village Manager is hereby authorized and directed to take such actions as may be necessary to implement and enforce the provisions of this Ordinance, including making appropriate adjustments to the Village's utility billing system to reflect the unbundled rate structure established herein.

Section 4. 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 5. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law, and the rates established in Section 2 hereof shall apply to all bills rendered on or after the effective dates set forth therein.

(Intentionally Left Blank)

Ordinance No: _____

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



MEMORANDUM

TO: Village Board of Trustees
FROM: Steve Stapleton, Fire Chief
DATE: August 10, 2026
SUBJECT: Ordinance Authorizing a Professional Services Agreement with 845 Design Group for the Fire Station 82 Evaluation, Programming, and Design Project

RECOMMENDED ACTION:

Staff recommends adoption of the attached Ordinance authorizing the Village Manager to execute a Professional Services Agreement with 845 Design Group in the amount of \$499,860 to provide architectural design and related professional services, including coordination of the necessary engineering consultants, for the evaluation, programming, and design of the permanent Fire Station 82 through the renovation and repurposing of a portion of the former Iowa Community Center (ICC).

BACKGROUND: As part of the Village's long-term Capital Improvement Plan, staff is advancing the evaluation, programming, and design of a permanent Fire Station 82 through the adaptive reuse of a portion of the former Iowa Community Center. The project will transform a portion of the existing Village-owned building into a modern fire station while allowing the remaining areas to be repurposed for future Village programming. This approach maximizes the long-term value of an existing public asset, improves service delivery, and provides a cost-effective solution to meet the Fire Department's current and future operational needs.

The Village solicited Statements of Qualifications from architectural firms specializing in public safety facilities and received seven qualified submissions. Following a qualifications-based evaluation and interview process, four firms were shortlisted. After careful review, staff selected 845 Design Group based on its demonstrated experience designing fire stations and other public safety facilities, its qualifications, project approach, and clear understanding of the Village's operational vision and long-term objectives.

Following contract negotiations, staff reached agreement on a Professional Services Agreement for \$499,860. The scope includes facility evaluation, programming, conceptual design, design development, construction documents, bidding assistance, construction administration, and coordination of the required engineering consultants. Because of the project's size and complexity, staff also intends to procure a Construction Manager at Risk (CMAR) through a separate qualifications-based selection process to provide preconstruction services, including cost estimating, constructability reviews, scheduling, value engineering, and coordination of the Design-Build

mechanical, electrical, plumbing, and fire protection (MEP/FP) systems throughout the design process.

DISCUSSION: Approval of this agreement authorizes the professional services necessary to evaluate, program, and design the permanent Fire Station 82. This action authorizes only the design phase of the project and does not authorize construction.

The design process will provide the Village Board with a clearly defined project scope, operational recommendations, milestone cost estimates, a project schedule, and reliable construction cost information needed to evaluate the project before any construction authorization is requested. Throughout the design process, the Architect and future Construction Manager will collaborate to evaluate design alternatives, review constructability, identify value engineering opportunities, refine project costs, and improve budget certainty before construction begins.

The project has been intentionally structured with defined decision points throughout the design and preconstruction process. At each milestone, the Village Board will have the opportunity to review the project's scope, schedule, and updated cost estimates before authorizing the next phase of work. If, at any point, the project exceeds the Village's financial objectives or is no longer in the Village's best interest, the Board may modify the project scope, pause the project, or discontinue further work before proceeding to construction.

In addition to programming and designing the permanent Fire Station 82, the Architect will evaluate the remaining portions of the former Iowa Community Center to identify opportunities for future Village use, improve overall building efficiency, and maximize the long-term value of this important Village-owned asset.

Upon completion of the design and preconstruction phases, staff will return to the Village Board with the completed design, updated project scope, project schedule, the Construction Manager's Guaranteed Maximum Price (GMP), and a recommendation regarding construction for separate Board consideration.

Financial Impact:

The Professional Services Agreement with 845 Design Group is \$499,860 and will be funded through the Village's approved Capital – Building & Land Improvements Fund (Fund 11). Any future authorization for construction, including approval of the Construction Manager's Guaranteed Maximum Price (GMP), will be presented to the Village Board for separate consideration and approval.

Conclusion:

Approval of this agreement represents the next step in the Village's long-term investment in public safety infrastructure. Completing the evaluation, programming, and design process before considering construction demonstrates sound fiscal stewardship by reducing project risk, improving budget certainty, and ensuring the proposed facility is appropriately designed to meet the operational needs of the Fire Department while maximizing the long-term value of the former Iowa Community Center for the Village and its residents.

Approval of this agreement does not commit the Village to construction. Rather, it authorizes the planning and design necessary for the Village Board to make informed decisions at defined

milestones throughout the project, ensuring the Board retains full control over the project's scope, budget, and future direction.

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 28th day of July in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Village of Villa Park, Fire Department
20 South Ardmore Avenue
Villa Park, IL 60181-2696

and the Architect:
(Name, legal status, address and other information)

845 Design Group, PC
106 Calendar Court, #131
La Grange, IL 60525
Phone: 708.218.9974

for the following Project:
(Name, location and detailed description)

The existing facility, located at 338 North Iowa in Villa Park is currently serving as the temporary Fire Station. This project will be in two phases. Phase 1: Evaluate the existing layout of the Station, identify current and future operational needs. Develop a floor plan and exterior elevations that provide the current and future needs of the Fire Department. Phase 2: Provide Construction Documents for permit and bidding purposes. Provide procurement services for a Construction Manager and provide Architectural services during Construction.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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12	SPECIAL TERMS AND CONDITIONS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Misc. Information

- Asbestos abatement has been completed
- There are no plans to change the building code any time soon
- Project may require phasing due to budget constraints; the Phasing of construction of spaces was outlined as follows:

1: Bay Addition + Renovation of Living Quarters

2: Renovation of Administration Area

3: Remaining space (gym/classroom space) to be used by another Village department and improvements to these spaces include structural improvements (need for lateral bracing per IMEG report) and new MEP/FP systems and interior finishes.

Site/Civil

- Existing playground, walking path and skatepark to remain.
- Existing sports fields in open grass area on west side of site do not need to be preserved allowing flexibility for the new Bay/apron and Addison Road curb cut.
- Civil Engineers must review the Village's storm water requirements for the site
- Civil Engineers to provide traffic study for exiting onto Addison Road. Review the possibility of flashing lights activated when doors are triggered. Engineers to review the potential backup of cars with the adjacent train tracks
- Landscape Arch to review the Village's landscape requirements for the site
- New parking area for crew/staff
- Re-surfacing/stripping of existing parking lot
- Demo existing storage room on the north side and provide covered parking on the north side of the building.

- The new zoning will place the property in a PUD. Present to ZBA (site plan approval), Plan Commission (review variations and PUD). Village Board meets 2nd and 4th Monday.
- Bocce court will be removed and used for fenced in Living Quarters courtyard area with a covered patio area.
- 845 will assist with procuring soil borings and testing of the quality of soil. This is an Owner cost separate from the design services contract.

Programming/Arch

- Plan is to renovate the existing 25,000 sq ft building and provide an addition of approx. 7,500 sq ft for the (3) bay apparatus and ancillary spaces. The bay will have tandem parking and a mezzanine. The Bay addition with Living Quarters will most likely be the first phase, Administration as the second phase and the rest of the building as third phase. 845 will provide design drawings for all three phases. Once the phases are priced the Owner can decide how to proceed.
- This station will house (1) ambulance, (1) Engine and (1) car
- Provide (8) bunks with (1) wellness/quiet room. Review the option of walls that are not full height with doors
- (4) single user restrooms in the living quarters
- Separate locker room for storage purposes only
- Provide full kitchen and day room in living quarters
- Admin to have separate break room from living quarters
- Decontamination restroom off the apparatus
- Living Quarters fitness room- would like outdoor access (via overhead door if possible) onto a fenced courtyard area.

Structural

- Structural: New lateral bracing is required per IMEG report (include in fee proposal)
- Reinforce structure if rooftop equipment is required.
- Provide a storm shelter in the new addition

MEP/FP

- Apparatus to have trench drains, radiant heat, vehicle exhaust, grease interceptor, Low-Speed, High-Volume fans.
- MEP Engineers and Structural: The building will require a new roof. Existing building has a boiler system (to be removed) and window A/C (to be removed). There is no equipment on the roof. Furnaces or RTU's are up for discussion
- MEP Engineers provide new fire alarm, sprinkler system (8" line), generator (no generator is on site currently)
- Provide new light fixtures
- Plumbing will be relocated.
- Fire Suppression to be added
- Provide apparatus required reels, hose bibs

Budget

Provide (3) budget estimates.

Deliverables:

- Existing Conditions Assessment Report (completed by a previous firm)
- Space Needs and Programming Report;
- Conceptual and Schematic Design Drawings;
- Preliminary Cost Estimates (to be provided by the Construction Manager); and
- Final Feasibility Report with Recommendations.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Addison Road is West of the building, the train tracks are South of the building, and the Park District fields are East of the building.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the renovation and addition is \$10,000,000.00. Any costs, expenses, or other amounts that are anticipated to exceed this estimated construction cost shall be subject to the Village's prior written review and approval before such costs are incurred.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Schematic Design Phase (Phase 1):

November 2026

Construction Document Phase (Permit and Bidding Documents): April 2027

.2 Construction commencement date:

June 2027

.3 Substantial Completion date or dates:

July 2028

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager as Constructor (CMC), cost plus a fee with Guaranteed Maximum Price (GMP). The Construction Manager shall be referred to herein as the Contractor. The Mechanical, Electrical, Plumbing Engineers will be design/build and hold a contract under the Mechanical, Electrical and Plumbing subcontractors.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Owner requests Architect's advice and counsel concerning Sustainable best practices. Owner to consider its Return on investment on any larger items. The extent and cost associated with sustainability objectives will be at the Owner's direction.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

The Village of Villa Park Fire Department
Fire Chief Steve Stapleton
20 South Ardmore
Villa Park, IL 60181-2696
630.833.5350 ext. 6054

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

The Village of Villa Park Fire Department
Fire Chief Steve Stapleton
20 South Ardmore
Villa Park, IL 60181-2696
630.833.5350 ext. 6054

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer (soil borings):

To be determined

.2 Construction Manager (Mechanical, Plumbing, Electrical Engineering will be Design/Build. This service will be provided under the Mechanical, Plumbing and Electrical Subcontractors).

To be determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

- a. Station Alerting system (Electrical Engineer to provide conduit, Station Alerting Company to provide devices and locations)
- b. Topographic survey with private utility locations and ALTA/ACSM survey if required

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

845 Design Group, PC
Jamie Zaura, AIA, LEED AP BD + C
106 Calendar Court, #131
La Grange, IL 60525
Telephone Number: (708) 872.4146
Fax Number: (708) 407.9008
Email Address: jamiez@845designgroup.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

McCluskey Engineering Corporation
Seth Michael
1887 High Grove Lane
Naperville, IL 60540
Telephone Number (630) 717.5399

.2 Civil Engineer/Landscape Architect

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the milestones set forth in Section 1.1.4.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and one million (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000) per claim and three million (\$ 3,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.6 The Architect acknowledges that timely and consistent communication with the Owner is an integral part of the Standard of Care. The Architect shall maintain open, timely, and responsive communication with the Owner throughout the Project. The Architect shall respond to the Owner's telephone calls, emails and other written communications within three (3) days of receipt. The Architect shall also attend regularly scheduled progress meetings with the Owner, in-person or by videoconference as the Owner may direct, at such frequency as the Owner and Architect may mutually agree in writing. Failure by the Architect to substantially comply with the requirements of this Section 2.6 shall constitute a material breach of the Architect's obligations under this Agreement, subject to the default and cure provisions of Section 9.4

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. In this instance the Mechanical, Plumbing and Electrical Engineers are Design/**Build and will be under the Construction Manager's contract**. The Architect shall provide the following basic services:

- **Programming;**
- **Multiple conceptual design alternatives;**
- **Existing facility surveys necessary to perform the agreed scope;**
- **Site evaluation and planning necessary to perform the agreed scope; and**
- **Other services specifically required by the RFQ unless mutually agreed otherwise**

§ 3.1.1 The Architect shall manage the Architect's services, the services of its consultants, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information, but shall not have any duty to independently research, validate or verify such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. This schedule of services shall be consistent with the milestones identified in Section 1.1.4. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. In the event the Architect is hindered, delayed or prevented from performing its' obligations under this Agreement as a result of any fire, flood, landslide, tornado, pandemic or other act of God, malicious mischief, theft, pandemic, strike lockout, other labor problems, shortages of material or labor, failure of any government agency or Owner to furnish information or to approve or to disapprove Architect's work or other Force Majeure cause, the time for completion of Architect's work shall be extended by the period resulting delay.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of

non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall furnish and submit the required documents to governmental agencies having jurisdiction over the project, the Architect shall assist the Owner in securing necessary approvals of such documents, and shall incorporate changes in the Construction Documents as may be required by such authorities.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Architect to complete its services for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, and schedule. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule.

§ 3.2.6 The Contractor shall be responsible for cost estimating and shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall submit the Schematic Design Documents to the Owner, in both full-size physical copies and digital copies, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Contractor shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall use the Standard of Care to incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project.

§ 3.4.3 During the development of the Construction Documents, the Contractor shall develop and prepare procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms. The Architect shall provide a form or Conditions of the Contract for the Construction (General, Supplementary and other Conditions) for review and editing by the Owner and the Owner's attorneys. The Architect shall also compile a project manual that includes the Specifications.

§ 3.4.4 The Contractor shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective trade contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 Procuring the reproduction of bidding documents for electronic distribution to prospective bidders;
- .2 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .3 Organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not bind the Architect or affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for any Contractor’s or trade contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or trade contractors, or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to

payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 As part of its Basic Services the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Contractor shall prepare Change Orders and Construction Change Directives for the Architect's review and the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review requests for changes in the Work that would result in a material change to the Contract Sum or Contract Time. Architect shall make a recommendation to the Owner, who may authorize further investigation by the Architect or others of such change. Further investigation by the Architect shall be provided as an

Additional Service pursuant to Section 4.2.2.3. Upon such authorization for further investigation, the Architect shall review the request and recommend to the Owner the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of Architect. With the Owner's approval, the Contractor shall incorporate these estimates into a Change Order or other appropriate document for the Owner's review and execution. Alternatively, upon the Owner's direction, the Architect may deny the request for changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct site visits and observations to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion; with the Owner's consent
- .3 Prepare a punch list of final completion or correction items and issue a final Certificate for Payment based upon a final observations indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site visits shall be conducted with the Owner to review conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected punch list.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount recommended that the Owner retain from the Contract Sum, if any, pending final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor for Owner's review, analysis, approval, and use: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, perform a final site visit to observe the Work and conduct a meeting with the Owner to review the facility operations and performance. The Architect shall cooperate with the Owner to actively pursue and resolve issues involving defects or discrepancies in the Work that are observed by Architect during its site visit.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect

§ 4.1.1.7	Development of Building Information Models for post construction use	Architect
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Construction Manager
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Construction Manager
§ 4.1.1.13	On-site project representation	Architect
§ 4.1.1.14	Conformed documents for construction (IFC)	Architect
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Architect
§ 4.1.1.18	Facility support services	N/A
§ 4.1.1.19	Tenant-related services	N/A
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21	Telecommunications/data design	Owner
§ 4.1.1.22	Security evaluation and planning	Owner
§ 4.1.1.23	Commissioning	Owner or Contractor as agreed upon
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25	Fast-track design services	N/A
§ 4.1.1.26	Multiple bid packages	Architect if required
§ 4.1.1.27	Historic preservation	N/A
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29	Other services provided by specialty Consultants	N/A
§ 4.1.1.30	Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

The Architect, if required by the Owner, will provide multiple bid packages for demolition and foundation work. Any additional bid packages beyond this scope of work shall be an additional service.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement.

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Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner, in writing, with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Review, Contractor to evaluate, the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly up to fortyeight (48) visits to the site by the Architect during construction
- .3 One (1) site visit and observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) site visit and observation for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work (defined as an increase or decrease of 5% or more), the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Owner shall carry Builder's Risk or all-risk property insurance with policy limits equal to the Cost of the Work and including the Owner, Contractor, Subcontractors, Architect, and Architect's consultants as insureds as their interest may appear. Owner shall contractually require the Contractor to include the Owner, Architect, and Architect's consultants additional insureds on Contractor's general liability and excess or umbrella insurance policies, on a primary and non-contributory basis.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect and Contractor shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and Contractor in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The completeness, accuracy, and correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect shall reserve the right to retain PDF or electronic version of hard copy originals of all Project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of Illinois law.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance or other insurance applicable to the Project, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 Mediation

§ 8.2.1 The parties agree to timely meet and cooperate in good faith to attempt to informally resolve any claim, dispute, or other matter arising out of or related to this Agreement between Owner and Architect before proceeding to mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement between Owner and Architect that is not informally resolved shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the Chicago Office of JAMS or ADR Systems, at the option of the party first demanding mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall select a mutually agreeable mediator. If the parties cannot mutually agree to a mediator within thirty (30) days after written demand for mediation, the Chicago Office of JAMS or ADR Systems shall have authority to select a mediator for the parties to use. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall use good faith efforts to conclude the mediation within ninety (90) days after the date that the written demand for mediation was sent. If the parties do not resolve the dispute through mediation, whether due to a failure to agree or due to the expiration of the afore-mentioned ninety (90) day period to conclude the mediation, either party may proceed to litigation as set forth in Section 8.2.4 of this Agreement. In the event that a claim, dispute, or other matter in question arises between the Owner and Architect the Architect shall continue to perform all services required by this Agreement without interruption through the conclusion of mediation, provided that the Owner continues to perform its payment obligations in accordance with the terms of this Agreement through the conclusion of mediation.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect of amounts not reasonably disputed in good faith in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination pursuant to Section 9.4 or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all undisputed sums due prior to suspension and shall negotiate with the Owner for any direct expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than forty-five (45) consecutive days or ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect shall be compensated for undisputed services performed prior to notice of such suspension. When the Project is resumed, the Owner and the Architect shall negotiate in good faith the amount of any compensation the Owner will pay the Architect for direct expenses incurred in the interruption and resumption of the Architect's services. The Owner and Architect shall negotiate in good faith adjustments to the Architect's fees for the remaining services and the time schedules for completion. In no event shall Architect claim or be entitled to recover consequential damages pursuant to Section 9.1 or Section 9.2

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination (a "Default"). Prior to terminating the Agreement, the non-Defaulting party shall serve written notice on the Defaulting party, which notice shall clearly define the nature of the Default and which shall provide thirty (30) days to the Defaulting Party to cure the Default. If the Default is not cured during said thirty (30) day period, the Defaulting Party is in breach of the Agreement, and the non-Defaulting Party may immediately terminate the Agreement by written notice to the Defaulting party.

§ 9.5 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.6 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of State of Illinois. The exclusive venue for litigation between the parties shall be the Circuit Court in DuPage County, Illinois. The party that substantially prevails in litigation between the parties shall be entirely to recover its reasonable attorney's fees, expert witness fees, court reporter fees, costs of litigation and court costs from the other party.

§ 10.2 Unless otherwise defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Owner agrees to indemnify and hold harmless Architect from all claims, damages, fines and causes of action arising out of the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect shall immediately report to the Owner the presence and location of, any hazardous material which they become aware of.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner and Architect may disclose any information specifically required by law including but not limited to the Illinois Freedom of Information Act, to do so.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and Article 4 (Supplemental Services), the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum (printing is considered a reimbursable expense and not included in this amount)
(Insert amount)

\$499,860.00

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Based on the hourly rates listed in Section 11.7. Architect shall provide the additional service amount and Owner approval prior to work started.

§ 11.3 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	\$70,140.00	percent (14.03%	%)
Design Development Phase	\$164,820.00	percent (33.97%	%)
Construction Documents Phase	\$174,760.00	percent (34.96%	%)
Procurement Phase	\$15,040.00	percent (3.01%	%)
Construction Phase	\$75,100.00	percent (15.02%	%)
Total Basic Compensation		one hundred percent (100.00 %)	

§ 11.4 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Architect	\$150.00
Mech/Elec/Plumbing Engineer	\$245.00
Structural Engineer	\$190.00
Civil Engineer	\$215.00
Landscape Architect	\$200.00

§ 11.7 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages.

§ 11.10 Payments to the Architect

§ 11.11.2 Progress Payments

§ 11.11.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

In accordance with the Local Government Prompt Payment Act.

§ 11.11.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.11.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.

- .2 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

ARCHITECT *(Signature)*

BY: .

(Printed name and title)

BY: Jamie Zaura, AIA, LEED, BD+C

(Printed name, title, and license number if required)



Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:31:36 CDT on 08/04/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 28th day of July in the year 2026

Phone: 708.218.9974

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- .1 Schematic Design phase milestone dates, if any: Phase (Phase 1):

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective, requests Architect's advice and counsel concerning Sustainable best practices. Owner to consider its Return on investment on any larger items. The extent and cost associated with sustainability objectives will be at the Owner's direction.~~

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- .1 Geotechnical Engineer (soil borings):
- ~~.2 Civil Engineer:~~
- .2 Construction Manager (Mechanical, Plumbing, Electrical Engineering will be Design/Build. This service will be provided under the Mechanical, Plumbing and Electrical Subcontractors).
- a. Topographic survey with private utility locations and ALTA/ACSM survey if required

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- ~~.2 Mechanical Engineer:~~
- ~~.3 Electrical Engineer:~~

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

:

- .2 Civil Engineer/Landscape Architect

Eriksson Engineering Associates, LTD

135 South Jefferson Street, Suite 135

Chicago, IL 60661

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the “Standard of Care”). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project and in accordance with the milestones set forth in Section 1.1.4.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ \$1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

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§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers’ Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and ~~(\$ one million~~ (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000) per claim and three million (\$ 3,000,000) in the aggregate.

§ 2.6 The Architect acknowledges that timely and consistent communication with the Owner is an integral part of the Standard of Care. The Architect shall maintain open, timely, and responsive communication with the Owner throughout the Project. The Architect shall respond to the Owner’s telephone calls, emails and other written communications within three (3) days of receipt. The Architect shall also attend regularly scheduled progress meetings with the Owner, in-person or by videoconference as the Owner may direct, at such frequency as the Owner and Architect may mutually agree in writing. Failure by the Architect to substantially comply with the requirements of this Section 2.6 shall constitute a material breach of the Architect’s obligations under this Agreement, subject to the default and cure provisions of Section 9.4

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical/civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. In this instance the Mechanical, Plumbing and Electrical Engineers are Design/Build and will be under the Construction Manager’s contract. The Architect shall provide the following basic services:

- **Programming;**
- **Multiple conceptual design alternatives;**
- **Existing facility surveys necessary to perform the agreed scope;**
- **Site evaluation and planning necessary to perform the agreed scope; and**
- **Other services specifically required by the RFQ unless mutually agreed otherwise**

§ 3.1.1 The Architect shall manage the Architect’s services, the services of its consultants, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information, but shall not have any duty to independently research, validate or verify such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. This schedule of services shall be consistent with the milestones identified in Section 1.1.4. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work ~~as set forth in the Initial Information~~. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction. In the event the Architect is hindered, delayed or prevented from performing its' obligations under this Agreement as a result of any fire, flood, landslide, tornado, pandemic or other act of God, malicious mischief, theft, pandemic, strike lockout, other labor problems, shortages of material or labor, failure of any government agency or Owner to furnish information or to approve or to disapprove Architect's work or other Force Majeure cause, the time for completion of Architect's work shall be extended by the period resulting delay.

§ 3.1.6 The Architect shall furnish and submit the required documents to governmental agencies having jurisdiction over the project, the Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project securing necessary approvals of such documents, and shall incorporate changes in the Construction Documents as may be required by such authorities.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, ~~budget for the Cost of the Work~~, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Architect to complete its services for the Project.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, ~~schedule and budget for the Cost of the Work and schedule~~. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, ~~and budget for the Cost of the Work~~.

§ 3.2.6 ~~The Architect~~ Contractor shall be responsible for cost estimating and shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall submit the Schematic Design Documents to the Owner, in both full-size physical copies and digital copies, and request the Owner's approval.

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements ~~and the budget for the Cost of the Work~~, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The ~~Architect~~Contractor shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements ~~and the budget for the Cost of the Work~~, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall ~~use the Standard of Care to incorporate the into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents design of the Project.~~

§ 3.4.3 During the development of the Construction Documents, the ~~Architect~~Contractor shall ~~assist the Owner in the development and preparation of~~ (1) develop and prepare procurement information that describes the time, place, and conditions of bidding, including_ bidding or proposal forms; (2) ~~the form of agreement between the Owner and Contractor; and~~ (3) ~~the~~. The Architect shall provide a form or Conditions of the Contract for the Construction (General, Supplementary and other Conditions) for review and editing by the Owner and the Owner's attorneys. The Architect shall also compile a project manual that includes the ~~Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.~~

§ 3.4.4 The ~~Architect~~Contractor shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

The Architect shall assist the Owner in establishing a list of prospective trade contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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- ~~.1 facilitating the distribution of Bidding Documents to prospective bidders;~~
- ~~.2 organizing and conducting a pre-bid conference for prospective bidders;~~
- ~~.3 preparing Procuring the reproduction of bidding documents for electronic distribution to prospective bidders;~~
- .2 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of_ the Bidding Documents to the prospective bidders in the form of addenda; and,
- ~~.43 organizing~~ Organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 ~~Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~

- ~~2 organizing and participating in selection interviews with prospective contractors;~~
- ~~3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not bind the Architect or affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for ~~the any Contractor's or trade contractor's~~ failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or trade contractors, or of any other persons or entities performing portions of the Work.

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§ 3.6.4.4 ~~Subject to Section 4.2,~~ As part of its Basic Services the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the ~~Architect~~ Contractor shall prepare Change Orders and Construction Change Directives for the Architect's review and the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.3 The Architect shall review requests for changes in the Work that would result in a material change to the Contract Sum or Contract Time. Architect shall make a recommendation to the Owner, who may authorize further investigation by the Architect or others of such change. Further investigation by the Architect shall be provided as an Additional Service pursuant to Section 4.2.2.3. Upon such authorization for further investigation, the Architect shall review the request and recommend to the Owner the additional cost and time that might result from such change, including any additional costs attributable to Additional Services of Architect. With the Owner's approval, the Contractor shall incorporate these estimates into a Change Order or other appropriate document for the Owner's review and execution. Alternatively, upon the Owner's direction, the Architect may deny the request for changes in the Work.

- ~~1~~ conduct inspections site visits and observations to determine the date or dates of Substantial Completion and the date of final completion;
- ~~2~~ issue Certificates of Substantial Completion; with the Owner's consent
- ~~3~~ forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- ~~4~~ Prepare a punch list of final completion or correction items and issue a final Certificate for Payment based upon a final inspection observations indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's ~~inspections~~ site visits shall be conducted with the Owner to ~~check~~ review conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list

submitted by the Contractor of Work to be completed or corrected punch list.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount ~~to be retained~~ recommended that the Owner retain from the Contract Sum, if any, ~~for pending~~ final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor for Owner's review, analysis, approval, and use: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon written request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, perform a final site visit to observe the Work and conduct a meeting with the Owner to review the facility operations and performance. The Architect shall cooperate with the Owner to actively pursue and resolve issues involving defects or discrepancies in the Work that are observed by Architect during its site visit.

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Architect</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Architect</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Architect</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Construction Manager</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Construction Manager</u>
§ 4.1.1.13 On-site project representation	<u>Architect</u>
§ 4.1.1.14 Conformed documents for construction (IFC)	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Architect</u>
§ 4.1.1.18 Facility support services	<u>N/A</u>
§ 4.1.1.19 Tenant-related services	<u>N/A</u>

§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21 Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22 Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23 Commissioning	<u>Owner or Contractor as agreed upon</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25 Fast-track design services	<u>N/A</u>
§ 4.1.1.26 Multiple bid packages	<u>Architect if required</u>
§ 4.1.1.27 Historic preservation	<u>N/A</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.30 Other Supplemental Services	<u>N/A</u>

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner, in writing, with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 ~~Evaluation of~~ Review, Contractor to evaluate, the qualifications of entities providing bids or proposals;

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- .3 One (1) ~~inspections~~ site visit and observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) ~~inspections~~ site visit and observation for any portion of the Work to determine final completion.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work (defined as an increase or decrease of 5% or more), the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. Owner shall carry Builder's Risk or all-risk property insurance with policy limits equal to the Cost of the Work and including the Owner, Contractor, Subcontractors, Architect, and Architect's consultants as insureds as their interest may appear. Owner shall contractually require the Contractor to include the Owner, Architect, and Architect's consultants additional insureds on Contractor's general liability and excess or umbrella insurance policies, on a primary and non-contributory basis.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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§ 6.3 In preparing estimates of the Cost of Work, the ~~Architect~~ Contractor shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. ~~The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.~~

§ 6.5 If at any time the ~~Architect's~~ Contractor's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect and Contractor shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect and Contractor in making such adjustments.

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§ 7.6 The completeness, accuracy, and correctness of the Electronic Instruments of Service, information and data and use by the Owner is at its sole risk and responsibility. The Architect shall reserve the right to retain PDF or electronic version of hard copy originals of all Project documentation delivered to the Owner in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of Illinois law.

§ 8.1.2 To the extent damages are covered by property insurance or other insurance applicable to the Project, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, ~~except as specifically provided in Section 9.7.~~

§ 8.2.1 The parties agree to timely meet and cooperate in good faith to attempt to informally resolve any claim, dispute, or other matter arising out of or related to this Agreement between Owner and Architect before proceeding to mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement between Owner and Architect that is not informally resolved shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the ~~American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement~~ Chicago Office of JAMS or ADR Systems, at the option of the party first demanding mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint ~~or other appropriate~~

~~demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3~~

§ 8.2.3 The parties shall select a mutually agreeable mediator. If the parties cannot mutually agree to a mediator within thirty (30) days after written demand for mediation, the Chicago Office of JAMS or ADR Systems shall have authority to select a mediator for the parties to use. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall use good faith efforts to conclude the mediation within ninety (90) days after the date that the written demand for mediation was sent. If the parties do not resolve the dispute through mediation, whether due to a failure to agree or due to the expiration of the afore-mentioned ninety (90) day period to conclude the mediation, either party may proceed to litigation as set forth in Section 8.2.4 of this Agreement. In the event that a claim, dispute, or other matter in question arises between the Owner and Architect the Architect shall continue to perform all services required by this Agreement without interruption through the conclusion of mediation, provided that the Owner continues to perform its payment obligations in accordance with the terms of this Agreement through the conclusion of mediation.

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

§ 9.1 If the Owner fails to make payments to the Architect of amounts not reasonably disputed in good faith in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination pursuant to Section 9.4 or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner

before suspending services. In the event of a suspension of services in accordance herewith, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all undisputed sums due prior to suspension and ~~any~~ shall negotiate with the Owner for any direct expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than forty-five (45) consecutive days or ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect shall be compensated for undisputed services performed prior to notice of such suspension. When the Project is resumed, ~~the Owner and the Architect shall be compensated for~~ negotiate in good faith the amount of any compensation the Owner will pay the Architect for direct expenses incurred in the interruption and resumption of the Architect's services. The Owner and Architect shall negotiate in good faith adjustments to the Architect's fees for the remaining services and the time schedules for completion. In no event shall be equitably adjusted. Architect claim or be entitled to recover consequential damages pursuant to Section 9.1 or Section 9.2

§ 9.4 Either party may terminate this Agreement ~~upon not less than seven days' written notice~~ should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination-

~~**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

~~**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.~~

~~**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:~~

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

~~.1 — Termination Fee:~~

~~.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:~~

§ 9.8 (a "Default"). Prior to terminating the Agreement, the non-Defaulting party shall serve written notice on the Defaulting party, which notice shall clearly define the nature of the Default and which shall provide thirty (30) days to the Defaulting Party to cure the Default. If the Default is not cured during said thirty (30) day period, the Defaulting Party is in breach of the Agreement, and the non-Defaulting Party may immediately terminate the Agreement by written notice to the Defaulting party.

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§ 9.5 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.96 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 10.1 This Agreement shall be governed by the law of ~~the place where the Project is located, excluding that jurisdiction's choice of law rules.~~ If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern. Section 8.3, State of Illinois. The exclusive venue for litigation between the parties shall be the Circuit Court in DuPage County, Illinois. The party that substantially prevails in litigation between the parties shall be entirely to recover its reasonable attorney's fees, expert witness fees, court reporter fees, costs of litigation and court costs from the other party.

§ 10.2 ~~Terms~~ Unless otherwise defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery,

presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Owner agrees to indemnify and hold harmless Architect from all claims, damages, fines and causes of action arising out of the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect shall immediately report to the Owner the presence and location of, any hazardous material which they become aware of.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing, the Owner and Architect may disclose any information specifically required by law including but not limited to the Illinois Freedom of Information Act, to do so.

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§ 11.1 For the Architect’s Basic Services described under Article 3 and Article 4 (Supplemental Services), the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum (printing is considered a reimbursable expense and not included in this amount)
- ~~.2 Percentage Basis~~
 - ~~— (Insert percentage value)~~
 - ~~— () % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~
- .3 Other
 - ~~— (Describe the method of compensation)~~

~~**§ 11.2** For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)~~

~~**§ 11.3** \$499,860.00~~

§ 11.2 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

~~**§ 11.4** Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)~~

~~**§ 11.5** Based on the hourly rates listed in Section 11.7. Architect shall provide the additional service amount and Owner approval prior to work started.~~

§ 11.3 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>\$70,140.00</u>	percent (<u>14.03%</u>)	(%)
Design Development Phase	<u>\$164,820.00</u>	percent (<u>33.97%</u>)	(%)
Construction Documents Phase	<u>\$174,760.00</u>	percent (<u>34.96%</u>)	(%)
Procurement Phase	<u>\$15,040.00</u>	percent (<u>3.01%</u>)	(%)
Construction Phase	<u>\$75,100.00</u>	percent (<u>15.02%</u>)	(%)
Total Basic Compensation		one hundred percent (100.00 %)	

§ 11.64 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.65.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.76 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Employee or Category	Rate (\$0.00)
<u>Architect</u>	<u>\$150.00</u>
<u>Mech/Elec/Plumbing Engineer</u>	<u>\$245.00</u>
<u>Structural Engineer</u>	<u>\$190.00</u>
<u>Civil Engineer</u>	<u>\$215.00</u>
<u>Landscape Architect</u>	<u>\$200.00</u>

§ 11.87 Compensation for Reimbursable Expenses

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.

§ 11.10 Payments to the Architect

§ 11.11.2 Progress Payments

§ 11.4011.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

-%.

§ 11.40 In accordance with the Local Government Prompt Payment Act.

§ 11.11.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

~~§ 11.4011.2.3~~ Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 ~~SPECIAL TERMS AND CONDITIONS~~

~~Special terms and conditions that modify this Agreement are as follows:~~

~~(Include other terms and conditions applicable to this Agreement.)~~

ARTICLE 13 ~~SCOPE OF THE AGREEMENT~~

~~§ 4312.1~~ This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

~~§ 4312.2~~ This Agreement is comprised of the following documents identified below:

~~.2~~ ~~Building Information Modeling Exhibit, if completed:~~

~~.3~~ ~~Exhibits:~~

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~

~~[]~~ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~

~~[]~~ ~~Other Exhibits incorporated into this Agreement:~~

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

~~.4~~

~~.2~~ Other documents:

Variable Information

PAGE 1

AGREEMENT made as of the 28th day of July in the year 2026

Village of Villa Park, Fire Department

20 South Ardmore Avenue

Villa Park, IL 60181-2696

845 Design Group, PC

106 Calendar Court, #131

La Grange, IL 60525

Phone: 708.218.9974

The existing facility, located at 338 North Iowa in Villa Park is currently serving as the temporary Fire Station. This project will be in two phases. Phase 1: Evaluate the existing layout of the Station, identify current and future operational needs. Develop a floor plan and exterior elevations that provide the current and future needs of the Fire Department. Phase 2: Provide Construction Documents for permit and bidding purposes. Provide procurement services for a Construction Manager and provide Architectural services during Construction.

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Misc. Information

- Asbestos abatement has been completed
- There are no plans to change the building code any time soon
- Project may require phasing due to budget constraints; the Phasing of construction of spaces was outlined as follows:
 - 1: Bay Addition + Renovation of Living Quarters
 - 2: Renovation of Administration Area
 - 3: Remaining space (gym/classroom space) to be used by another Village department and improvements to these spaces include structural improvements (need for lateral bracing per IMEG report) and new MEP/FP systems and interior finishes.

Site/Civil

- Existing playground, walking path and skatepark to remain.
- Existing sports fields in open grass area on west side of site do not need to be preserved allowing flexibility for the new Bay/apron and Addison Road curb cut.
- Civil Engineers must review the Village's storm water requirements for the site
- Civil Engineers to provide traffic study for exiting onto Addison Road. Review the possibility of flashing lights activated when doors are triggered. Engineers to review the potential backup of cars with the adjacent train tracks
- Landscape Arch to review the Village's landscape requirements for the site

PAGE 3

- New parking area for crew/staff
- Re-surfacing/stripping of existing parking lot
- Demo existing storage room on the north side and provide covered parking on the north side of the building.
- The new zoning will place the property in a PUD. Present to ZBA (site plan approval), Plan Commission (review variations and PUD). Village Board meets 2nd and 4th Monday.
- Bocce court will be removed and used for fenced in Living Quarters courtyard area with a covered patio area.
- 845 will assist with procuring soil borings and testing of the quality of soil. This is an Owner cost separate from the design services contract.

Programming/Arch

- Plan is to renovate the existing 25,000 sq ft building and provide an addition of approx. 7,500 sq ft for the (3) bay apparatus and ancillary spaces. The bay will have tandem parking and a mezzanine. The Bay addition with Living

Quarters will most likely be the first phase, Administration as the second phase and the rest of the building as third phase. 845 will provide design drawings for all three phases. Once the phases are priced the Owner can decide how to proceed.

- This station will house (1) ambulance, (1) Engine and (1) car
- Provide (8) bunks with (1) wellness/quiet room. Review the option of walls that are not full height with doors
- (4) single user restrooms in the living quarters
- Separate locker room for storage purposes only
- Provide full kitchen and day room in living quarters
- Admin to have separate break room from living quarters
- Decontamination restroom off the apparatus
- Living Quarters fitness room- would like outdoor access (via overhead door if possible) onto a fenced courtyard area.

Structural

- Structural: New lateral bracing is required per IMEG report (include in fee proposal)
- Reinforce structure if rooftop equipment is required.
- Provide a storm shelter in the new addition

MEP/FP

- Apparatus to have trench drains, radiant heat, vehicle exhaust, grease interceptor, Low-Speed, High-Volume fans.
- MEP Engineers and Structural: The building will require a new roof. Existing building has a boiler system (to be removed) and window A/C (to be removed). There is no equipment on the roof. Furnaces or RTU's are up for discussion
- MEP Engineers provide new fire alarm, sprinkler system (8" line), generator (no generator is on site currently)
- Provide new light fixtures
- Plumbing will be relocated.
- Fire Suppression to be added
- Provide apparatus required reels, hose bibs

Budget

Provide (3) budget estimates.

Deliverables:

- Existing Conditions Assessment Report (completed by a previous firm)

- Space Needs and Programming Report;
- Conceptual and Schematic Design Drawings;
- Preliminary Cost Estimates (to be provided by the Construction Manager); and
- Final Feasibility Report with Recommendations.

Addison Road is West of the building, the train tracks are South of the building, and the Park District fields are East of the building.

PAGE 4

The estimated cost of construction for the renovation and addition is \$10,000,000.00. Any costs, expenses, or other amounts that are anticipated to exceed this estimated construction cost shall be subject to the Village's prior written review and approval before such costs are incurred.

November 2026

Construction Document Phase (Permit and Bidding Documents): April 2027

June 2027

July 2028

N/A

Construction Manager as Constructor (CMC), cost plus a fee with Guaranteed Maximum Price (GMP). The Construction Manager shall be referred to herein as the Contractor. The Mechanical, Electrical, Plumbing Engineers will be design/build and hold a contract under the Mechanical, Electrical and Plumbing subcontractors.

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. requests Architect's advice and counsel concerning Sustainable best practices. Owner to consider its Return on investment on any larger items. The extent and cost associated with sustainability objectives will be at the Owner's direction.~~

The Village of Villa Park Fire Department

Fire Chief Steve Stapleton

20 South Ardmore

Villa Park, IL 60181-2696

630.833.5350 ext. 6054

PAGE 5

The Village of Villa Park Fire Department

Fire Chief Steve Stapleton

20 South Ardmore

Villa Park, IL 60181-2696

630.833.5350 ext. 6054

To be determined

To be determined

- a. Station Alerting system (Electrical Engineer to provide conduit, Station Alerting Company to provide devices and locations)
- b. Topographic survey with private utility locations and ALTA/ACSM survey if required

845 Design Group, PC

Jamie Zaura, AIA, LEED AP BD + C
106 Calendar Court, #131

La Grange, IL 60525

Telephone Number: (708) 872.4146

Fax Number: (708) 407.9008

Email Address: jamiez@845designgroup.com

PAGE 6

McCluskey Engineering Corporation

Seth Michael

1887 High Grove Lane

Naperville, IL 60540

Telephone Number (630) 717.5399

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ \$1,000,000) for each occurrence and two million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

PAGE 7

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000) each accident, one million (\$ 1,000,000) each employee, and ~~(\$ one million~~ (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services

with policy limits of not less than one million (\$ 1,000,000) per claim and three million (\$ 3,000,000) in the aggregate.

PAGE 14

The Architect, if required by the Owner, will provide multiple bid packages for demolition and foundation work. Any additional bid packages beyond this scope of work shall be an additional service.

PAGE 15

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly up to fortyeight (48) visits to the site by the Architect during construction
- .3 One (1) ~~inspections~~ site visit and observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) ~~inspections~~ site visit and observation for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 19

[X] Litigation in a court of competent jurisdiction

PAGE 22

~~§ 41.3~~ \$499,860.00

~~§ 41.5~~ Based on the hourly rates listed in Section 11.7. Architect shall provide the additional service amount and Owner approval prior to work started.

Schematic Design Phase	<u>\$70,140.00</u>	percent (<u>14.03%</u>)
Design Development Phase	<u>\$164,820.00</u>	percent (<u>33.97%</u>)
Construction Documents Phase	<u>\$174,760.00</u>	percent (<u>34.96%</u>)
Procurement Phase	<u>\$15,040.00</u>	percent (<u>3.01%</u>)
Construction Phase	<u>\$75,100.00</u>	percent (<u>15.02%</u>)
Total Basic Compensation		one hundred percent (<u>100.00 %</u>)

PAGE 23

Employee or Category	Rate (\$0.00)
<u>Architect</u>	<u>\$150.00</u>
<u>Mech/Elec/Plumbing Engineer</u>	<u>\$245.00</u>
<u>Structural Engineer</u>	<u>\$190.00</u>
<u>Civil Engineer</u>	<u>\$215.00</u>
<u>Landscape Architect</u>	<u>\$200.00</u>

~~§ 11.40~~**11.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~§ 11.40~~In accordance with the Local Government Prompt Payment Act.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jamie Zaura, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:31:36 CDT on 08/04/2026 under Order No. 20250110001 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

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MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: August 10, 2026

SUBJECT: Discussion on Quarterly Coffee with the Board meetings versus monthly.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees
FROM: Ryan Morton, Village Attorney
DATE: August 10, 2026
SUBJECT: Appeal of Permit Denial - Off the Beaten Path Festival

RECOMMENDED ACTION:

BACKGROUND:

Resident J.P. Hochbaum submitted an application to the Village seeking a permit for an event he was planning to hold on September 12, 2026 at Rotary Park. Various meetings were held with Mr. Hochbaum to discuss his proposal as Village staff reviewed his application. On August 7, the Village notified Mr. Hochbaum that the Village had decided to deny his permit application. Per the denial letter, the application did not meet Village standards for public safety, emergency readiness, and operational impact. Among the issues cited for the denial were unavailability of police officers and other emergency responders, insufficient parking, and inadequate crowd management and safety plans. The Village recommended several changes to the proposal that might allow the event to be held in 2027.

DISCUSSION:

On August 7, 2026, Mr. Hochbaum sent an appeal letter to the Village President, appealing the decision "revoking the parade/public assembly permit." No permit was ever issued, so nothing has been revoked. However, Section 13-1710 of the Village Code does allow an appeal for a permit denial as well. Under the Village Code, the appeal must be heard and acted on by the corporate authorities at the next Village Board meeting. The Village Board may either uphold the denial of the permit or reverse the decision and award the permit.



Village of Villa Park

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

Kevin Patrick, Village President
Rolf Laukant, Village Clerk
Mike Rivas, Village Manager

www.invillapark.com

Phone (630) 834-8500
Fax (630) 834-8967
TDD (630) 834-8589

Mr. J.P. Hochbaum

Re: Off The Beaten Path Fest – Permit Determination

Mr. Hochbaum,

Thank you for submitting the updated Emergency Evacuation and Safety Plan and for the additional information related to parking, crowd management, site access and operational concerns related to your proposed event on September 12, 2026.

Unfortunately, after a full interdepartmental review, the Village must issue a **denial of the event permit**. Several essential requirements remain incomplete or insufficient to meet Village standards for public safety, emergency readiness, and operational impact. The Village cannot approve the proposed event due to these critical deficiencies, including:

Insufficient Police Staffing

The Village does not have the necessary sworn officers available to safely staff the event. Local and regional law enforcement resources are already allocated to multiple high-attendance events occurring that month, leaving no capacity to provide the level of coverage required. Without adequate police presence, the Village cannot ensure the safety and security of attendees, residents, or surrounding businesses.

Inadequate Emergency Services Availability

The Village Fire Department cannot provide the level of emergency response necessary for an event of this size. Existing daily operational demands prevent the department from dedicating the personnel and resources required to meet emergency service expectations for such large-scale gatherings. As a result, the Village is unable to guarantee timely and sufficient emergency response capabilities.

Parking Requirements

The Village of Villa Park does not designate special-event parking within the Zoning Ordinance; however, regional standards typically require one parking space per 10 attendees. Based on the proposed attendance of 2,500 individuals, the Department of Community and Economic Development (CED) recommends a minimum of 250 dedicated parking spaces. These spaces must be located within 650 feet of Rotary Park, in accordance with Section 7.6.2 of the Zoning Ordinance. The current event plan does not meet these minimum parking and proximity requirements.

Moreover, CED has emphasized that verbal assurances from nearby property owners do not satisfy Village-mandated parking standards. Written, signed parking agreements and a mapped delineation of available stalls, counts, and tenant impact must be provided. CED must be able to confirm the parking being made available is sufficient and does not impact the ability of existing businesses to meet their required parking standards. Additionally, for parking proposed outside of the required 650-foot radius, the Village must receive a copy of an agreement with a shuttle service and identify pick-up and drop-off locations subject to further review by the Village.

Emergency Operations & Safety Plan Deficiencies

The Village's preliminary risk assessment found multiple critical components missing or incomplete within your application, including:

- Lack of dedicated on-site emergency medical and public safety resources required for an event of the anticipated size.
- Absence of a complete, detailed site plan showing emergency exits, evacuation routes, EMS staging, command post location, and emergency vehicle access.
- Unspecified incident command structure, roles, contact information, and emergency communication redundancies.
- Insufficient detail regarding fire prevention measures, generator placement, cooking operations, and temporary electrical distribution.
- Unresolved evacuation timing and crowd movement considerations.

These gaps prevent the Village from confirming the event's ability to safely manage foreseeable emergencies.

Crowd Management, Security, and Staffing Unverified

While training intentions were noted, formal documentation of personnel assignments, staffing counts, crowd manager certification, and integration into an incident command structure has not been provided, which is especially problematic given the lack of available Village personnel. The Village also did not receive sufficient information regarding perimeter control, restricted access points, or required fencing to maintain safety and emergency access.

Given the magnitude of required staffing and the strain an assembly of this scale would place on Village services, the Village must deny the permit. However, the Village would be willing to revisit this proposal for 2027 if substantial modifications are made to reduce public safety risks and resource demands.

Recommended changes may include, but are not limited to:

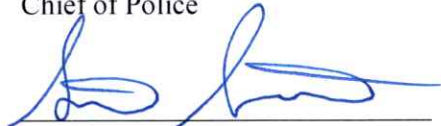
- Eliminating or restructuring the adults-only rave tent;
- Reducing anticipated attendance levels;
- Limiting alcohol service or adding stricter controls;
- Consolidating event areas to allow improved emergency access;
- Providing certified private security sufficient to offset police staffing needs;
- Implementing a revised parking and traffic management plan
- Ensuring ADA-compliant access, parking, restrooms, and viewing areas for an inclusive event and;

- Increasing insurance coverage for the event.

Thank you again for your cooperation and ongoing communication. We appreciate your commitment to hosting a safe and successful special event.

A handwritten signature in blue ink, appearing to read "Todd Kubish", followed by the number "114" written to the right of the signature line.

Todd Kubish
Chief of Police

A handwritten signature in blue ink, appearing to read "Steve Stapleton", written over a horizontal line.

Steve Stapleton
Fire Chief

Village President Kevin Patrick
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

Re: Appeal of Permit Revocation — Off the Beaten Path Festival, September 12, 2026

Dear President Patrick,

Pursuant to Section 13-1710 of the Villa Park Municipal Code, the undersigned hereby appeals the decision of the Chief of Police revoking the parade/public assembly permit issued for the Off the Beaten Path Festival, scheduled for September 12, 2026, at Rotary Park.

Notice of Decision

We received notice of the permit revocation on 8/7/2026. This appeal is filed within the two-business-day period required by Sec. 13-1710(a).

Grounds for Appeal

The revocation is improper for the following reasons:

No valid grounds for revocation exist under Sec. 13-1714. The code permits the Chief of Police to revoke a permit only upon (a) violation of the permit's conditions or issuance standards, or (b) a public emergency requiring redeployment of police resources. Neither condition is present here.

All permit conditions have been satisfied or being worked. The festival organizers have, at all times, complied with the conditions of the permit as issued, including [security staffing, insurance certificates, crowd management plan, vendor approvals, etc.]. The revocation causes substantial, irreversible harm. The festival is 35 days away. Nine bands are under contract, vendors have committed, tickets have been sold, numerous other financial investments have been made. Revocation at this stage will result in significant financial harm to organizers, vendors, and performers that cannot be undone if the permit is later restored after the date has passed.

The organizers respectfully request that the Village Board:

Convene a hearing on this appeal at the earliest available meeting, or at a special meeting called by the Mayor pursuant to Sec. 13-1710(a), and

Reinstate the permit for the Off the Beaten Path Festival on September 12, 2026, with any additional conditions the Board deems appropriate.

We are prepared to appear at any hearing and to provide documentation of compliance with all permit conditions.

Respectfully submitted,

J.P. Hochbaum



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: August 10, 2026

SUBJECT: Pursuant to 5 ILCS 120/2(c)(5), the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: August 10, 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: