



VILLAGE BOARD MEETING AGENDA

January 6, 2026
7:00 p.m.

Meetings can be watch on the [Village's YouTube Channel](#)

1. Call to Order; Roll Call

2. Pledge of Allegiance

3. Presentation of Meeting Minutes

a. Village Board Meeting – December 16, 2025

Documents:

[20251216 VB MINUTES.PDF](#)

4. Presentations

5. President's Comments

6. Audience Participation

7. First Readings

By unanimous consent, the Board may waive the Second Reading and

take final action on any First Reading agenda item.

a. Community Development Committee Report

Chair Trustee Gavanis; Co-Chair Trustee Leahy

b. Capital & Infrastructure Committee Report

Chair Trustee Daly; Co-Chair Trustee Aiani

- i. Discussion and possible action regarding Approving Task Order 23-R0682.1 for Robinson Engineering to Perform Final Engineering, Bidding and Construction Engineering Services for the Orchard Street Streetscape in the Estimated Amount of \$190,700 (Res. 1682-26)**

Documents:

[CAP I - ORCHARD STREET FINAL DESIGN AND CONSTRUCTION TO - 20251230.PDF](#)

c. Finance & Operations Committee Report

Chair Trustee Powers, Co-Chair Trustee Aiani

d. Intergovernmental Committee Report

Chair Trustee Leahy; Co-Chair Trustee Christensen

8. Consent Agenda

- a. Approving Resolution 1680-26 to Approve an Agreement with NTT Global Data Centers CH, LLC for CH3 and the Substation**

Documents:

[CONSENT A - NTT 3 RDA - 20251212_REDACTED.PDF](#)

- b. Approving Resolution 1678-26 to Adopt the Municipal Legislative Priorities of the DuPage Mayors and Managers Conference for the 2026 Legislative Session**

Documents:

[CONSENT B - DMMC LAP - 20251209.PDF](#)

- c. Approving Resolution 1679-26 to Adopt the Illinois Municipal League 2026 State Legislative Agenda**

Documents:

[CONSENT C - IML SLA - 20251209.PDF](#)

9. Non-Consent Agenda

- a. Discussion and possible action regarding approval of an Agreement with Stericycle Inc regarding its existing operation of a Potentially Infectious Medical Waste Transfer Station Facility at 1470 Norwood Avenue with truck parking and staging at 1401 Ardmore Avenue (Res. 1681-26)**

Documents:

[NON CONSENT A - STERICYCLE_1470_NORWOOD_FINAL 20251216_REDACTED.PDF](#)

10. Payment of Bills

- a. Payment of Bills through January 6, 2026**

Documents:

[ROB_1.6.26_REDACTED.PDF](#)

11. New Business

12. Old Business

- a. Discussion and possible action regarding Annexation Agreement and Annexation for 19W076 Granville Avenue (Ord. 2162-25)**

Documents:

[OLD BUSINESS A - GRANVILLE ANNEX AGREEMENT - 20251121_REDACTED.PDF](#)

- b. Discussion and possible action regarding Variances for a Single-Family Home for 19W076 Granville Avenue (Ord. 2163-25)**

Documents:

[OLD BUSINESS B - GRANVILLE VARIANCES 19W076 GRANVILLE - 20251121_REDACTED.PDF](#)

13. Department Head Reports

14. Village Administrator Report

15. Closed Session

16. Adjournment

Questions regarding meeting participation or requests for accommodation in accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 should be directed to the Deputy Clerk at deputyclerk@itasca.com or (630) 228-5605.



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
TUESDAY, DECEMBER 16, 2025
7:00 P.M.
ITASCA MUNICIPAL COMPLEX
2ND FLOOR BOARD ROOM

1. **Call to Order**

The Village Board Meeting was called to order by Mayor Pruyn at 7:01 p.m.

Roll Call

PRESENT: Mayor Jeff Pruyn, Trustee Jeff Aiani, Trustee Melissa Christensen, Trustee Brendan Daly, Trustee Dino Gavanese, Trustee Ellen Leahy, Trustee Patrick Powers.

ABSENT: None.

Others Present: Director of Police Bob O'Connor, Public Works Director Mike Subers, Engineering Consultant Mark Wesolowski, Assistant to Village Administrator Deanne Curelo, Community Development Director Kurtis Pozsgay, Finance Director Jennifer Mitchell, Village Administrator Carie Anne Ergo, Village Attorney Chuck Hervas, Village Clerk Jody Conidi.

2. **Pledge of Allegiance**

3. **Public Hearing**

a. **Public Hearing – 2025 Proposed Tax Levy**

Motion to open the Public Hearing for the 2025 Proposed Tax Levy.

Motion	Daly
Second	Powers
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

Mayor Pruyn called for public comments for the 2025 Proposed Tax Levy.

No public comments were made.

Motion to close the Public Hearing for the 2025 Proposed Tax Levy.

Motion	Daly
Second	Powers
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

4. Meeting Minutes

a. Village Board Meeting – December 2, 2025

Motion to approve the Village Board Meeting Minutes for Tuesday, December 2, 2025.

Motion	Daly
Second	Christensen
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

5. Presentations

6. President Comments

Itasca Fire Protection District No. 1 had a ribbon cutting ceremony for Fire Station 67 on Tuesday, December 16, 2025 and the next Coffee with the Mayor is at Biggby Coffee on Saturday, January 24, 2026.

7. Audience Participation

8. First Readings

a. Community Development Committee

Chair: Trustee Gavanese; Co-Chair: Trustee Leahy

i. Zoning Certificates – New Applicants

Zoning Certificates were presented for Air Power International Express (CHI), Inc., 1 Pierce Place, Suite 270C, and FHC Newco, LLC dba FHC Marketing, 1135 North Baker Drive.

ii. NTT Global Data Centers CH – CH3 and Substation Agreement

Motion to approve the agreement “NTT Global Data Centers CH, LLC Development Agreement for the CH3 Data Center” and the new electrical substation.

Motion	Gavanese
Second	Daly
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

iii. Stericycle – Medical Waste Transfer Station and Staging Location Agreement

Motion to approve an agreement with Stericycle for a potentially infectious medical waste transfer station facility at 1470 West Norwood Avenue and staging and truck parking at 1401 West Ardmore Avenue.

Motion	Gavanes
Second	Powers
Aye (5)	Christensen, Daly, Gavanes, Leahy, Powers
No (1)	Aiani
Absent (0)	None
MOTION APPROVED.	

b. Capital and Infrastructure Committee

Chair: Trustee Daly; Co-Chair: Trustee Aiani

c. Finance and Operations Committee

Chair: Trustee Powers; Co-Chair: Trustee Aiani

i. Non-Home Rule Municipal Retailers' and Service Occupation Taxes – Approval

Motion to approve Resolution 2165-25, "An Ordinance Implementing a Non-Home Rule Municipal Retailers' Occupation Tax and a Non-Home Rule Municipal Service Occupation Tax for the Village of Itasca".

Motion	Powers
Second	Daly
Aye (6)	Aiani, Christensen, Daly, Gavanes, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

ii. DuPage Mayors and Managers Conference – 2026 Municipal Legislative Priorities

Motion to approve Resolution 1678-26, "A Resolution Endorsing the Legislative Action Program of the DuPage Mayors and Managers Conference for the 2026 Legislative Session".

Motion	Powers
Second	Gavanes
Aye (6)	Aiani, Christensen, Daly, Gavanes, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

iii. Illinois Municipal League – 2026 State Legislative Agenda

Motion to approve Resolution 1679-26, "A Resolution Endorsing the State Legislative Agenda of the Illinois Municipal League for the 2026 Legislative Session".

Motion	Powers
Second	Daly
Aye (6)	Aiani, Christensen, Daly, Gavanes, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

- iv. **Financial Report – Fiscal Year 2026 Second Quarter**
The Financial Report for Fiscal Year 2026 Second Quarter ending October 31, 2025 was presented.

- d. **Intergovernmental Committee**
Chair: Trustee Leahy; Co-Chair: Trustee Christensen

9. Consent Agenda

- a. Resolution 1676-25 – Disbursement of Charity Proceeds from 2025 Village Events
- b. Resolution 1677-25 – Renew the Intergovernmental Agreement for the O’Hare Noise Compatibility Commission

Motion to approve the Consent Agenda.

Motion	Powers
Second	Daly
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

10. Non-Consent Agenda

- a. **6N521 Andrene Lane – Annexation Agreement and Annexation**
Motion to approve the Annexation Agreement between the Village of Itasca and Itasca Management LLC for the annexation of 6N521 Andrene Lane located at the southeast corner of Andrene Lane and Irving Park Road.

Motion	Gavanese
Second	Leahy
Aye (7)	Mayor Pruyn, Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

Motion to approve Ordinance 2159-25, “An Ordinance Annexing Certain Territory to the Village of Itasca, DuPage County, Illinois (Southeast Corner of Andrene Ln. and Irving Park Rd. (6N521 Andrene Ln.), Itasca Management LLC – 265,131 Square Feet)”.

Motion	Christensen
Second	Leahy
Aye (7)	Mayor Pruyn, Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

b. 6N521 Andrene Lane – Subdivision and R-1 to R-2 Rezoning

Motion to approve Ordinance 2160-25, “An Ordinance Approving a Map Amendment to Re-Zone from the R-1 Residence District to the R-2 Residence District for the Property at the Southeast Corner of Andrene Ln. and Irving Park Rd. (6N521 Andrene Ln.), Case PC 25-020”.

Motion	Gavanes
Second	Powers
Aye (7)	Mayor Pruyn, Aiani, Christensen, Daly, Gavanes, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

c. Zoning Amendment – Permeable Paver Allowance for Residential Districts

Motion to approve Ordinance 2161-25, “An Ordinance Amending Lot Coverage Regulations to Allow Additional Lot Coverage When Permeable Pavers Are Used and 1.25 Times the Stormwater Volume Requirement is Provided” (PC 25-019) to amend Section 3.02 Definitions and Section 4.06 Lot Coverage of the Zoning Ordinance to allow up to 5% of additional lot coverage in the form of permeable pavers in residential areas.

Motion	Powers
Second	Gavanes
Aye (4)	Mayor Pruyn, Daly, Gavanes, Powers
No (3)	Aiani, Christensen, Leahy
Absent (0)	None
MOTION APPROVED.	

d. Tax Levy – Corporate Purposes for Current Fiscal Year 2025-2026

Ordinance 2154-25, “An Ordinance Levying Taxes for Corporate Purposes for the Current Fiscal Year Commencing May 1, 2025, and Ending April 30, 2026”.

e. Tax Levy – Special Services Area Number 3 (Spring Lake)

Ordinance 2155-25, “An Ordinance Levying Taxes for the Maintenance Portion of the Village of Itasca Special Service Area Number 3 (Spring Lake)”.

f. Tax Levy – Special Services Area Number 4 (Hamilton Lakes)

Ordinance 2156-25, “An Ordinance Levying Taxes for the Maintenance Portion of the Village of Itasca Special Service Area Number 4 (Hamilton Lakes)”.

g. Tax Abatement – General Obligation Refunding Bonds Series 2022A

Ordinance 2157-25, “An Ordinance Abating the Tax Hereto Levied for the Year 2025 to Pay the Principal of and Interest on General Obligation Refunding Bonds (Alternate Revenue Source), Series 2022A, of the Village of Itasca, DuPage County, Illinois”.

h. Tax Abatement – General Obligation Refunding Bonds Series 2022B

Ordinance 2158-25, “An Ordinance Abating the Tax Here-to Levied for the Year 2025 to Pay the Principal of and Interest on General Obligation Bonds (Alternate Revenue Source), Series 2022B, of the Village of Itasca, DuPage County, Illinois”.

Motion to approve **Agenda Items 10.d. to 10.h.:**

10.d. Tax Levy – Corporate Purposes for Current Fiscal Year 2025-2025

10.e. Tax Levy – Special Services Area Number 3 (Spring Lake)

10.f. Tax Levy – Special Services Area Number 4 (Hamilton Lakes)

10.g. Tax Abatement – General Obligation Refunding Bonds Series 2022A

10.h. Tax Abatement – General Obligation Refunding Bonds Series 2022B

Motion	Daly
Second	Leahy
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

i. Police Pension Fund – Fiscal Year 2025 Actuarial Valuation Report

Motion to approve Resolution 1672-25, “A Resolution Acknowledging Receipt of the Itasca Police Pension Fund FY 2025 Actuarial Valuation Report for the Year Ending April 30, 2025”.

Motion	Daly
Second	Leahy
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

11. Payment of Bills – December 16, 2025

Motion to approve the payment of bills through December 16, 2025 for \$2,036,899.60.

Motion	Powers
Second	Daly
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

12. New Business

Unincorporated households who do not pay a library tax to the State of Illinois are charged the taxed amount when applying for a library card. Incorporated households who pay a library tax can obtain a free library card from any library within the State of Illinois. The Illinois Library Cards for Kids Act enables qualifying students in pre-kindergarten through twelfth grade who participate in the Federal Free and Reduced Price Meal Program to obtain free library cards at any library.

Motion for a Closed Session pursuant to the requirements of the Illinois Open Meetings Act under Exemption 5 IL CS 120/2 (c) to discuss:

- (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body.

Motion	Aiani
Second	Powers
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

13. Old Business

14. Department Head Reports

The Police Department reported a battery incident with a weapon in the business complex.

Administration reported on the Franzen Intermediate School Choir performing at Village Hall.

Community Development reported on working with NTT Data Centers on their CH5 proposal and meeting with School District 10's new architect on outdoor classrooms.

15. Village Administrator Report

Public Works met with FH Paschen for a quote for subcontractors to clean and repair the interior of the 217 North Walnut Street building.

Mayor Pruyne called for a recess at 9:01 p.m. and ended the online broadcast.

16. Closed Session

Mayor Pruyne called to order the Closed Session at 9:11 p.m.

Mayor Pruyne adjourned the Closed session at 9:29 p.m.

Mayor Pruyne reconvened the Village Board Meeting at 9:30 p.m.

17. Adjournment

Motion to adjourn the Village Board Meeting at 9:30 p.m.

Motion	Gavanese
Second	Christensen
Aye (6)	Aiani, Christensen, Daly, Gavanese, Leahy, Powers
No (0)	None
Absent (0)	None
MOTION APPROVED.	

Submitted this 16th of December 2025:

Jody A. Conidi, RMC, Village Clerk



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator

FROM: Michael Subers, Public Works Director

DATE: December 28, 2025

SUBJECT: Approving Task Order 23-R0682.1 for Robinson Engineering to Perform Final Engineering, Bidding, and Construction Engineering Services for the Orchard Street Streetscape in the Estimated Amount of \$190,700

RECOMMENDED MOTION: Move to approve Task Order 23-R0682.1 for Robinson Engineering to Perform Final Engineering, Bidding, and Construction Engineering Services for the Orchard Street Streetscape in the Estimated Amount of \$190,700.

INTRODUCTION

Public Works is recommending acceptance of Task Order 23-R0682.1 for the Orchard Street Streetscape. Services include final design, bidding services, and construction engineering, with an estimated cost of \$190,000.

DISCUSSION

At the June 3, 2025, Village Board meeting, Hitchcock Design Group presented three preliminary design options for the Orchard Streetscape Project. The presentations included information regarding safety concerns related to traffic stacking on northbound Walnut, making left turn movements at Orchard, and sidewalk width options. The Village Board directed staff to move forward with Option 3, which would convert Orchard Street to one-way circulation, with the option to revert to two-way circulation later if desired. The one-way circulation will reduce the traffic stacking concern and provide a 12-foot walkway, along with an 8-foot amenity zone for trees, planter boxes, light poles, benches, and garbage cans.

The timing of the streetscape project is a significant concern, as the Itasca Station Development is planning completion for the end of 2026. Staff have worked with Holladay Properties to develop a timeline that will allow continued construction of the Development while enabling streetscape construction to proceed and be completed prior to their opening.

FISCAL IMPACT

The Capital Improvement Plan project STR-25-001 outlined a \$2,765,000 budget for replacing the water main and streetscape. Included in the overall budget was \$455,000 for design, landscape architecture, and

construction engineering services. The Village has currently expended \$141,672 for design and construction engineering, leaving a remaining \$313,328 to fund task order 23-R0682.1.

STAFF RECOMMENDATION

Staff recommend the item be forwarded to the Village Board First Reading on January 6, 2026, for consideration and approval.

AFTER ACTION STEPS

1. Sign task order 23-R0682.1

ATTACHMENTS

1. Robinson task order 23-R0682.1
2. Project Schedule
3. Preliminary design exhibits

TASK ORDER 23-R0682.1

In accordance with Paragraph 1.01 of the Agreement between the Village of Itasca ("Owner") and Robinson Engineering, Ltd. ("Engineer") for General Professional Services dated January 2013 ("Agreement"), Owner and Engineer agree to as follows:

1 Specific Project Data

- A. Title: **Orchard Street Streetscape**
- B. Description: **Final design engineering, bidding services, and construction engineering for streetscape design for Orchard Street from Maple Street to Walnut Street and Maple from Center Street to Orchard Street based on the approved preliminary design document dated June 27, 2025 prepared by Hitchcock Design Group which incorporates revised one-way circulation with angled parking with the curb placed as an option for the area to be converted back to two-way traffic with parallel parking, if needed in the future.**

2 Services of Engineer:

Final Design Engineering and Bidding Services - Robinson Engineering, Ltd. (REL) will utilize the prior topographic information along Orchard Street and Maple Street as the basis of design for the Orchard Street and Maple Street Streetscape design. The prior topographic information will be supplemented with partial topography adjacent to the Itasca Station project to incorporate the recent improvements and ComEd relocations that have recently taken place. Our subcontractor Geocon Professional Services will perform four (4) pavement cores along Orchard Street to determine the existing pavement condition and if the existing pavement can be used as the new roadway base. REL will prepare the design plans, specifications, and appropriate bidding documents for approximately 390 feet of Orchard Street reconstruction and streetscape design along the north side of Orchard Street and 230 feet of Maple Street pavement widening and streetscape along the east side of Maple Street, and approximately 400 feet of roadway resurfacing of Maple Street from Orchard Street to Center Street. The preliminary geometric plan prepared by Hitchcock Design Group, dated June 27, 2025 will be used as the basis for the geometric plan for the improvements. It is not anticipated that any changes will be made to the geometry. Design services will also include re-design of the electrical street lighting system, utilizing the existing street lights which will be relocated as part of these improvements, or new street lights may be selected by the Village. It is anticipated that the street light design will utilize the existing electrical service connection. Streetscape design shall include assisting the Village in selection of materials, planter curb boxes, ornamental fencing, plantings, benches, trash containers, bike racks, etc. Irrigation raceways will also be included with the design and will be coordinated with the Village's irrigation consultant. The design will incorporate locations for potential catenary lighting, however the design of the catenary lighting, including foundations, electrical service and controls is not included. REL will perform necessary revisions to the plans based on Village and permit reviews, and prepare an itemized opinion of probable cost of construction. REL will coordinate with Holladay Properties during the design process and throughout construction. REL will also prepare an advertisement for bids for construction contract (cost for publication to be reimbursed by Owner); provide administration of bidding process including response to bidder questions; conduct pre-bid meeting if required; assist Owner with bid openings; review all bids received, prepare bid tabulations and recommend construction contract award to the Owner, and all related contract administration.

Construction Engineering Services - Robinson Engineering, Ltd. (REL) will hold a pre-construction meeting, provide field staking and layout of improvements, provide part-time construction observation estimated at 20 hours per week for 20 weeks; coordination with Village, contractor and utility companies as needed; review of material submittals; documentation of quantities; review of contractor invoices; and contract administration/management. Material testing will be performed by our subconsultant Geocon Professional Services.

Service	Approx. Construction Cost*			Estimated Engineering Fees**
Final Design Engineering	\$1,200,000.00	EST.	@ 8.50%	\$102,000.00
Construction Engineering	\$1,200,000.00	EST.	@ T & M*	\$88,700.00
Estimated Total:				\$190,700.00

Notes:

- 1) Costs for advertisement of project to contractors, and any permit fees are not included and shall be reimbursed by the Village.
- 2) Pavement Cores included in above fee estimations.
- 3) Construction related material testing shall be invoiced separately and not included in the fee estimations above.
- 3) Irrigation Design not included in the above fee estimations.
- 5) Catenary Lighting Design is not included.

* Approximate Costs based on preliminary improvements and subject to change based on final design.

** See attached current Billing Rates. Geocon Professional Services will be invoiced separately for material testing.

By: _____

By: _____

Title: _____

Title: Mark A. Wesolowski, PE, CFM
Senior Project Manager

Date Signed: _____

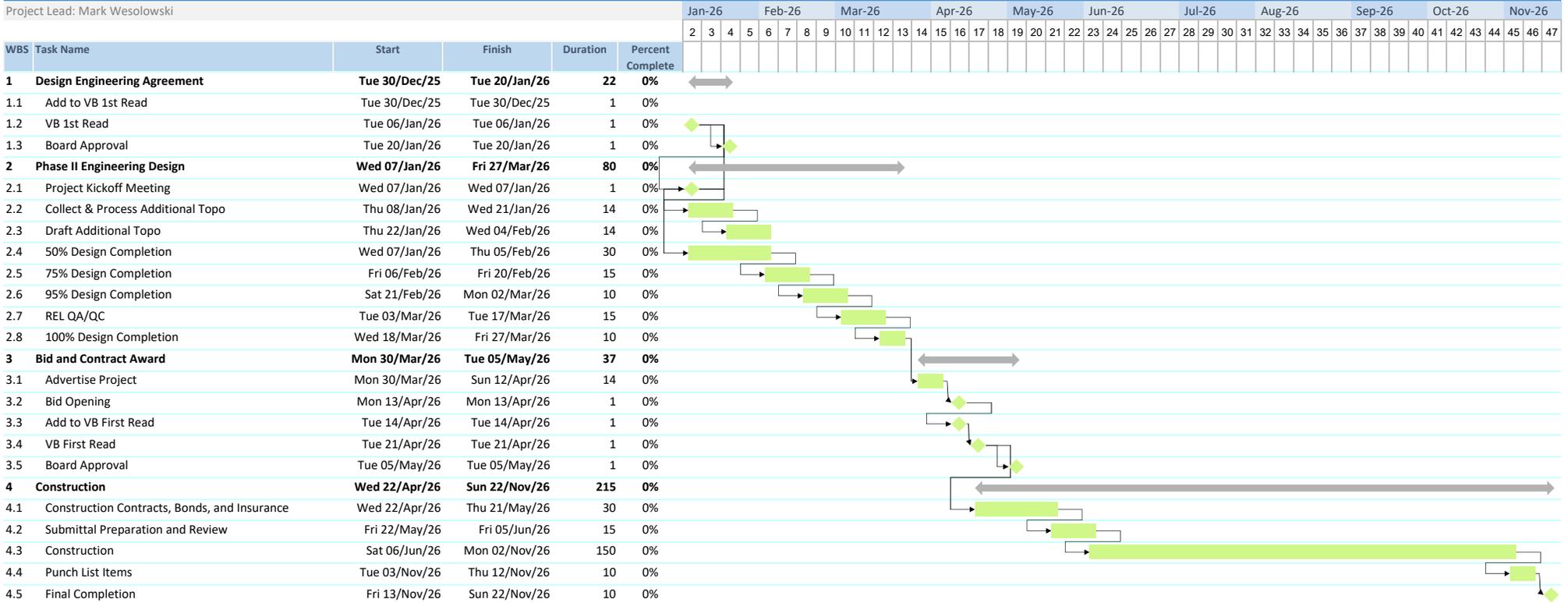
Date Signed: _____

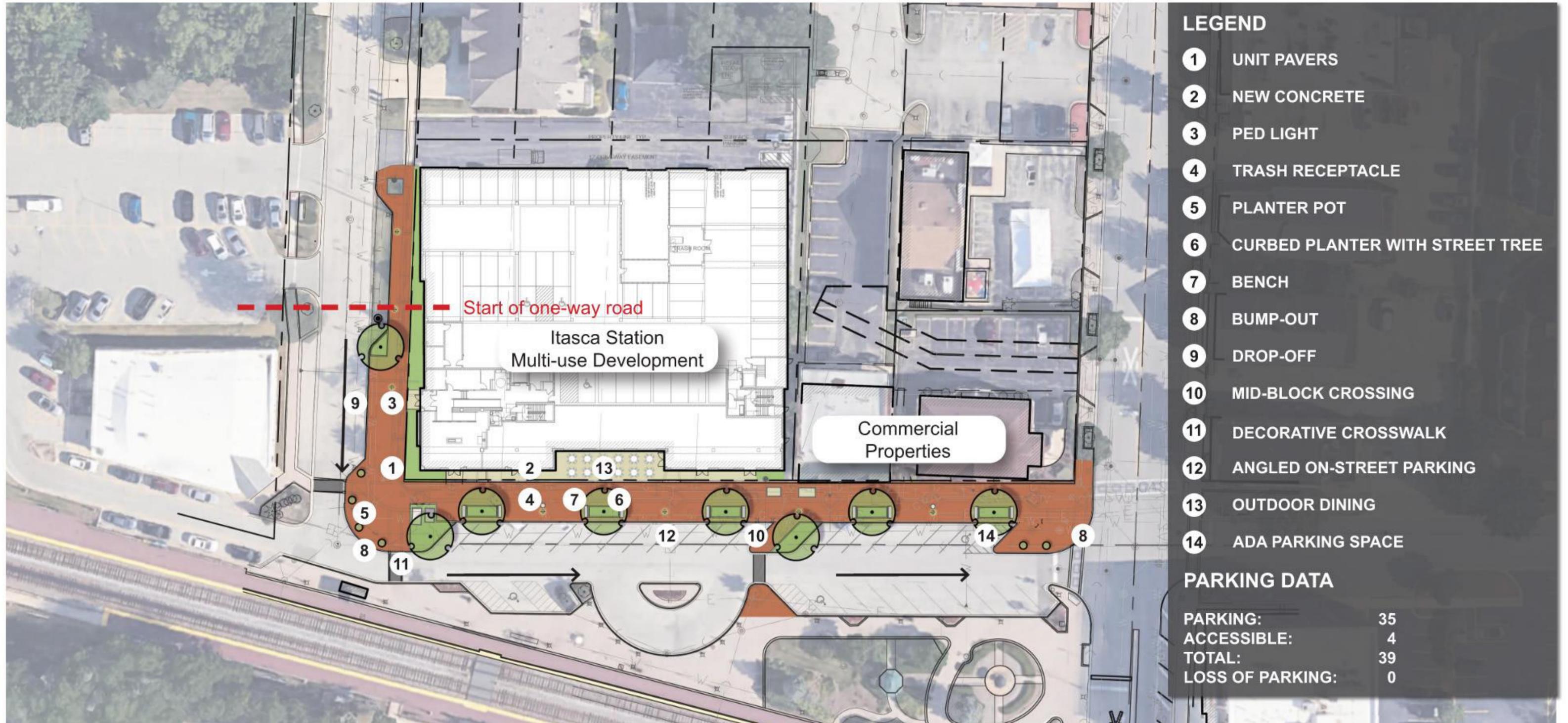
Classification	Rate
Principal Engineer 1	\$223.00
Senior Project Manager 1 / 2	\$203.00 / \$213.00
Senior Engineer 1 / 2 / 3	\$179.00 / \$193.00 / \$201.00
Project Engineer 1 / 2 / 3 / 4	\$143.00 / \$151.00 / \$161.00 / \$172.00
Project Manager 1 / 2 / 3	\$151.00 / \$159.00 / \$169.00
Engineering Technician	\$143.00
Chief Land Surveyor	\$179.00
Land Surveyor 1 / 2 / 3	\$137.00 / \$154.00 / \$167.00
Surveying Technologist 1 / 2	\$121.00 / \$137.00
Senior Planner	\$169.00
Planner	\$148.00
Senior Project Scientist	\$167.00
Grant Writer 1 / 2	\$104.00 / \$123.00
Project Developer 1 / 2 / 3	\$121.00 / \$162.00 / \$185.00
GIS Coordinator	\$179.00
GIS Developer	\$147.00
GIS Technologist	\$119.00
CAD Manager	\$169.00
CAD Designer	\$148.00
CAD Technologist 1 / 2	\$112.00 / \$128.00
Resident Engineer 1 / 2 / 3	\$143.00 / \$159.00 / \$171.00
Resident Engineering Representative 1 / 2 / 3	\$142.00 / \$148.00 / \$156.00
Field Superintendent	\$189.00
Assistant Field Superintendent	\$178.00
Field Crew Chief	\$142.00
Field Crew Member 1 / 2	\$91.00 / \$108.00
Operations Manager	\$159.00
Operations Coordinator	\$114.00
Operator 1 / 2 / 3	\$98.00 / \$104.00 / \$111.00
IT Technologist / IT Coordinator	\$121.00 / \$162.00
Administrative 1 / 2	\$91.00 / \$103.00
Project Administration	\$119.00
Intern / Engineering Intern	\$60.00
1 Man Field Crew - Prevailing Wage*	\$189.00
2 Man Field Crew - Prevailing Wage*	\$316.00

- Rates are subject to revision on or after 5/1/2026.
- Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%
- *Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.

Orchard Street Streetscape - CIP# STR-25-001 REL#23-R0682.1

Project Lead: Mark Wesolowski





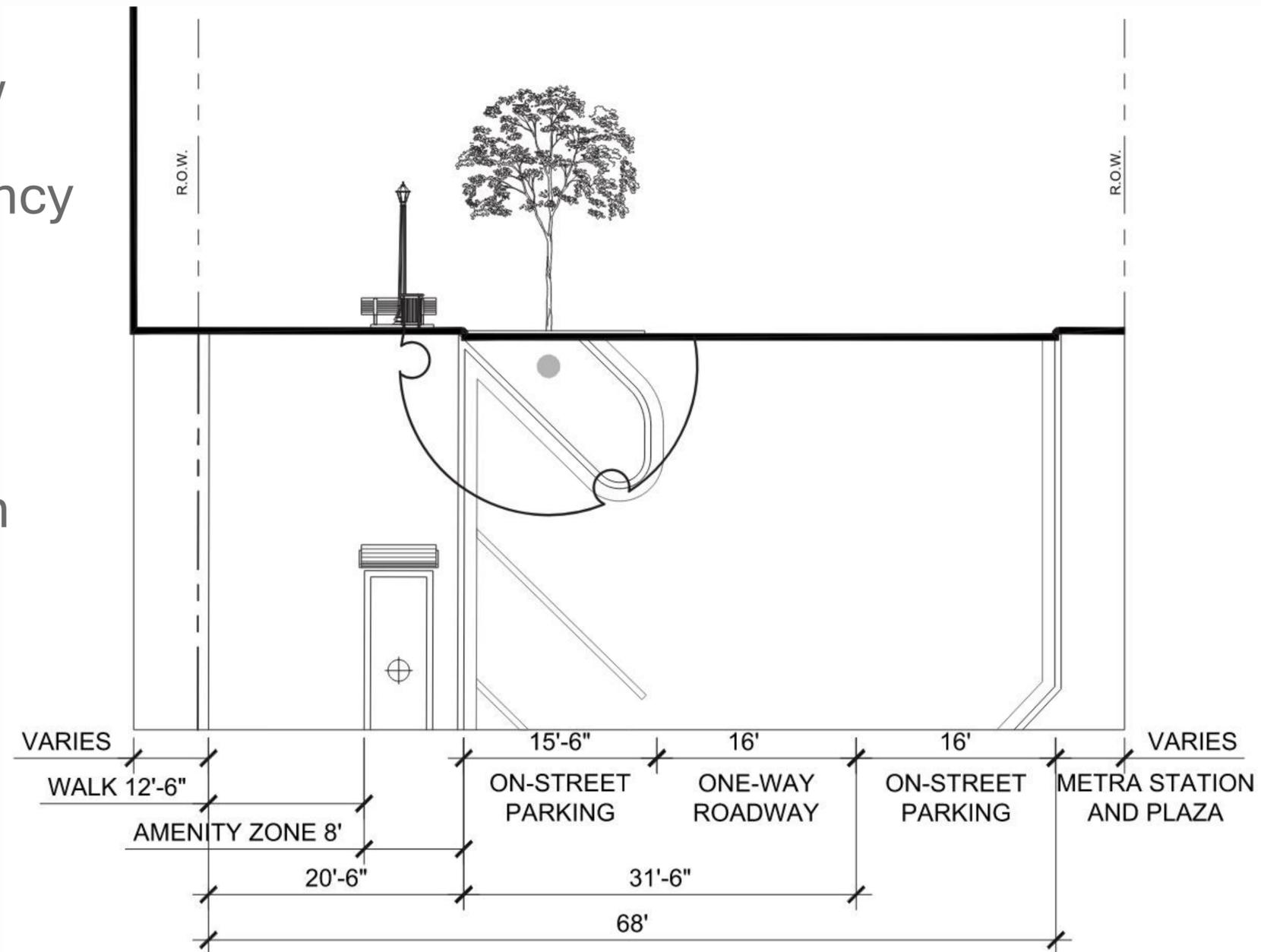
Streetscape Option 3

Convert to One-Way Circulation

Streetscape Option 3

Convert to One-Way Circulation

- Reconstruct streetscape as required for new development, extend to Walnut for consistency
- Convert street circulation to One-way, significantly increases sidewalk width
- Improve pedestrian crossing at Metra station
- (Parking impacts)



Traffic Study

Holladay Properties & Future Redevelopment

Impacts Due to New Development – Two-Way Circulation

- Increased Traffic – Intersections operate at acceptable levels
- Potential for backups over the RR tracks (Observed after train crossings)

Impacts Due to One-Way Circulation Conversion

- Increased Traffic on Center Street
- All Intersections Continue to Operate at acceptable levels
- Eliminates potential for backup over the RR tracks

Streetscape Design Considerations

- Add "Do Not Block Intersection" sign at Center & Walnut for SB Traffic

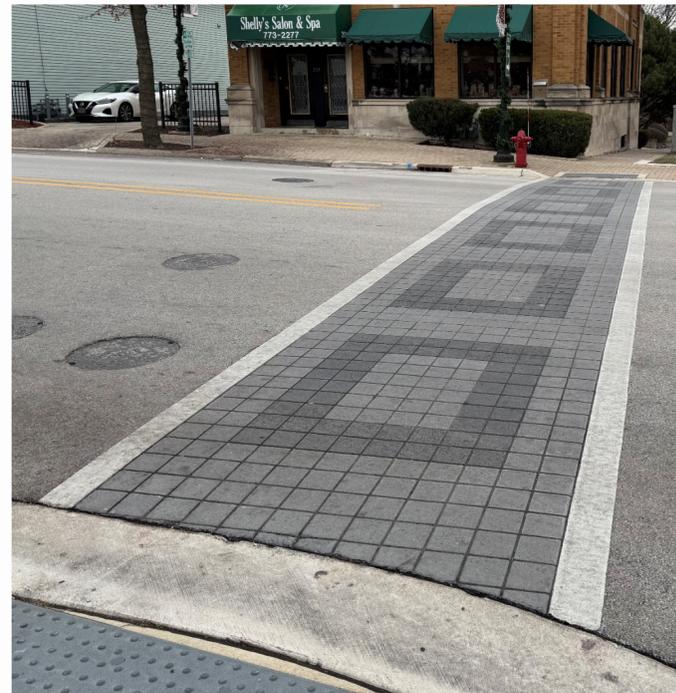
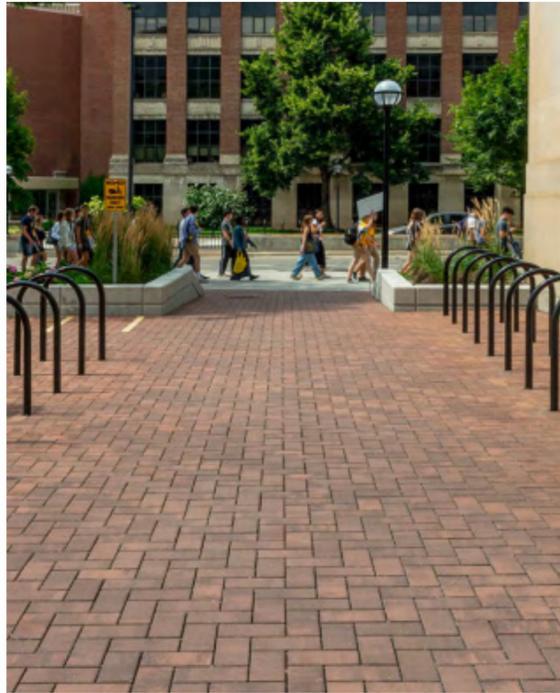


**HITCHCOCK
DESIGN GROUP**

Streetscape Components

- **Sidewalk Paving** – unit paving similar to existing
- **Crosswalks** – stamped asphalt to match existing Walnut intersection
- **Pedestrian Streetlights** – match existing
- **Curbed Planters** – 6-inch curb with or without low ornamental fencing
- **Seat Walls** – optional at corner bump-outs
- **Benches** – strategically placed throughout
- **Trash and Recycling Receptacles** – strategically placed throughout
- **Bike Racks** – limited locations at perimeter
- **Planter Pots** – to define corner bump-outs
- **Street Trees** – species selected for longevity and visibility
- **Shrub and Perennial Plantings** – curbed planters

Streetscape Components



APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 20th day of January, 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi



VILLAGE PRESIDENT
JEFFERY J. PRUYN

VILLAGE CLERK
JODY A. CONIDI

VILLAGE ADMINISTRATOR
CARIE ANNE ERGO

VILLAGE TRUSTEES
JEFF AIANI
MELISSA CHRISTENSEN
BRENDAN DALY
DINO GAVANES
ELLEN LEAHY
PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator
FROM: Kurtis Pozsgay, Community Development Director
DATE: December 16, 2025
SUBJECT: NTT CH3 Development Agreement

RECOMMENDED MOTION: Move to approve a Development Agreement with NTT Global Data Centers CH, LLC for the CH3 Data Center building generally located north of Pierce Rd, south of Devon Ave, east of Windsor Dr, and west of Arlington Heights Rd.

INTRODUCTION

NTT Global Data was approved for, and has been building out, its data center campus in the Hamilton Lakes Business Park. The approval of the third building, NTT CH3, required a development agreement. The Board later allowed the development to start while the agreement was being negotiated. Staff is recommending approval of a resolution to approve the development agreement for NTT CH3.

BACKGROUND

The Village Board adopted Ordinance No. 2081-23 on September 5, 2023, granting zoning entitlements for a data center, electrical substation, and related improvements on NTT Global Data Centers, LLC's property at the intersection of Pierce Road and Hamilton Lakes Drive (CH3). The ordinance required the Village and the owners of CH3 and CH4 to enter into a development agreement as a precondition to issuance of building permits.

On December 17, 2024, the Village Board approved Resolution No. 1588-24, which approved a Letter of Understanding (LOU) for CH3 in order to start the project prior to finalizing the Development Agreement.

Building permits for CH3 were issued on May 2, 2025.

DISCUSSION

The petitioner, NTT Global Data Centers CH, LLC, is developing a new 270,000-square-foot Data Center and an electric substation. The site for both facilities is on the NTT Global Data Campus at the Hamilton Lakes Regional Office Center. The Campus was planned in three (3) phases and the

first building CH1 Data Center opened in 2019; the second phase CH2 Data Center started in 2023; the third phase CH3 Data Center is currently under construction.

The campus is divided into four (4) lots. Lot 1 (03-05-200-042) for the electric substation is in between 650 E Devon Ave and NTT Global Data Centers - CH1. Lot 3 (03-05-200-044) for the CH3 Data Center is on the north side of the intersection of Pierce Road and Ketter Drive. The petitioner also owns Lot 2 (03-05-200-043) and Lot 4 (03-05-103-007). Lot 2 has a completed Data Center CH1 and Data Center CH2. When all facilities are completed, there will be four (4) data center buildings and one (1) electric substation serving the petitioner's 35-acre NTT Global Data Centers Campus.

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Village Board First Reading on December 16, 2025 for consideration.

ATTACHMENTS

Resolution

Development Agreement

**NTT GLOBAL DATA CENTERS CH, LLC
DEVELOPMENT AGREEMENT FOR THE CH3 DATA CENTER**

This **DEVELOPMENT AGREEMENT FOR THE CH3 DATA CENTER** (“**Agreement**”) is made and entered into as of the 30th day of December, 2025 (“**Effective Date**”), by and between the Village of Itasca, an Illinois municipal corporation located in DuPage County, Illinois (“**Village**”), and NTT Global Data Centers CH, LLC, a Delaware limited liability company (“**Developer**”). The Village and the Developer are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH

WHEREAS, the Developer is the owner and developer of a parcel of vacant real estate within the Village of Itasca consisting of approximately 6.6 acres, generally located north of Pierce Road, south of Devon Avenue, east of Windsor Drive, and west of Arlington Heights Road (PIN 03-05-200-042) and legally described in **Exhibit A** attached hereto (“**Subject Property**”); and

WHEREAS, the Village Board of Trustees previously adopted Ordinance No. 2081-23, granting land use entitlements for a data center commonly known as CH3 and associated improvements including, without limitation, an electrical substation (collectively, the “**Development**”), Resolution 1588-24, authorizing a “Letter of Understanding for the NTT CH3 and CH4 Developments” by and between the Village Developer which authorized the issuance of Village building permits for the Development prior to approval of this Agreement, and Resolution _____, authorizing the Village to enter into this Development Agreement in furtherance of construction of the Development on the Subject Property; and

WHEREAS, Developer also owns and operates data centers commonly known as CH1 and CH2 in close proximity to CH3, for which the Village previously granted land use and subdivision entitlements and entered into development agreements (collectively and respectively, “**CH1 and CH2**” and the “**Prior Development Agreements**”); and

WHEREAS, the Developer and the Village wish to adopt this Agreement with respect to the Subject Property and the Development, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Recitals and Exhibits. The above recitals are hereby incorporated into and made a part of this Agreement. The exhibits referred to in this Agreement and attached to or incorporated into it by reference are made a part of this Agreement as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of those exhibits.

2. Plans. The Developer is entitled to construct and operate the Development. The Developer’s construction of the Development must be in substantial compliance with the following approved plans and subsequent final engineering plans including, without limitation, the following (collectively, “**Final Development Plans**”):

- a. Preliminary Site Development Plans, dated June 8, 2023, a copy of which

is attached in **Exhibit B**;

- b. Architecture Plans, dated June 6, 2023, a copy of which is attached in **Exhibit C**;
- c. Landscape Plans, dated June 9, 2023, a copy of which is attached in **Exhibit D**;
- d. Photometric Plan, dated June 9, 2023, a copy of which is attached in a copy of which is attached in **Exhibit E**;
- e. Engineering Plans, dated June 8, 2023, a copy of which is attached in **Exhibit F**;
- f. Master Plan of Hamilton Lakes Regional Office Center, dated April 7, 2023, a copy of which is attached in **Exhibit G**; and
- g. Final Plat of Subdivision, dated February 8, 2024, a copy of which is attached in **Exhibit H**.

3. Modifications to Plans. Should Developer not develop the Subject Property in substantial compliance with the Final Development Plans, or should Developer seek to materially depart from or materially modify those Plans, Developer must appear before the Itasca Plan Commission (“**Plan Commission**”) and Village Board to seek the necessary approvals of such material departure or material modification, as may be required by the Itasca Zoning Ordinance and Subdivision Ordinance. Notwithstanding the foregoing, any departures from or modifications to the approved plans hereafter sought by the Developer which are deemed minor in the discretion of the Community Development Director, or his or her designee, may be approved by the Director or designee without public hearings and without formal amendment to this Agreement.

4. Compliance with Applicable Ordinances and Conflicts.

- a. In constructing the Development, the Developer agrees to comply with: (i) the Itasca Zoning Ordinance and Subdivision Ordinance, as they exist as of the Effective Date of this Agreement, and as applicable to the Development; (ii) all Village Board approvals as outlined in this Agreement; (iii) all plans referenced in Section 2 above; and (iv) subject to the provisions of Sections 4(b) and (c) below, all other Village codes, ordinances, regulations, standards and specifications, as amended from time to time.
- b. In the event of a conflict or inconsistency between the Village’s codes, ordinances, regulations, standards and specifications, as amended from time to time, on the one hand, and this Agreement (including the plans and exhibits attached to this Agreement) on the other hand, this Agreement will govern and control. In the event of a conflict or inconsistency between the text of this Agreement and either the plans and exhibits attached to this Agreement or the Final Development Plans, the plans and exhibits to this Agreement and the Final Development Plans will govern and control. In the

event of a conflict or inconsistency between the plans and exhibits attached to this Agreement and the Final Development Plans, the Final Development Plans will govern and control.

- c. Should construction of the Development not commence within two years from the Effective Date of this Agreement, Developer would be required to follow all Village ordinances and building codes as they exist at that time.
- d. Following the Village's issuance of final certificates of occupancy, any construction or repair work performed must comply with all existing Village codes, ordinances, regulations, and standards as they exist at the time.

5. Construction Schedule. The Developer is constructing the Development pursuant to a number of Village-issued permits. The Developer agrees to complete construction pursuant to each Village-issued permit within three years of issuance of each permit. The Developer will construct the Development as described in the Engineering Plans and consistent with all Village ordinances.

6. Site Improvements. In connection with its construction of the Development, Developer, at its sole cost and expense, will construct all improvements identified on the Engineering Plans (collectively, the "**Site Improvements**"). Construction of the Site Improvements will be subject to inspection by and the reasonable approval of the Village Engineer in accordance with the Village's "Development Standards and Specifications," this Agreement, and applicable provisions of the Village Code.

All work performed on the Site Improvements must be conducted in a good and workmanlike manner and with due dispatch in accordance with this Agreement. Reasonable care must be taken to avoid damage to existing and new public improvements, including utilities, streets, and curbs during construction. Any public improvement damaged during construction must be repaired to the reasonable satisfaction of the Village Engineer and in substantial compliance with this Agreement and all applicable Village codes and ordinances.

7. Stormwater Management System. Stormwater management must be provided in compliance with the DuPage County Stormwater Ordinance. Final grading and landscaping of the stormwater management system must be completed in conjunction with the installation of the landscaping depicted on the Final Landscaping Plans. All stormwater facilities and native/prairie grasses shall be maintained in accordance with a Maintenance and Monitoring Plan provided by Developer. If the Maintenance and Monitoring Plan is not followed, the Village reserves the right to seek code enforcement action.

Sediment and erosion control measures must be implemented in compliance with the DuPage County Stormwater Ordinance and the requirements of the Development's NPDES permit, if any. These measures must be put in place by the Developer concurrently with its commencement of mass grading activities on the Subject Property, maintained during the entire construction process, and inspected and repaired as necessary after each significant rainfall.

8. Public Improvement Security. Prior to the Village's issuance of a permit to construct the Site Improvements, the Developer must deliver to the Village one or more bonds or

letter of credit (“**Improvement Security**”) to secure the due and proper construction of the Public Improvements. The Improvement Security must be in a total amount equal to 110% of the Developer’s Engineer’s estimated costs of construction of the Public Improvements, as approved by the Village Engineer, and in a form approved by the Village Attorney. This security will be subject to partial reduction as Public Improvements are completed, inspected, and approved by the Village Engineer pursuant to Section 9 below.

9. Conveyance and Acceptance of Public Improvements. For purposes of this Agreement, the following improvements are the “**Public Improvements**” which the Developer must construct and convey to the Village pursuant to this Section:

- a. The watermain on the Property, as depicted in **Exhibit F**; and
- b. The fire hydrants on the Property, as depicted in **Exhibit F**.

The Village must accept the Developer’s conveyance of the Public Improvements on an improvement-by-improvement basis, by resolution, following the Village Engineer’s inspection and approval of the same and the Developer’s delivery of a customary form bill of sale to the Village. The Village may not accept any Public Improvements proposed for acceptance until: (i) all deficiencies described in a final punch list have been satisfactorily completed and approved by the Village Engineer; (ii) the Developer has delivered final record drawings (as-builts) of the Public Improvements to be conveyed to the Community Development Director and such “as-builts” are approved by the Village Engineer, or his or her designee; and (iii) the Developer has delivered a maintenance bond to the Community Development Director, in a form approved by the Village Attorney and in an amount equal to 10% of the cost of Public Improvements as estimated by the Developer’s engineer and approved by the Village Engineer (“**Maintenance Bond**”), which Maintenance Bond must guarantee for a period of two years that all construction of the Public Improvements was done in a workmanlike manner and in substantial compliance with the Engineering Plans and all applicable provisions of the Village Code. The Maintenance Bond will be returned to the Developer at the expiration of said two-year period unless at such time the Village Engineer has identified deficiencies in such construction which have not yet been corrected by the Developer.

10. Maintenance by the Village. Upon conveyance and acceptance of the Public Improvements by the Village, as outlined in Section 9, the Village, at its sole cost, must maintain, replace and repair the Public Improvements. The Village will not be responsible for snow removal on the private access road on the Subject Property.

11. Maintenance by the Developer. The Developer, at its sole cost, will maintain in good and operational conditions at all times the private drives, surfaces using permeable pavers, privately-owned infrastructure, and Site Improvements on the Subject Property. The Developer will be responsible for snow removal on the private drives, the fire lane, and the emergency access road on the Subject Property. The Developer will maintain the fire lane and emergency access road in a manner to ensure emergency vehicles have access to the Development 24 hours a day, 7 days a week.

12. Maintenance of Plant Materials. All plant material identified on **Exhibit D**,

Landscape Plan, shall be maintained as set forth in Section 4.19 of the Village's Zoning Code. If the plant material is deemed to be dead or in poor condition, Developer shall remove the plant material and replace with like kind.

13. **Municipal Electric Utility Tax.** The Developer and the Village agree to comply with Chapter 34 of the Itasca Code of Ordinances regarding the Municipal Electric Utility Tax. Both parties also agree to follow the procedures set forth in 50 ILCS 45/1, known as the Local Government Taxpayers' Bill of Rights Act, as referenced in Chapter 34 of the Itasca Code of Ordinances.

14. **Easement Agreements.** To the extent necessary, the Developer agrees to provide the Village with non-exclusive easements for emergency repairs to the water mains and service lines, fire hydrants, and public stormwater management facilities on the Subject Property. Regular, non-emergency maintenance must occur as described in Sections 11 and 12 above.

15. **Fees.** The Developer will be responsible for all other fees and costs required by the Itasca Code of Ordinances, the Itasca Zoning Ordinance, and the Itasca Subdivision Regulations, as they exist as of the Effective Date of this Agreement, as well as applicable County, state and federal laws and regulations, including but not limited to any DuPage County Department of Transportation fee.

16. **Prior Development Agreements.** Developer and the Village were parties to the Prior Development Agreements pursuant to Developer's acquisition of CH1 and CH2. The Village acknowledges that all of Developer's obligations under the Prior Development Agreements have been satisfied, except as to ongoing maintenance obligations by the Village and Developer on various site improvements, and that no sums or performance are due from Developer to the Village under the Prior Development Agreements. The Parties acknowledge that the terms of the Prior Development Agreements have ended and that the Prior Development Agreements are no longer in effect. A memorandum of termination of the Prior Development Agreements may be recorded.

17. **Default.** In the event of any material breach of any term or portion of this Agreement, the Party not in breach may serve written notice upon the Party in material breach, which notice must be in writing and must specify the particular alleged material breach. All Parties hereto reserve the right to cure any breach of this Agreement within 30 days after receipt of written notice of such breach; provided, however, that said 30 day period may be extended: (i) if the alleged breach is not reasonably susceptible to being cured within said 30 day period, (ii) if the Party in breach has promptly initiated a cure of the breach, and (iii) if the Party in breach diligently and continuously pursues a cure until its completion.

In the event either Party hereto is delayed, hindered or prevented in performing any act required hereunder by reason of any act or occurrence beyond its reasonable control and not the fault of such Party, including labor disputes, acts of God, material shortages, governmental restrictions or regulations, extreme adverse weather conditions, wet soil conditions, fire, civil insurrection, pandemic, war, or other similar reason, the Party so delayed, hindered or prevented will, if reasonably practicable hereunder, be excused from performance only for the period of such delay, hindrance and/or prevention and must reasonably promptly tender said performance upon the removal and/or reconciliation of said interference.

The failure of a Party to exercise any right or remedy or to insist upon the due performance of an obligation under this Agreement on any given occasion is not to be deemed or construed to be a waiver of such right or remedy or of the right to insist upon such due performance on any subsequent occasion.

18. Notices. All notices or other communications required or permitted hereunder shall be sent by email to the email address(es) set forth below and delivered in writing personally delivered or sent by overnight air express service or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties hereto at their respective addresses set forth below. Such notice or other communication shall be deemed given at the time the e-mail is sent with respect to e-mail notices or one day after submission of the email and deposit of the notice into the additional means of delivery.

If to Developer:

NTT Global Data Centers CH, LLC
1625 West National Dr.
Sacramento, CA 95834
Attn: Legal Department
Email: gdc.legal@global.ntt

If to the Village:

Village of Itasca
Attn: Village Administrator
550 W. Irving Park Road
Itasca, Illinois 60143
Email: cergo@itasca.com

with a copy to:

Charles E. Hervas
Hervas, Condon & Bersani, P.C.
333 Pierce Rd. Suite 195
Itasca, Illinois 60143
Email: chervas@hcbattorneys.com

19. Cooperation of the Parties. The Village and Developer agree to cooperate reasonably with each other when requested to do so concerning the construction of the Development. The Village agrees to reasonably and timely review and issue permits and make other approvals necessary for the construction and use of the Development.

20. Integrated Agreement. This Agreement and the ordinances adopted by the Village Board pursuant to this Agreement constitute the entire agreement between the Parties concerning the Development, superseding any and all prior agreements and negotiations between the Parties concerning the Development, whether written or oral, relating to the subject matter of this Agreement.

21. Amendments. No amendment or any other change of any kind to this Agreement will be valid or binding unless it is in writing and signed by authorized representatives of the Village and the Developer or their successors or assigns.

22. Choice of Law. The validity, meaning and effect of this Agreement will be determined in accordance with the laws of the State of Illinois. The Venue for any action under or resulting from this Agreement will be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, located in DuPage County, Illinois.

23. Captions and Headings. The captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and must not be used in construing it.

24. No Third-Party Beneficiary Intended. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation will be made, or be valid, against the Village or Developer.

25. Severability. Each provision hereof is intended to be severable, and the invalidity or unenforceability of any portion of this Agreement will not affect the validity or enforceability of the remainder hereof, provided the overall intentions of the parties and the purposes of this Agreement, each as expressed herein, are not materially impaired. Neither of the parties may challenge the validity or enforceability of this Agreement nor any provision of this Agreement, nor assert the invalidity or unenforceability of this Agreement or any provision of it.

26. Representation of Binding Effect. The Developer and the Village each represent that this Agreement has been properly approved and executed and is legally binding on them.

27. Counterparts. This Agreement may be executed in counterparts, each of which constitute an original document and together constitute the same instrument.

28. Recording. This Agreement must be recorded with the DuPage County Recorder's Office by the Developer against title to that portion of the Subject Property and the benefits of this Agreement run with the title to the Subject Property.

29. Term. This Agreement will remain in effect until the Village issues a final certificate of occupancy for the Development. The Parties agree that a memorandum of termination of this Agreement will be recorded on title to the Subject Property upon termination, or expiration of the term, of this Agreement.

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to be properly executed as of the Effective Date.

VILLAGE OF ITASCA, an Illinois municipal corporation

NTT GLOBAL DATA CENTERS CH, LLC, a Delaware limited liability company

By: _____
Hon. Jeff Prueyn, Mayor

Signed by: _____
By: [Redacted Signature] _____
4B3BD3CE88D1493...

Dated: _____

Dated: 12/30/2025 _____

Attest: _____
Village Clerk

Dated: _____

RESOLUTION NO. 1680-26

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF ITASCA AND NTT GLOBAL DATA CENTERS, LLC FOR CH3

WHEREAS, the Village Board adopted Ordinance No. 2081-23 on September 5, 2023, granting zoning entitlements for NTT Global Data Centers, LLC (“NTT”) to construct and operate a data center, electrical substation, and related improvements on its property at the intersection of Pierce Road and Hamilton Lakes Drive (CH3); and,

WHEREAS, the ordinance requires the Village and the owners of CH3 to enter into development agreements as a precondition to issuance of building permits; and,

WHEREAS, the Village Board adopted Resolution No. 1588-24 on December 17, 2024, approving a Letter of Understanding (“LOU”) allowing the Village to issue building permits while the Parties negotiate the development agreement; and,

WHEREAS, the Village and NTT wish to enter into a Development Agreement for CH3, attached hereto as Exhibit A and incorporated herein by reference.

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

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve Exhibit A, a Development Agreement, between the Village and NTT.

SECTION TWO: The Village President, or his designee, is hereby authorized to sign and execute any documents necessary to accept the Development Agreement, Exhibit A, on behalf of the Village of Itasca once approved by legal counsel.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanis	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 6th day of January, 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator
FROM: Jill Hanssen, Deputy Clerk/Executive Assistant
DATE: December 9, 2025
SUBJECT: Approval of a Resolution to Adopt the Municipal Legislative Priorities of the DuPage Mayors and Managers Conference for the 2026 Legislative Session

RECOMMENDED MOTION: Motion to Adopt the Municipal Legislative Priorities of the DuPage Mayors and Managers Conference for the 2026 Legislative Session.

INTRODUCTION

The purpose of this memo is to request that the Itasca Village Board officially adopt the DMMC’s 2026 Legislative Action Plan as the Village of Itasca’s legislative priorities, and to authorize the Mayor or his designee(s) to represent Itasca’s position on state or federal legislation that is consistent with the approved plan.

DISCUSSION

The Village is a member of the DuPage Mayors and Managers Conference (DMMC), which fosters collaboration among municipalities to address shared challenges and promote regional interests. Through its participation in this organization, the Village is better positioned to address local issues and advocate for its priorities at the state level.

Each year, DMMC develops a Legislative Action Plan (LAP) to guide its regional advocacy efforts. The initial plan is developed by the DMMC Legislative Committee, which includes Mayor Pruyn. It is then reviewed and approved by the DMMC Board of Directors, which includes Mayor Pruyn and Administrator Ergo.

The 2026 LAP was approved on December 4th and includes the following priorities, which are detailed further in Exhibit A:

- Protect Sustainable Municipal Pensions
- Invest in Local Communities
- Modernize Public Records Management
- Adapt to Evolving Mobility Choices

The Village of Itasca is also a member of the Illinois Municipal League (IML). IML's Legislative Agenda continues to prioritize the preservation and expansion of municipal authority, including home-rule expansion for non-home-rule municipalities; protection of state-shared and local revenues; opposition to unfunded mandates and preemption; and support for municipal autonomy. Staff is therefore seeking an additional resolution adopting IML's State Legislative Agenda, authorizing the Mayor or his designee to support legislation that reinforces local control, revenue security, and equitable authority among municipalities, with or without home rule status.

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Village Board First Reading on December 16, 2025, for consideration and approval.

ATTACHMENTS

Exhibit A - DMMC Legislative Action Plan
Resolution

AFTER ACTION STEPS

Send copy of Resolution to DMMC



DuPage Mayors and Managers Conference

an association of municipalities representing 1,000,000 people

2026 Legislative Action Program

A coalition of cities and villages working together, the Conference fosters collaboration and advocates for excellence in municipal government.

➤ **Protect Sustainable Municipal Pensions**

The sustainability of municipal pensions, as well as the taxpayers that fund them, must be protected by preventing further Tier 2 pension benefit increases for police (Article 3), fire (Article 4), and IMRF (Article 7).

➤ **Invest in Local Communities**

To ensure local governments can deliver essential services to our communities, municipal revenues must be maintained or increased, and barriers such as unfunded mandates and preemptions of local authority must be mitigated.

➤ **Modernize Public Records Management**

As the use of technology and digital records continues to evolve, common sense changes to the Freedom of Information Act and Open Meetings Act must be made to preserve transparency, improve efficiency, and mitigate the use of public records for entertainment and profit.

➤ **Adapt to Evolving Mobility Choices**

Our transportation system must adapt to meet both current and future mobility needs, including investing in public transit service connectivity in the suburbs, regulating e-scooters and e-bikes to protect public safety, and ensuring sustainable revenues for local road infrastructure.

RESOLUTION 1678-26

A RESOLUTION ENDORSING THE LEGISLATIVE ACTION PROGRAM OF THE DUPAGE MAYORS AND MANAGERS CONFERENCE FOR THE 2026 LEGISLATIVE SESSION

WHEREAS, the Village of Itasca is a member of the DuPage Mayors and Managers Conference (DMMC); and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, businesses, and the region generally; and

WHEREAS, on December 4, 2025, the DuPage Mayors and Managers Conference Board of Directors voted unanimously to adopt its 2026 Legislative Action Program, attached hereto as Exhibit A; and

WHEREAS, the Village of Itasca will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees regarding legislative positions that may be presented in official capacity in the General Assembly or on behalf of the municipality; and

WHEREAS, the Mayor or his designee(s) also seek approval to advocate independently of the DMMC LAP for increased autonomy for non-home rule municipalities, specifically regarding the use of hotel/motel and locally imposed sales tax revenues.

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

SECTION ONE: The Village of Itasca hereby adopts the DuPage Mayors and Managers Conference's 2026 Legislative Action Program which is attached and includes the following listed legislative priorities:

1. Municipal Revenues and Unfunded Mandates
2. Sustainable Public Pension Systems
3. Freedom of Information Act and Open Meetings Act
4. Transportation and Infrastructure

SECTION TWO: The Mayor or his designee(s) may represent the Village of Itasca's position on state or federal legislation that is consistent with the approved DMMC 2026 Legislative Action Program.

SECTION THREE: A copy of this Resolution should be forwarded to the DuPage Mayors and Managers Conference, to all state legislators representing the Village of Itasca, and to the Office of the Governor.

SECTION FOUR: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanese	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 6th day of January, 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator
FROM: Jill Hanssen, Deputy Clerk/Executive Assistant
DATE: December 9, 2025

SUBJECT: Approval of a Resolution to Adopt the Illinois Municipal League 2026 State Legislative Agenda

RECOMMENDED MOTION: Motion to Adopt the Illinois Municipal League 2026 State Legislative Agenda.

INTRODUCTION

The purpose of this memo is to request that the Itasca Village Board officially adopt the Illinois Municipal League's (IML's) 2026 State Legislative Agenda and authorize the Mayor or his designee(s) to advocate for legislation in the 2026 Legislative Session that is consistent with IML's legislative priorities.

DISCUSSION

The Illinois Municipal League (IML) is a nonprofit organization dedicated to unifying and advocating for the interests of municipalities in Illinois. Serving as a collective voice for local governments, it fosters collaboration and provides resources to address common challenges, promoting effective governance.

Each year, the IML adopts a State Legislative Agenda (SLA) to establish positions on legislative issues that collectively benefit member municipalities. As a longstanding member of the League, the Village has consistently supported IML's platform to uphold and safeguard municipal rights.

This year's SLA supports IML's core values to:

- Promote local decision making
- Promote and preserve home rule authority
- Oppose unfunded mandates
- Preserve the right of municipalities to decide employee wages and benefits
- Protect state-shared revenues

By approving this resolution, the Board affirms its support of IML's SLA agenda and authorizes the Mayor or his designee(s) to advocate for legislation that aligns with it.

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Village Board First Reading on December 16, 2025, for consideration and approval.

ATTACHMENTS

Exhibit A - IML State Legislative Agenda
Resolution

AFTER ACTION STEPS

Send copy of Resolution to IML

IMI

ILLINOIS MUNICIPAL LEAGUE

2026

State Legislative Agenda



December 6, 2025



Introducing the 2026 IML State Legislative Agenda

As the statewide representative of the 1,294 cities, villages and towns in Illinois, the Illinois Municipal League (IML) is pleased to provide its 2026 State Legislative Agenda.

Each year, IML conducts meetings of its six policy committees to discuss and consider legislative proposals submitted by municipal officials from throughout the state. These proposals are recommended to the IML Legislative Committee for further consideration and then, ultimately, to the IML Board of Directors for approval.

This agenda, along with the 2026 Federal Legislative Agenda, IML Resolutions and annually-updated IML Legislative Principles and Policies, serves as a foundational document for IML’s advocacy efforts.

This year’s agenda builds on IML’s core values to promote local decision making, promote and preserve home rule authority, oppose unfunded mandates, preserve the right of municipalities to decide employee wages and benefits and protect state shared revenues.

It is critical that municipal and state officials work cooperatively to provide for the health, safety and welfare of their shared constituencies. IML is proud to partner with the General Assembly and all other interested parties in order to better serve cities, villages and towns in Illinois.

Additional information about IML’s advocacy efforts, including position papers, fact sheets, legislative reports and more is available at iml.org/legislative.

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Revenue and Finance

FULLY FUND ALL STATE SHARED REVENUES

IML supports the General Assembly fully funding all state shared revenues.

Background

It is critical that Illinois municipalities receive the revenues necessary to offer essential services that provide for the health, safety and welfare of their communities. This partnership must continue in good faith and recognition that many services that benefit Illinoisans are provided by local governments.

The Solution

The General Assembly should fully fund all state shared revenues, such as: Local Government Distributive Fund (LGDF), Personal Property Replacement Tax (PPRT), Motor Fuel Tax (MFT), Transportation Renewal Fund (TRF), State Use Tax (UT) and Cannabis LGDF.

NON-HOME RULE MOTOR FUEL TAX (OUTSIDE OF COOK COUNTY)

HB 1283 (Rep. DeLuca, D-Chicago Heights)

IML supports allowing all non-home rule municipalities to impose a local Motor Fuel Tax (MFT) not to exceed 3 cents per gallon.

Background

Public Act 101-0032, effective January 1, 2020, provided, in part, that non-home rule municipalities within Cook County may impose a tax on motor fuel, by ordinance, not to exceed 3 cents per gallon, in 1-cent increments. With that legislation, only non-home rule municipalities within Cook County or those with more than 100,000 residents are able to impose a local MFT on fuel sold at retail locations within the municipality.

The Solution

The General Assembly should provide flexibility for non-home rule municipalities to utilize additional revenue sources by expanding the authority to impose a local MFT.



iml.org/revenue

MFT Fact Sheet



State Regulation

BIOMETRIC INFORMATION PRIVACY ACT

IML supports exempting data centers from liability under Illinois' Biometric Information Privacy Act (BIPA).

Background

BIPA was created to give individuals control over their own biometric data when fingerprints, facial scans or other personal identifiers are collected and used for security or timekeeping systems or other uses. Enacted in 2008, BIPA has generated significant civil litigation activity, and the ongoing liability risks to data center operators is inhibiting local municipalities' economic development and attraction efforts.

The Solution

The General Assembly should exempt data centers from liability under BIPA for greater effectiveness in data center recruitment efforts.

Stay Up to Date With IML Newsletters

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E-BIKE REGULATION

IML supports the implementation of uniform statewide regulatory standards for electric bicycles (e-bikes), aligning their classification, operation and enforcement protocols with those applicable to motorcycles.

Background

The use of e-bikes is greatly increasing across the state, leading to growing concerns about safety and the lack of regulation. The State of Illinois provides units of local government with limited authority to establish and implement local ordinances to regulate e-bikes. Such ordinances do not effectively manage the rising number of e-bikes and their impact on traffic, pedestrian safety and public spaces. As a result, stronger and more uniform regulations are necessary.

The Solution

Illinois should develop comprehensive, up-to-date e-bike regulations that balance safety, accessibility and innovation similar to motorcycle regulations, allowing for increased enforcement and compliance.

ELECTRONIC PUBLICATION OF NOTICES

SB 29 (Sen. Castro, D-Elgin)
HB 3069 (Rep. Ford, D-Chicago)

IML supports allowing municipalities to fulfill statutorily-mandated newspaper publication requirements by providing notice on the municipality's website and on a publicly available, searchable online database operated independently from the municipality.

Background

State law imposes a significant number of mandated publication requirements for communicating governmental information to the public. Public notices are an important and beneficial service provided to citizens. These notice requirements also add costs to local governments and their taxpayers, particularly for mandates to place notices in newspapers.

The Solution

Municipalities should be allowed to fulfill public notice mandates electronically, providing greater transparency and access for the public. Publication of notices in newspapers would remain an option for communicating information to the public.

LocalPublicNotices.org

Transparency

KRATOM REGULATION

IML supports creating statewide regulations for kratom products including 7-hydroxymitragynine (7-OH).

Background

Kratom is a growing concern in Illinois because it is unregulated and can cause serious health problems. Currently, there are no statewide standards for manufacturing, labeling or selling kratom 7-OH products. Kratom, which can be sold to minors in Illinois, also has documented addictive properties.

The Solution

To address the risks of kratom, the state should adopt common-sense baseline regulations, including setting a minimum purchase age, requiring clear labeling with dosage and health warnings and mandating product testing to ensure purity and safety. Retailers should be licensed and monitored to prevent illegal sales, similar to adult-use cannabis requirements.

STATE PERMITTING REFORM

IML supports the establishment of a specific timeline within which state agencies must complete their review of permit applications.

Background

State agencies often take significant time to process agreements and review municipal permit applications, in many cases longer than one year. This can result in lapsed funding sources, significant increases in project costs and continued degradation of critical infrastructure as time elapses. Municipalities are subject to statutory timelines for the review and issuance of permits in some cases. State agencies should be required to meet similar timelines.

The Solution

Establishing a specific timeline for state agencies to review municipal permit applications will result in reasonable completion times for projects, reduced construction costs and upgraded infrastructure on a more timely basis.

FOIA BODY CAMERA FOOTAGE TRANSPARENCY

IML supports allowing municipalities to fulfill Freedom of Information Act (FOIA) requests for officer-worn body camera footage without redaction.

Background

Municipalities and police departments receive countless FOIA requests for officer-worn body camera footage. This footage must be painstakingly reviewed and redactions made in accordance with existing law. Footage only a few minutes in length often takes several hours to redact. The sheer number of FOIA requests for this type of footage, coupled with the length of time it takes to redact it, results in police departments hiring additional staff simply for this purpose or diverting employees and officers from their existing job duties, impacting the public safety of communities.

The Solution

The General Assembly should remove the requirement of redacting footage and allow the fulfillment of FOIA requests by providing complete body camera footage, which will provide the public with clear and full records and will result in immediate financial savings, while bolstering transparency.

iml.org/principles

iml.org/legislative

T ransparency *(continued)*

OFFICER-WORN BODY CAMERA FOOTAGE FOIA REQUEST RELIEF HB 3380 (Rep. Slaughter, D-Chicago)

IML supports allowing municipal personnel to fulfill FOIA requests for officer-worn body camera footage only for persons that are a party to the incident, through a court order or to the media.

Background

Municipalities and police departments receive countless FOIA requests for officer-worn body camera footage. Satisfying these requests is labor-intensive and time-consuming. For officer-worn body camera footage, the frequency of requests combined with the labor required for proper redaction requires police departments to hire additional personnel or reassign other staff and officers, diverting resources from other critical community safety priorities.

The Solution

Limiting the fulfillment of FOIA requests for officer-worn body camera footage to those received from parties to the incident, those that are court-ordered or to the media will minimize time and resources spent on superfluous requests and redactions. The result will be immediate financial savings.

PARITY FOR LAW ENFORCEMENT GRANT REPORTING REQUIREMENTS HB 3382 (Rep. Slaughter, D-Chicago)

IML supports eliminating burdensome reporting requirements in the Law Enforcement Camera Grant Act by aligning them with those of the Law Enforcement Officer-Worn Body Camera Act.

Background

Municipal police departments are required to provide an annual report to the Illinois Law Enforcement Training and Standards Board detailing the composition of the department, the number of body-worn cameras used by the department and any technical issues with the equipment and how those issues were remedied, as prescribed in the Law Enforcement Officer-Worn Body Camera Act. However, police departments that receive grant funding under the Law Enforcement Camera Grant Act are subject to more burdensome reporting requirements including a list of any criminal, traffic, ordinance and civil cases in which in-car video recordings were used. Some municipal police departments forgo applying for this grant funding because they do not have the time or resources to satisfy the conflicting reporting requirements.

The Solution

The General Assembly should bring parity between the reporting requirements of the Law Enforcement Camera Grant Act and the Law Enforcement Officer-Worn Body Camera Act to simplify compliance efforts.

H ousing

CRIME-FREE HOUSING AND NUISANCE ABATEMENT

IML supports the preservation of municipal authority to enact crime-free housing or nuisance abatement ordinances as a means to preserve and promote safety and minimize disruptions in communities while preventing discriminatory policies and practices.

Background

Crime-free housing and nuisance abatement ordinances aim to increase public safety by establishing penalties for criminal activity occurring on rental properties. Some legislators have sought to minimize, if not fully remove, municipal authority to implement these policies. Municipal housing policies should be implemented at the local level and prioritize public safety, accessibility and community needs.

The Solution

Municipalities should maintain the authority to enact crime-free housing and nuisance abatement ordinances that improve safety in communities and adhere to strict guidelines to prevent discrimination in application and protect the rights of both tenants and landlords.

HOUSING PROGRAMS — PRESERVE EXISTING MUNICIPAL AUTHORITY

IML supports the preservation of existing municipal authority to implement housing programs, ordinances and affordable housing measures that uphold and adhere to local zoning policies.

Background

The State of Illinois provides units of local government with limited authority to establish and implement responsible housing programs that benefit their residents and comply with municipal zoning regulations. Municipal governments must maintain the authority to enact and enforce policies that are carefully considered through the lens of the needs and priorities of each individual community. Removing this authority disregards the voices of local residents and elected officials and runs the risk of putting undue strain on community infrastructure and services.

The Solution

Existing municipal authority to implement housing programs should be preserved to provide adequate housing options, promote the welfare of residents and support local development goals and zoning practices and policies.

HOW DOES IML TAKE BILL POSITIONS?

IML reviews all legislative items filed by the Illinois General Assembly and takes positions on those that may impact municipal governments. When IML supports or opposes a bill, we often file a witness slip when the bill is posted to a Senate or House of Representatives committee hearing. However, that only represents a small portion of the bills IML takes a position on or tracks. IML has six defined bill positions that may be assigned to tracked legislation, which are then posted on our website at iml.org/billtracking. IML's positions and their meanings are as follows:

Support

The bill or amendment may benefit municipal governments.

Oppose

The bill or amendment may harm municipal governments.

Neutral

The bill or amendment may have an impact on municipalities, but affects municipalities differently based on demographics, geographic location or other differential issues. In these cases, municipalities might elect to convey their individual positions to legislators. The final bill may also be the result of negotiations involving IML or other organizations, which resulted in objections being resolved toward municipal interests, so neither a "support" nor "oppose" position is necessary.

No Position

No Position may indicate a belief by IML that the bill or amendment doesn't impose a harm or benefit or there is no need to take a position at this time.

Bill of Interest

These are bills that IML may take a position on at a later point during the legislative session and is actively monitoring but without a position determination.

Under Review

These are bills or amendments for which IML staff is seeking additional information before developing a formal position. Updates are provided when IML takes a formal position on bills or amendments previously designated as Under Review. The updates will indicate the bill or amendment position and that the legislation had previously been Under Review.



About the Illinois Municipal League

For more than a century, IML has served municipalities as the nonprofit, nonpolitical association for all 1,294 cities, villages and towns in Illinois.

IML is the statewide, community-focused advocacy and educational organization giving municipalities a powerful presence and voice in our state and national capitals.

For more information about IML or its programs and services, please visit iml.org or contact any member of our legislative and legal advocacy teams at (217) 525-1220.

ILLINOIS MUNICIPAL LEAGUE CORE VALUES

- Promote Local Decision Making
- Promote and Preserve Home Rule Authority
- Expand Non-Home Rule Authority
- Oppose Unfunded Mandates and Preemption
- Preserve the Rights of Municipalities to Decide Employee Wages and Benefits
- Protect State Shared and Other Local Revenues



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RESOLUTION 1679-26

A RESOLUTION ENDORSING THE STATE LEGISLATIVE AGENDA OF THE ILLINOIS MUNICIPAL LEAGUE FOR THE 2026 LEGISLATIVE SESSION

WHEREAS, the Village of Itasca is a member of the Illinois Municipal League (IML); and

WHEREAS, the Illinois Municipal League develops its annual State Legislative Agenda (SLA) with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents and businesses in these municipalities, and the region generally; and

WHEREAS, the Illinois Municipal League Board of Directors voted unanimously to adopt its 2026 SLA, attached hereto as Exhibit A; and

WHEREAS, the Village of Itasca, will individually benefit by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Itasca regarding legislative positions that may be represented in official capacity or on behalf of the municipality:

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

SECTION ONE: The Village of Itasca hereby adopts the Illinois Municipal League's 2026 SLA, which is attached and supports IML's core values to:

- Promote local decision-making; and
- Promote and preserve home rule authority; and
- Oppose unfunded mandates; and
- Preserve the right of municipalities to decide employee wages and benefits; and
- Protect state-shared revenues.

SECTION TWO: The Mayor or his designee(s) may represent the Village of Itasca's position on state or federal legislation that is consistent with the approved IML 2026 State Legislative Agenda.

SECTION THREE: A copy of this Resolution should be forwarded to the Illinois Municipal League, to all state legislators representing the Village of Itasca, and to the Office of the Governor.

SECTION FOUR: SEVERABILITY. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or

unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 6th day of January, 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

VILLAGE BOARD MEETING
MEMORANDUM

TO: Mayor Pruyne and Village Trustees
FROM: Carie Anne Ergo, Village Administrator
DATE: December 16, 2025
SUBJECT: An Agreement with Stericycle Inc regarding its existing operation of a Potentially Infectious Medical Waste Transfer Station Facility at 1470 Norwood Avenue with truck parking and staging at 1401 Ardmore Avenue

RECOMMENDED MOTION: Motion to Recommend Approval of the Subject Agreement with Stericycle at the Next Regularly Scheduled Village Board Meeting.

INTRODUCTION

The Village has reached tentative agreement with Stericycle to allow the company to provide voluntary payments, indemnity, and certain operational protections to the Village. The Agreement concerns Stericycle's existing Potentially Infectious Medical Waste transfer facility in Itasca.

DISCUSSION

The attached agreement is a result of extensive negotiations spanning more than 18 months. First and foremost, it provides certain protections to the Village related to the company's operations at 1470 Norwood Avenue that is permitted by the Illinois EPA as a "transfer station," and a truck parking and staging property located at 1401 Admore Avenue that is not currently permitted by the IEPA. Neither of these locations received local siting approval by the Village, a process that is anticipated to be initiated by Stericycle with the filing of a siting application in 2026.

Second, in consideration of any fees and costs incurred by the Village in connection with Stericycle facilities and the wear and tear of the Village's right-of-ways due to the traffic generated by its operations, Stericycle has agreed to a voluntary payment to the Village. The payment will be seventy-five thousand dollars (\$75,000) each calendar year starting in 2025 for up to 7,500,000 pounds of Acceptable Waste managed at the facility. Stericycle further agrees to pay the Village an additional \$0.01 for each pound in excess of 7,500,000 pounds. Beginning in 2027, the payment increases at rate of 3.5% annually.

Third, the Village reserves all of its rights and does not waive enforcement concerning any aspect of Stericycle facilities, including, but not limited to its current enforcement proceedings for non-compliance with Itasca's local zoning ordinance.

Finally, by approving this agreement, the Village is NOT adopting any position or making any judgment on Stericycle's future request for siting approval or any future permitting of Stericycle facilities.

Company Background

Stericycle, Inc. is a wholly owned subsidiary of Waste Management, Inc. (WM).

In November 2024, Waste Management completed its acquisition of all outstanding shares of Stericycle. Prior to that transaction, Stericycle was an independent publicly traded company. Since that time, it now operates within the Waste Management corporate structure.

Operationally, Stericycle continues to function as a distinct business unit specializing in regulated and compliance-driven waste streams, including medical waste, sharps, pharmaceutical waste, and hazardous waste, while Waste Management's core business remains municipal solid waste, recycling, and landfill operations. Although the companies are now financially and corporately affiliated, services are still delivered under separate permits, regulatory frameworks, and waste-stream requirements, consistent with state and federal environmental regulations.

History of Operations & Permitting in Itasca

Advanced Environmental Systems (AES), which preceded Stericycle in operating the facility at 1470 Norwood Ave., received its Special Use Permit (SUP) in 2009 (Ordinance 1501-09) and Zoning Certificate in early 2010 for operating a medical waste treatment facility. This permit included no specific conditions other than that the operation must comply with local, state, and federal law. The SUP narrative included a reference to using an autoclave– steam under pressure – to treat the waste before it was to be compacted and carried out as ordinary solid waste.

Over the facility's tenure, several building permits have been processed by the Village including utility work and an overhead door replacement.

In 2015, Stericycle received Village approval as the new operator of the facility.

On May 5, 2023, then Community Development Director Vijay Gadde received an email from Susan Olavarria, Stericycle's Vice President of Government Relations, indicating that the previous owner may not have followed the proper state permitting process. She further explained that Stericycle was in discussions with the Illinois EPA who "may" require the company to seek approval from the Village of Itasca for its current operations through the state mandated siting process.

On July 19, 2023, Ms. Olavarria followed up with an email indicating that the IEPA would be requiring Stericycle to file a new siting application with the Village of Itasca.

A pre-application meeting was held at Village Hall on August 28, 2023, where it became clear that state siting process was beyond the scope of the original Special Use Permit (SUP) issued by the Village in 2009. Further, the Village learned that Stericycle had expanded the footprint of its operations beyond the SUP at 1470 Norwood Ave. and was conducting truck parking and staging at 1401 Ardmore without appropriate local or state authority.

The Village's legal counsel advised that counsel with expertise in environmental law be retained to guide the Village through the permitting process. In October 2023, the Village retained Jennifer J. Sackett Pohlenz with

Leech Tishman Fuscaldo & Lampl, LLC to advise the Village on this matter. Ms. Sackett Pohlenz has represented the Village on a number of other environmental related matters over the years.

On December 5, 2023, the Village passed *Ordinance 2088-23 – An Ordinance Setting Forth the Rules of Procedure for Siting a Pollution Control Facility in the Village of Itasca, Illinois*.

On May 8, 2024, Stericycle advised it would provide the Village a pre-siting application by the end of May.

On October 2, 2024, Stericycle delivered its pre-siting application to Itasca. This application provided Village staff its first detailed look at Stericycle’s current operations.

In December 2024, the Village was notified of the merger between Waste Management and Stericycle.

Current Operations

According to Stericycle, the Norwood facility is currently used exclusively as a transfer station for potentially infectious medical waste. Box trucks bring medical waste to the facility in regulated sealed containers, which remain unopened. The box trucks are staged at the Ardmore lot, however, no vehicles that are stored overnight outside at either facility may contain waste of any type, except in the event of a weather or other emergency.

The unopened containers are transferred directly from the small trucks to larger tractor trailers, which then transport the waste off site to a disposal facility in Wisconsin each day. The facility operates up to seven days per week. The autoclave is no longer in operation.

FISCAL IMPACT

In addition to the \$75,000 annual payment described above, the agreement has provisions to indemnify the Village, as well as reimburse the Village for up to \$40,000 in costs incurred by the Village to date in the review of matters related to this agreement.

NEXT STEPS

Stericycle has indicated that it would like to file a siting application with the Village early in 2026 and is seeking final approval of this agreement at the first Board meeting in January. Legal Counsel has advised that the attached agreement should be executed by the parties prior to Stericycle filing for siting review and approval.

From the date of formal siting application filing, a 180-day window begins during which the Village must review the application, hold a public hearing, and provide a 30-day period for written comment before considering the application’s approval. This is a quasi-judicial process, where the Village will employ hearing officer to oversee Board deliberations. Itasca’s Corporation Counsel Charles Hervas will represent the Board. Village staff will be represented by Ms. Sackett Pohlenz. The applicant is responsible for all costs incurred by the Village for this process.

STAFF RECOMMENDATION

After final review by legal counsel, staff recommends that the Board discuss the attached agreement at its regularly scheduled Village Board meeting on December 16, 2025 and move to recommend it for approval at its next regularly scheduled Board meeting on Tuesday, January 6, 2026.

**AGREEMENT
BETWEEN THE VILLAGE OF ITASCA, ILLINOIS AND STERICYCLE, INC.**

This Agreement (“Agreement”) is made as of the 16th day of December, 2025, (“Effective Date”) between the Village of Itasca, Illinois (“Village”) and Stericycle, Inc. (“Company”).

RECITALS

WHEREAS, the Company currently operates a Potentially Infectious Medical Waste transfer facility, in a portion of the building at 1470 Norwood Avenue in Itasca, Illinois, that is permitted by Illinois EPA as a “transfer station” as defined by 5/3.500 of the Act (415 ILCS 5/3.500) (“Norwood Facility”), and a truck parking and staging property located at 1401 Ardmore Ave, Itasca, Illinois, that is not permitted by IEPA (“Ardmore Facility”). Neither the Norwood Facility nor Ardmore Facility has received site location approval from the Village pursuant to 415 ILCS 5/39.2).

WHEREAS, the Company desires to contribute to the Village general fund without restriction on the Village’s use of such voluntary payments;

WHEREAS, the Company desires to provide certain protections to the Village related to the Company’s operations at the Norwood Facility and Ardmore Facility (collectively, the “Facilities”);

WHEREAS, the Village is desirous of obtaining such voluntary payment and such protections;

WHEREAS, the Village has not consented to, concurred in, or objected to the Company operating the Facilities, and nothing in this Agreement shall be deemed by the Company, the Village, other public agencies, or the public to indicate that the Village has heretofore adopted any position or made any judgment on the potential request for site location approval or any future permitting of the Facilities; and

WHEREAS, the Village reserves all of its rights and does not waive enforcement concerning any aspect of the Facilities, including, but not limited to any current enforcement proceedings;

NOW, THEREFORE, in consideration of the following, the Village and the Company agree as follows:

**ARTICLE 1
DEFINITIONS AND TERM OF AGREEMENT**

Section 1.1 Definitions. The terms defined in reference to law or regulation are intended to be current to that referenced law or regulation and, if repealed or renumbered, it is intended that the current definition in federal or State of Illinois law for the term apply.

“Acceptable Waste” is Potentially Infectious Medical Waste (“PIMW”). The Company represents that any non-hazardous material mixed with PIMW is still PIMW under Illinois law and the Company’s Illinois EPA permits, and that the Company must follow all Subtitle C (PIMW) rules, plus any other applicable rules. “Acceptable Waste”, in whole or part, is not characterized or listed as hazardous, even if allowed under any of the definitions within “Acceptable Waste”.

“Act” as used in these definitions and this Agreement, shall mean the Illinois Environmental Protection Act, as amended from time to time (415 ILCS 5/1, et seq.), and the related regulations.

“Potentially Infectious Medical Waste” or “PIMW”, means the types of waste generated in connection with the diagnosis, treatment (i.e., provision of medical services), or immunization of human beings or animals; research pertaining to the provision of medical services; or the production or testing of biologicals as provided in Section 5/3.360 of the Act (415 ILCS 5.3.360), except that such waste does not include Unacceptable Waste.

“Unacceptable Waste” whether or not capitalized and used in any of its grammatical forms, means any waste that is not Acceptable Waste, including but not limited to:

- (a) “hazardous waste” as defined by Section 5/3.220 of the Act (415 ILCS 5/3.220);
- (b) “industrial process waste” as defined by Section 5/3.235 of the Act (415 ILCS 5/3.235);
- (c) “pollution control waste” as defined by Section 5/3.335 of the Act (415 ILCS 5/3.335);
- (d) “sludge” as defined by Section 5/3.465 of the Act (415 ILCS 5/3.465);
- (e) “special waste” as defined by Section 5/3.475 of the Act (415 ILCS 5/3.475)
- (f) “polychlorinated-biphenyls” as defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2692, or regulations promulgated thereunder;
- (g) source, special or byproduct nuclear materials, radioactive waste, high-level or low-level radioactive waste, or transuranic waste as defined in the Atomic Energy Act, 42 U.S.C. Sections 2014 et seq., or regulations promulgated thereunder;
- (h) “asbestos” as defined in 40 CFR 763.83;
- (i) any empty containers or liners in which a “Special Waste” as defined by Section 3.475 of the Act (415 ILCS 5/3.475), has been stored, transported, treated, or disposed; and
- (j) “liquid waste” as defined by 35 IAC 811.107;
- (k) “municipal waste” as defined by 415 ILCS 5/3.290;
- (l) “landscape waste” as defined by 415 ILCS 5/3.270; and
- (m) “regulated medical waste” as defined by 49 C.F.R. §173.134 that is not PIMW.

Section 1.2 Term

This Agreement commences on the Effective Date and continues in force and effect until both Facilities cease to operate and both Facilities are not permitted by the IEPA. If one Facility ceases operating and the other Facility continues to operate, for example, this Agreement remains in full force and effect. For further example, if both Facilities cease to operate, but one Facility remains permitted by IEPA, then this Agreement remains in full force and effect. In addition, the Village may terminate this Agreement if the Company is in default of this Agreement as provided in Section 4.2. The Company, in turn, may, at its sole discretion, terminate this Agreement if it determines that it is no longer economically desirable to operate the one or both of the Facilities and it rescinds its IEPA permit to operate. The Company agrees that,

should this Agreement be terminated by either the Village or the Company, the Company will immediately stop its operations and receipt and acceptance of Acceptable Waste, transfer all waste at the Facilities from the Facilities to a location not within the Village, within seventy-two (72) hours of termination, and notify IEPA that the permit(s) shall be terminated.

ARTICLE 2 **ENVIRONMENTAL** **PROTECTIONS**

Section 2.1 Compliance with Laws

The Company shall comply at all times, in connection with the operation of the Facilities, with: (a) all conditions and requirements of any permit(s) that is issued for development or operation of one or both of the Facilities, and (b) laws, rules, regulations, and ordinances, as may be amended from time to time, relating to the development, operation, waste receipt and transfer, monitoring, remediation, or closure of one or both of the Facilities. With respect to the closing of one or both of the Facilities, the Company agrees to comply with all government ordinance(s), rule(s), regulation(s), law(s) or directive(s) as to closure and/or post-closure requirements and pay the entire costs associated therewith.

Section 2.2 Waste Acceptability

The Company shall only allow Acceptable Waste to be accepted, received, and stored at, transported to, transferred from, or otherwise present at either of the Facilities. All Acceptable Waste, except when being transported to or from one or both of the Facilities, must be kept inside the Norwood Facility (i.e. within a fully enclosed building) or a closed and locked truck within a fenced and locked property at the Ardmore Facility. Unacceptable Waste accepted at, transported to, stored, or otherwise present at, on, or in any of the Facilities shall be properly removed within 24 hours upon discovery by the Company, or if 24 hours is not feasible due to regulatory, operational or other reasons, such other amount of time necessary to properly remove the Unacceptable Waste as agreed to between the parties.

The Company shall not knowingly accept, transport, treat, store, dispose, or transfer Unacceptable Waste at or to or from any of the Facilities.

Section 2.3 Defense and Indemnification

The Company covenants and agrees at Company's sole cost and expense to defend, indemnify and hold harmless the Village, individual members of the Village Board, and any and all employees, agents, officers, or representatives of the Village (collectively "Village Affiliates"), from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds, costs, expenses, fines and penalties, attorneys' fees and expenses of litigation, of any nature whatsoever, relating in any way directly or indirectly to one or both of the Facilities or this Agreement, except when solely caused by the Village or Village Affiliate's actions or omissions. This includes, but is not limited to, any condition or occurrence, or any release, discharge, or emission at, onto, above, under, through or from one or both of the Facilities; or the Company's execution, performance, or non-performance of this Agreement or

of any siting conditions placed on the operation of one or both of the Facilities. The defense and indemnity obligations of the Company under this Section include, but are not limited to, any claims of injury to any person (including, but not limited to death); claims of damage to property; and, violation of or non-compliance with any law, ordinance, rule, or regulation (including without limitation any environmental, health, or statutory or common law obligation or liability). This includes, but is not limited to, the Village's attorneys' fees and costs of enforcement of this Agreement. The Company shall assume the Village's defense of all suits, administrative proceedings, and disputes of any description against all persons, entities, political subdivisions, or government agencies arising out of the matters to be indemnified under this Agreement, subject to the Village's right to approve defense counsel and approve or deny any resolution or settlement. In the event the interests of the Village and Company in defense of claim are not aligned, the Company shall provide separate defense counsel for the Village, subject to the approval of the Village. Company shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties, bonds for appeal, or agreed settlements arising out of the matters to be indemnified under this Agreement. In addition, the Company shall indemnify the Village for no more than \$40,000, for all attorney's costs and fees incurred by the Village prior to or on the date the Village Board approves this Agreement. Further, nothing in this Agreement shall be construed as a waiver of any common law or statutory immunity the Village may have to such liability. This Section 2.3 survives termination of this Agreement.

In addition, the Company agrees to reimburse the Village for any and all reasonable costs or fees incurred by the Village for the optional compliance review under Section 4. A. of Village Ordinance 2088-23; and, for any lawsuit or administrative proceeding filed against or in opposition to a decision by the Village on any siting application submitted by the Company.

ARTICLE 3 **VOLUNTARY** **PAYMENT**

Section 3.1 Payment

In consideration of any fees and costs incurred by the Village in connection with the Facilities and the wear and tear of the Village's right-of-ways due to the traffic generated by the Facilities, the Company agrees to pay the Village an annual payment of seventy-five thousand dollars (\$75,000) each calendar year starting in 2025. This voluntary payment is an annual fee, without reduction if the Company operates less than a full calendar year and shall be made to the Village in monthly payments, due on the first business day of each month, of six thousand, two-hundred-fifty Dollars (\$6,250). In the event the Company terminates operations at the Facilities, the Company may, at its option, continue to pay the monthly payments of \$6,250 or accelerate the unpaid amount of the annual payment and pay it in a lump sum. In the event that the Acceptable Waste managed (e.g., stored, refrigerated, and/or transferred) exceeds 7,500,000 pounds in a calendar year, the Company agrees to pay the Village an additional \$0.01 for each pound in excess of 7,500,000 pounds on or before the 15th day of the following calendar year. The annual payment for 2025 shall be made by the Company within seven (7) days of this

Agreement being approved by the Village and signed by the Mayor.

Section 3.2 Annual Increase

Beginning as of January 1, 2027, and as of each January 1 thereafter, annual voluntary payment described in Section 3.1 above will be increased from the payment of the previous year by 3.5% and these increases will change the monthly payment amounts to coincide with the adjusted increase on the annual voluntary payment

**ARTICLE 4
ADMINISTRATIVE
PROVISIONS**

Section 4.1 Assignment

The Company shall not assign this Agreement or any interest in this Agreement, any right or privilege appurtenant to this Agreement, and any siting approval without first obtaining the Village's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Company may assign or transfer its interest in this Agreement to an affiliate of the Company without consent in the event that the affiliate is more than 50% owned by the Company. In addition, no transfer of any ownership, leasehold, permits, or other interest in either of the Facilities may be made without the prior written approval of the Village, which approval shall not be unreasonably withheld, conditioned or delayed. The right to seek assignment or approval may occur only if the Company is not in a cure period related to or in default in connection with its non-monetary obligations under this Agreement, or as otherwise may be agreed to between the parties.

Subject to the provisions of this Agreement limiting the right to assign this Agreement, this Section 4.1 shall be binding on and inure to the benefit of the parties and their heirs and successors. Furthermore, in the event of an approved assignment or transfer, the Company shall remain primarily responsible for all obligations and liabilities of this Agreement which accrue prior to the execution of any approved assignment or transfer. Transfer of a fifty percent (50%) or greater interest in the Company to another owner or owners shall be deemed an unpermitted transfer under this Section, unless made with the approval of the Village. The Village may require an additional written commitment from the assignee or transferee to assume and comply with the duties and obligations of this Agreement. The Village shall not unreasonably withhold, condition or delay approval of a proposed assignment or transfer. This Section 4.1 survives termination of this Agreement.

Section 4.2 Default

The breach of any obligation of the Company under this Agreement without cure or an attempt to cure within twenty-one (21) days of the Company's receipt of notice of the breach is a "default" by the Company under this Agreement. Should the Company be in default of this Agreement, the Village may, at its sole discretion, terminate this Agreement. This Section 4.2 survives termination of this Agreement.

Section 4.3 Remedies

In the event of a default described in Section 4.2 above, the Village shall be entitled to exercise all remedies available at law or in equity including, without limitation, bringing an action or actions from time to time for recovery of amounts due and unpaid by the Company, and seeking an injunction to enforce siting conditions, if any, and enforce closure of the Facilities under this Agreement.

In addition, not exclusive of the Village's remedies under this section, the Village shall have the right to terminate this Agreement without any further obligation of the Village hereunder.

The Company agrees that the Village shall not have an adequate remedy at law where the Company has failed to cure an event of default, and that in the circumstance and in that instance, the Village shall be entitled to equitable relief (including preliminary and permanent injunctive relief).

All rights and remedies of the parties set forth in the Agreement shall be cumulative, and no remedy available to the parties shall be exclusive of any other remedy. All rights and remedies afforded to the parties herein shall survive termination of this Agreement.

Section 4.4 Notice

Any notice to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or three (3) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section. This Section survives termination of this Agreement.

To the Village, notice shall be sent to both the Village and the Village's Attorney at the following addresses:

TO THE VILLAGE AT:

Attention: Village Clerk
Village of Itasca
550 W. Irving Park Road
Itasca, IL 60143

WITH COPY TO THE VILLAGE's ATTORNEYS AT:

Attention: Hervas, Condon & Bersani, P.C.
333 Pierce Rd. Suite 195
Itasca, IL 60143

To the Company, notice shall be sent to the Company at the following addresses:

TO THE COMPANY AT:

Attention: Office of General Counsel
Address: Stericycle, Inc.
2355 Waukegan Road
Bannockburn IL 60015

WITH COPY TO STERICYCLE'S ATTORNEYS AT:

Attention: Donald J. Moran
Pedersen & Houpt
161 N Clark St #2700
Chicago, IL 60601

Section 4.5 Waiver

The Company waives any and all defenses related the validity of this Agreement, or the authority of the Company or Village to enter into this Agreement. Section 4.5 survives the termination of this Agreement.

No waiver by the Village or Company of any requirement or obligation under this Agreement or siting conditions, if any, shall be deemed a waiver of any other requirement or obligation under this Agreement or siting conditions, if any. The Village's or Company's consent or silence in response to any act shall not be deemed to render unnecessary the subsequent obtaining of consent, where required by this Agreement or siting condition. The Village's acceptance of payments from the Company shall not be deemed a waiver of any preceding default by the Company, whether known or unknown by the Village.

Section 4.6 Governing Law and Forum for Litigation

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any litigation filed by the Company or the Village against the other party and involving this Agreement shall be filed in the Circuit Court of DuPage County, Illinois. Section 4.6 survives the termination of this Agreement.

Section 4.7 Severability

The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof, except to the extent any part or the whole of Article 3 (payment) or Section 2.3 (defense and indemnity) is stricken, in which case, the parties have thirty (30) days to negotiate and agree on an amendment to the stricken provision(s), or this Agreement is terminated and the Company will immediately stop its operations and receipt and acceptance of Acceptable Waste, transfer all waste at the Facilities from the Facilities to a location not within the Village, within seventy-two (72) hours of termination, and notify IEPA that the permit(s) shall be terminated.

Section 4.8 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. However, nothing in this Section should be construed to allow the Company to assign its interest in this Agreement unless done pursuant to Section 4.1 of this Agreement. Section 4.8 survives the termination of this Agreement.

Section 4.9 Force Majeure

Neither party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war, which are beyond the control of such non-performing party.

Section 4.10 No Third-Party Beneficiaries

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties and their respective successors and assigns, nor shall any provision give any third persons any right or rights of action against any party to this Agreement.

Section 4.11 Five Year Review

The terms, fees, and conditions of this Agreement shall be reconsidered by the Village and Company every five (5) years starting the fifth (5th) year from the Effective Date of this Agreement. The reconsideration occurs by the Village and Company's exchange of requested changes to the Agreement no later than thirty (30) days following each fifth (5th) year anniversary and, if changes are requested by either the Village or the Company, meeting to negotiate the changes sought. If no changes are mutually agreed to by the parties, this Agreement continues in full force and effect.

Section 4.12 No Greater Than

The Company, specifically Stericycle, agrees that should it enter into any Agreement with a municipality or county in the State of Illinois concerning a property or facility that is permitted by the IEPA as a transfer station or temporary storage facility for Acceptable Waste, and where the Company agrees to provide benefits to the municipality or county where such facility is located, in the form of payments, fees, or services (for which the Company or any company related to it would ordinarily be paid), if the cumulative value of such payments, fees, or services is greater (at the time of entering into such agreement or in the future) than the voluntary payment made to the Village under Section 3.1 in this Agreement, the amount of Section 3.1 will be increased to at least equal such cumulative value.

Section 4.13 Recitals

The recitals are incorporated as part of this Agreement as if restated in this Section.

Section 4.14 Siting Application

If the Company submits an application for site location approval pursuant to Section 5/39.2 of the Act (415 ILCS 5/39.2), it agrees to include this Agreement in that application.

Section 4.15 No Objection to Special Service Area

Neither the Company nor any related entity shall object to the creation of any special service area that may be sought for the Village in the same industrial park as the Facilities. A related entity means any entity with 50% or more of its shares owned by a common parent or ultimate parent. To the extent the Company has the right under any lease to object to the creation of any special service area, the Company waives that objection.

**ARTICLE 5
OPERATIONAL PROTECTIONS**

Section 5.1 Access

The Company shall allow any agent duly authorized by the Village to enter one or both of the Facilities during any time when Company employees or agents are at such Facility or during any regular business hours.

Section 5.2 Security & Traffic Control

All transfer trailer truck traffic entering and exiting the Norwood Facility and the Ardmore Facility will utilize Norwood Avenue, Hilltop Drive and Ardmore Avenue when traveling to/from the west, and Norwood Avenue, IL 53 and Ardmore Avenue when traveling to/from the east.

The Ardmore Avenue property will be fenced by the Company and secured by a locking gate. The gate must be locked except during Regular Business Hours. No waste of any type shall be stored outside of a vehicle at the Ardmore Avenue property, excluding an outdoor municipal waste container for driver-generated waste.

No vehicles stored overnight outside, at either of the Facilities, or anywhere in the Village of Itasca shall contain waste of any type, except as may be otherwise approved by the Village of Itasca in the siting process and in compliance with the Illinois EPA permits for the Facilities.

Section 5.3 Operational Control Measures

The Company shall seek to prevent any waste, litter or debris from being discarded onto

public traveled roads due to the Company's operation or use of the Facilities or vehicles coming to or from one or both of the Facilities.

The Company shall conduct all operations in a manner that is protective of the public health, safety, welfare, and the environment. The Company shall comply with all applicable laws, ordinances, rules, and regulations, including but not limited to Illinois Pollution Control Board regulations.

The Company agrees to keep the gates to the Ardmore Facility locked, except for emergencies and to allow trucks to enter and exit. The Company agrees to keep the doors to the Norwood Facility closed at all times with the exception of authorized personnel entering or exiting the Norwood Facility or when a truck or trailer is staged in the dock area.

Section 5.4 Citizen Complaint Resolution

All citizen complaints concerning the Norwood or Ardmore Facilities, or Company vehicles while traveling within the Village, shall be responded to by the Company within a reasonable time. The Company shall establish and maintain a log of citizen complaints and make it available to the Village within five (5) business days of the Village's request.

ARTICLE 6 **AUTHORITY**

Section 6.1 Authority to Enter Into Agreement

The Company hereby represents and warrants that it is a valid and existing Delaware corporation, in good standing, authorized to do business in the State of Illinois, and that individuals executing this Agreement have been duly authorized by the Company to act on its behalf and enter into this Agreement.

The Company, by its signature on this Agreement, certifies that it has not been barred from contracting with a unit of local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3, 5/33E-4).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

**THE VILLAGE OF ITASCA,
DuPage County, Illinois**

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: Village Clerk

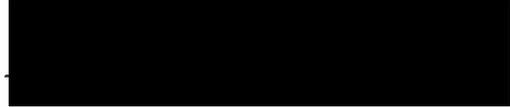
STERICYCLE, INC.



Name: Rafael Carrasco

Title: President

ATTEST:



Name: Courtney A. Tippy

Title: Corporate Secretary

RESOLUTION NO. 1681-26

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE VILLAGE OF ITASCA AND STERICYCLE, INC.**

WHEREAS, the Village of Itasca, Illinois (“Village”), a Body Politic, and Stericycle, Inc. (“Stericycle”), a Private Corporation, wish to enter into an agreement concerning their business operations conducted within the Village limits; and

WHEREAS, Stericycle currently operates a Potentially Infectious Medical Waste transfer facility in a facility located at 1470 Norwood Avenue that is permitted by the Illinois EPA and in a facility located at 1401 Ardmore Ave that is not permitted by the Illinois EPA and neither have received a site location approval from the Village; and

WHEREAS, the agreement does not constitute acceptance and/or approval or any opinion on any potential requests for the site location approval or any future permitting on their business operations; and

WHEREAS, the Village will receive an annual voluntary payment that shall be deposited into the Village’s general fund without restriction; and

WHEREAS, the Village receives additional protections from Stericycle as it relates to the operations of their facilities; and

WHEREAS, the agreement is advantageous for both the Village and Stericycle to enter said agreement; and

WHEREAS, the agreement, attached hereto and incorporated herein as Exhibit A, shall be entered into between the Village and Stericycle Inc.

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

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve Exhibit A, an Agreement between the Village of Itasca, Illinois and Stericycle, Inc.

SECTION TWO: The Village President is hereby authorized to sign and execute any documents necessary to accept the proposed agreement, Exhibit A, on behalf of the Village of Itasca.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 6th day of January, 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi



RECORD OF BILLS	
Tuesday, January 6, 2026	
Payroll Expenses (wages):	\$ 635,356.71
Bank Draft (IMRF):	\$ 648.92
Bank Draft (IPBC):	\$ -
Checks:	\$ 685,637.33
Credit Card Charges:	\$ 8,302.52
Bank Drafts/Wires:	\$ -
Manual Checks:	\$ 2,341.81
UB Refunds:	\$ -
ROB TOTAL:	\$ 1,332,287.29
PAYMENTS OVER \$50,000	
JOHN NERI CONSTRUCTION CO. INC.	\$ 181,937.60
VILLAGE OF ADDISON	\$ 155,347.50
ROBINSON ENGINEERING, LTD.	\$ 123,174.35
DYNERGY ENERGY SERVICES, LLC	\$ 76,282.23



Itasca, IL

Payment Register

APPKT02534 - CHECKS_ROB_1.6.26

01 - Vendor Set 01

Bank: Super Checking - Super Checking

Vendor Number	Vendor Name					Total Vendor Amount
10024	ALLIED PRESSROOM PRODUCTS, INC.					213.90
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	213.90
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
998894	CAR SOAP GTFOAM	12/16/2025	01/15/2006	0.00	213.90	
10051	ARAMARK SERVICES, INC./ARAMARK REFRESHMENT SE					89.27
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	89.27
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0727300680	OFFICE SUPPLIES - COFFEE	12/18/2025	01/18/2026	0.00	89.27	
10065	AT&T CORP - FIBER ACCT 831-000-9211 455					957.77
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	957.77
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1529929010	FIBER	12/11/2025	01/10/2026	0.00	957.77	
10064	AT&T-630Z99-0024 130 7/ILLINOIS BELL TELEPHONE CC					59.27
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	59.27
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
630Z99002412-12.16.25	911 SERVICE	12/16/2025	01/12/2026	0.00	59.27	
11531	BLANKROME LLP					516.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	516.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2329750	LEGAL FEES - HAYMARKET COVERAGE COUNSEL	12/05/2025	12/05/2025	0.00	516.00	
11383	BRADEN BUSINESS SYSTEMS, LLC.					445.13
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	445.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1076467	OFFICE EQUIPMENT COPIER-ADMIN, CD, PD & PD RECORI	12/22/2025	01/21/2026	0.00	445.13	
10129	CANON FINANCIAL SERVICES, INC.					452.64
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	452.64
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
42339347	LARGE FORMAT PRINTER & SCANNER	12/12/2025	02/01/2026	0.00	452.64	

Payment Register

APPKT02534 - CHECKS_ROB_1.6.26

Vendor Number	Vendor Name					Total Vendor Amount
10987	CHICAGO PARTS & SOUND LLC					1,178.88
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		1,178.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
40C0018664	CORE RETURN	12/15/2025	12/15/2025	0.00	-11.00	
40C0018923	KIT ELEMENTS RETURN	12/18/2025	12/18/2025	0.00	-71.88	
40V0087215	MISC.TRUCK PARTS	12/12/2025	01/11/2026	0.00	964.09	
40V0087797	PARTS FOR PD	12/16/2025	01/15/2026	0.00	221.47	
40V0088192	FILTERS	12/17/2025	01/16/2006	0.00	76.20	
Vendor Number	Vendor Name					Total Vendor Amount
10152	CINTAS FIRE PROTECTION/CINTAS CORPORATION NO 2					8,608.66
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		8,608.66
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
OF94770637	ANNUAL FIRE SYSTEM INSPECTION	12/17/2025	01/16/2026	0.00	3,956.22	
OF94770638	ANNUAL FIRE SPRIKLER INSPECTION	12/18/2025	01/17/2026	0.00	2,326.22	
OF94770639	ANNUAL FIRE SPRIKLER INSPECTION	12/18/2025	01/17/2026	0.00	2,326.22	
Vendor Number	Vendor Name					Total Vendor Amount
10151	CINTAS FIRST AID AND SAFETY/CINTAS CORPORATION I					200.70
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		200.70
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5308059807	MED KIT SUPPLIES	12/16/2025	01/16/2026	0.00	200.70	
Vendor Number	Vendor Name					Total Vendor Amount
10164	COMCAST CABLE/COMCAST HOLDINGS CORP/COMCAS					1,258.93
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		1,258.93
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12.08.25	INTERNET & FIBER	12/08/2025	12/29/2025	0.00	1,258.93	
Vendor Number	Vendor Name					Total Vendor Amount
10168	COMPASS MINERALS AMERICA, INC.					21,617.14
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		21,617.14
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1581688	BULK ROAD SALT	12/10/2025	01/09/2026	0.00	6,073.78	
1581691	BULK ROAD SALT	12/10/2025	01/09/2026	0.00	7,768.49	
1584127	BULK ROAD SALT	12/13/2025	01/12/2006	0.00	7,774.87	
Vendor Number	Vendor Name					Total Vendor Amount
10173	CONSTELLATION NEWENERGY, INC.					479.22
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		479.22
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
71998723701	0730467471/ELECT 1335 N ARLINGTON HGHTS RD	12/09/2025	02/08/2026	0.00	13.40	
71998790201	6924885819/ELECT 0 IL53 HAMITON MTRD/DTD	12/09/2025	02/08/2026	0.00	465.82	
Vendor Number	Vendor Name					Total Vendor Amount
10221	DATA TRANSFER SOLUTIONS (DTS) ATTN: TREASURY DE					19,570.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		19,570.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV0000087	2026 ANNUAL HOSTING AND MAINTENANCE FEES	12/30/2025	12/30/2025	0.00	19,570.00	

Payment Register

APPKT02534 - CHECKS_ROB_1.6.26

Vendor Number 10229	Vendor Name DUPAGE COUNTY CHIEFS OF POLICE ASSOCIATION			Total Vendor Amount 825.00
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/02/2026	825.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
121125-MW	2026 MEMBERSHIP DUES - MIKE WALKER	12/11/2025	01/12/2026	0.00 275.00
121125-RO	2026 MEMBERSHIP APPLICATION -ROBERT OCONNOR	12/11/2025	01/12/2026	0.00 275.00
121125-TP	2026 MEMBERSHIP -TOM POULAKIDAS	12/11/2025	01/12/2026	0.00 275.00

Vendor Number 10236	Vendor Name DUPAGE MAYORS & MANAGERS			Total Vendor Amount 135.00
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/02/2026	135.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
12643A	DMMC NOVEMBER 2025	12/05/2025	12/05/2025	0.00 135.00

Vendor Number 10239	Vendor Name DYNEGY ENERGY SERVICES, LLC			Total Vendor Amount 76,282.23
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/02/2026	76,282.23	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
030000690765	ELECTRIC - VARIOUS LOCATIONS	12/19/2025	02/17/2026	0.00 41,280.19
030000690766	ELECTRIC - VARIOUS LOCATIONS	12/19/2025	02/17/2026	0.00 35,002.04

Vendor Number 10242	Vendor Name EARTH, INC.			Total Vendor Amount 5,636.84
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/02/2026	5,636.84	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
25245	SPOILS/BULK	12/12/2025	01/11/2026	0.00 5,636.84

Vendor Number 10276	Vendor Name FEDERAL EXPRESS CORPORATION/FEDEX			Total Vendor Amount 10.45
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/02/2026	10.45	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
9-106-34935	WATER SHUT OFF NOTICES	12/17/2025	01/01/2026	0.00 10.45

Vendor Number 10300	Vendor Name GARVEY'S OFFICE PRODUCTS, INC.			Total Vendor Amount 143.99
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/02/2026	143.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
WO-831456-1	OFFICE SUPPLIES	12/17/2025	01/16/2026	0.00 104.15
WO-831456-2	OFFICE SUPPLIES	12/18/2025	01/17/2026	0.00 13.08
WO-831456-3	OFFICE SUPPLIES	12/19/2025	01/18/2026	0.00 26.76

Vendor Number 11781	Vendor Name GC DESIGNS, INC.			Total Vendor Amount 11,677.00
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/02/2026	11,677.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
8048	REFURBISH PAVER CIRCLES - RIVER WALK	12/19/2025	01/19/2026	0.00 11,677.00

Vendor Number 10314	Vendor Name GODING ELECTRIC CO.			Total Vendor Amount 4,014.59
Payment Type Check	Payment Number	Payment Date	Payment Amount	
		01/02/2026	4,014.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
RI-2862	DISMANTLE/INSPECTION/CLEAN PUMP	12/12/2025	01/12/2026	0.00 4,014.59

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Vendor Number	Vendor Name					Total Vendor Amount
11381	HOME DEPOT CREDIT SERVICES/CITIBANK, N.A.					2,153.17
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		2,153.17
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
121225 6035322539301253	HOME DEPOT PURCHASES	12/12/2025	01/11/2026	0.00		2,153.17
Vendor Number	Vendor Name					Total Vendor Amount
10762	ILLINOIS DEPARTMENT OF TRANSPORTATION-STATE TR					20,816.88
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		20,816.88
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
67086	TRAFFIC SIGNALS	12/01/2025	01/01/2026	0.00		10,408.44
67587	TRAFFIC SIGNALS	12/05/2025	01/05/2026	0.00		10,408.44
Vendor Number	Vendor Name					Total Vendor Amount
10986	ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK					100.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		100.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
5158	MEMBERSHIP	12/03/2025	01/03/2026	0.00		100.00
Vendor Number	Vendor Name					Total Vendor Amount
11407	ILLINOIS RETIRED OFFICE CONCEALED CARRY (IROCC)					75.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		75.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
12162025	IROCC RENEWAL - ROBERT O'CONNOR	12/16/2025	01/16/2026	0.00		75.00
Vendor Number	Vendor Name					Total Vendor Amount
10428	ITASCA FIRE PROTECTION DISTRICT NO. 1					75.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		75.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
25639	FIRE INSPECTION - NTI - 1135 BAKER	12/17/2025	12/17/2025	0.00		75.00
Vendor Number	Vendor Name					Total Vendor Amount
11206	JOHN NERI CONSTRUCTION CO. INC.					181,937.60
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		181,937.60
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
CIP STR-25-001	CIP STR-25-001 ORCHARD ST ROAD IMPROVEMENTS	12/28/2025	01/28/2026	0.00		181,937.60
Vendor Number	Vendor Name					Total Vendor Amount
11581	JPCREATES/JERRY C. POSLUSZNY					140.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		140.00
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
12.17.25	HOLIDAY PARTY - COOKIES	12/17/2025	12/17/2025	0.00		140.00
Vendor Number	Vendor Name					Total Vendor Amount
10487	KWIK-PRINT, INC.					15.50
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		15.50
Payable Number	Description	Payable Date	Due Date	Discount Amount		Payable Amount
78980	"D" SIZE BLACK PRINT SCAN-144 GEORGE ST-SHEET 1&5	12/23/2025	12/23/2025	0.00		15.50

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Vendor Number	Vendor Name					Total Vendor Amount
10493	LAKESHORE RECYCLING SYSTEMS/LRS, LLC./MIP V ONIC					1,726.34
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	1,726.34	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
WA12989163	STREET SWEEPING CONTRACT - HAULING	11/30/2025	12/30/2025	0.00	1,726.34	
Vendor Number	Vendor Name					Total Vendor Amount
11389	LANDS' END BUSINESS OUTFITTERS					126.92
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	126.92	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SIN13686604	VILLAGE WEAR - ADMIN	12/12/2025	01/12/2026	0.00	126.92	
Vendor Number	Vendor Name					Total Vendor Amount
10506	LEN'S ACE HARDWARE, INC.					79.98
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	79.98	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
541479/1	HOODS/MASK BY	12/10/2025	01/09/2026	0.00	79.98	
Vendor Number	Vendor Name					Total Vendor Amount
10523	MANSFIELD OIL COMPANY OF GAINESVILLE, INC./MAN'					5,501.52
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	5,501.52	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
98307784	87 FUEL & DIESEL FUEL	12/09/2025	01/08/2026	0.00	5,501.52	
Vendor Number	Vendor Name					Total Vendor Amount
10546	MCMASTER-CARR SUPPLY CO.					136.73
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	136.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
56749450	LOCKNUTS 5/8-11	12/11/2025	01/10/2026	0.00	136.73	
Vendor Number	Vendor Name					Total Vendor Amount
10552	MENARDS/MENARD, INC.					72.68
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	72.68	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
67317	SUPPLIES FOR HOLIDAY SIGN @ 217-219 WALNUT	12/26/2025	01/26/2026	0.00	72.68	
Vendor Number	Vendor Name					Total Vendor Amount
10573	MILLER INDUSTRIAL, LLC.					194.08
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	194.08	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SI-535940	PARTS FOR WASH BAY	12/10/2025	01/09/2026	0.00	56.76	
SI-536253	PARTS FOR WASHBAY	12/12/2025	01/11/2026	0.00	18.17	
SI-536388	FASTENERS	12/15/2025	01/15/2026	0.00	5.20	
SI-536599	FASTENERS	12/16/2025	01/15/2026	0.00	113.95	
Vendor Number	Vendor Name					Total Vendor Amount
11782	MKJ ROOFING					3,040.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	3,040.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
354	REPLACE ROOF ON SWAN HOUSE IN USHER PARK	12/02/2025	01/06/2026	0.00	3,040.00	

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Vendor Number	Vendor Name			Total Vendor Amount
10591	NAPA AUTO PARTS			736.01
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/02/2026	736.01	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
181588	AUTO PARTS - SPLIT ALL	12/05/2025	01/04/2026	0.00 390.40
181800	AUTO PARTS FOR PW OFF ROAD	12/08/2025	01/07/2026	0.00 17.59
181966	MISC. SHOP SUPPLIES	12/10/2025	01/09/2026	0.00 71.54
181990	AUTO PARTS WATER/SEWER	12/10/2025	01/09/2026	0.00 31.34
182063	AUTO PARTS - SPLIT ALL	12/11/2025	01/10/2026	0.00 105.13
182361	MISC. SHOP SUPPLIES	12/15/2025	01/14/2026	0.00 36.75
182593	AUTO PARTS FOR PW OFF ROAD	12/17/2025	01/16/2026	0.00 32.32
182729	AUTO PARTS PD	12/18/2025	01/17/2026	0.00 50.94

Vendor Number	Vendor Name			Total Vendor Amount
10599	NCPERS GROUP LIFE INS. C/O MEMBER BENEFITS			64.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/02/2026	64.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
0746012026	NCPERS LIFE INSURANCE	12/01/2025	01/10/2026	0.00 64.00

Vendor Number	Vendor Name			Total Vendor Amount
10603	NICOR GAS COMPANY/NORTHERN ILLINOIS GAS COMP.			610.53
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/02/2026	610.53	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
112125 23-13-09-0000 6	23-13-09-0000 6 GAS 330 W CENTER	11/21/2025	01/08/2026	0.00 66.39
120825 27-44-78-0000 7	27-44-78-0000 7 GAS 1530 W BRYN MAWR	12/08/2025	01/26/2026	0.00 108.84
122225 84-53-20-7732 2	84-53-20-7732 2 GAS 217 N WALNUT	12/22/2025	02/09/2026	0.00 214.22
122225 97-11-83-4210 0	97-11-83-4210 0 GAS 219 N WALNUT	12/22/2025	02/09/2026	0.00 221.08

Vendor Number	Vendor Name			Total Vendor Amount
10610	NORTHERN TOOL & EQUIPMENT CAPITAL ONE TRADE C			147.47
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/02/2026	147.47	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
4A969057	PUMP HEATER	12/11/2025	01/25/2026	0.00 89.99
A969CA6D	HITCH STEP	12/15/2025	01/29/2026	0.00 57.48

Vendor Number	Vendor Name			Total Vendor Amount
10624	OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.			1,887.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/02/2026	1,887.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
18784	LEGAL - LABOR	12/12/2025	12/12/2025	0.00 1,887.00

Vendor Number	Vendor Name			Total Vendor Amount
11497	PAUL HASTINGS, LLP.			3,580.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/02/2026	3,580.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
2468120	HAYMARKET	12/11/2025	12/11/2025	0.00 3,580.00

Vendor Number	Vendor Name			Total Vendor Amount
10662	POMPS TIRE SERVICE, INC			1,327.32
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		01/02/2026	1,327.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
411201137	TIRES FOR PD	12/12/2025	01/11/2026	0.00 825.56
411201138	TIRES FOR PD	12/12/2025	01/11/2026	0.00 501.76

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Vendor Number	Vendor Name					Total Vendor Amount
10664	PORTER PIPE & SUPPLY					982.82
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		982.82
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
13148951-00	PARTS FOR METERS	12/15/2025	01/14/2026	0.00	982.82	
11319	QUENCH USA, INC.					203.52
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		203.52
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV10056801	WATER COOLER	01/01/2026	01/31/2026	0.00	203.52	
10616	RAY O'HERRON COMPANY, INC.					1,647.13
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		1,647.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2449939	ARMOR AND CARRIER- TREPPA	12/11/2025	01/12/2026	0.00	1,207.76	
2450128	TOURNIQUETS	12/11/2025	01/12/2026	0.00	68.38	
2450131	JACKET, HAT, NAME TAPE - TREPPA	12/11/2025	01/12/2026	0.00	370.99	
10683	REGIONAL TRUCK EQUIPMENT					1,070.88
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		1,070.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
286082	CUTTING EDGE KITS	12/04/2025	01/03/2026	0.00	1,020.00	
286178	NUT ASSY	12/08/2025	01/07/2026	0.00	50.88	
10250	RICHARD ELLINGHUSEN					1,125.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		1,125.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
110	ELECTRICAL INSPECTIONS	12/11/2025	12/11/2025	0.00	1,125.00	
11427	ROBBINS SCHWARTZ, LTD					218.75
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		218.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1032916	ADMIN HEARING NOV25	12/09/2025	01/09/2026	0.00	218.75	
10695	ROBINSON ENGINEERING, LTD.					123,174.35
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		123,174.35
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
25120176	13-235 IT UTILITY PERMIT REVIEWS	12/10/2025	12/10/2025	0.00	1,986.00	
25120177	13-236 IT SINGLE FAMILY HOME SITE REVIEWS	12/10/2025	12/10/2025	0.00	2,003.25	
25120178	CIP STR-17-020 ROADWAY/INFRA IMP PHASE 3 DE	12/10/2025	01/09/2026	0.00	63,672.75	
25120184	13-077.06 PW GENERAL ENGINEERING	12/11/2025	01/10/2026	0.00	535.75	
25120185	13-321 WASTEWATER MISC ENG - NON CAP	12/11/2025	01/10/2026	0.00	1,198.75	
25120186	16-R0219 IT ROHLWING ROAD ROWHOMES	12/11/2025	12/11/2025	0.00	283.50	
25120187	16-R0675.2 IT NTT DATA CENTER SUBSTATION	12/11/2025	12/11/2025	0.00	608.25	
25120188	16-R0675.3 IT NTT DATA CENTER BUILDING CH3	12/11/2025	12/11/2025	0.00	665.75	
25120189	17-R0606.2 IT 1221 N ROHLWING RD-BRIDGE PT LOT 1A	12/11/2025	12/11/2025	0.00	1,895.75	
25120190	19-R0827 IT PIERCE PLACE TOWNHOME RESUBDIVISION	12/11/2025	12/11/2025	0.00	1,286.50	
25120191	CIP STR-17-020 NORTH SIDE INFRA IMP PHASE 5 DE	12/11/2025	01/10/2026	0.00	14,775.35	
25120192	23-R0406 IT 115-125 W ORCHARD-HOLLADAY PROPRTIE	12/11/2025	12/11/2025	0.00	3,275.75	

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25120193	23-R0600 IT MEDINAH TERRACE CLUBHOUSE/FITNESS	12/11/2025	12/11/2025	0.00	804.00
25120194	CIP STW-21-001 BROKER STREET DRAINAGE	12/11/2025	01/10/2026	0.00	2,327.75
25120195	CIP STR-25-001 ORCHARD STREET WATERMAIN	12/11/2025	01/10/2026	0.00	2,301.50
25120196	CIP PW-25-006 ENERGY EFF & CONSERV BLOCK GRANT	12/11/2025	01/10/2026	0.00	1,698.75
25120197	24-R0486 IT COMED TRANSMISSION LINE TO NTT	12/11/2025	12/11/2025	0.00	2,198.25
25120198	24-R0513 IT 1025 W. THORNDALE - BUILDING ADDITION	12/11/2025	12/11/2025	0.00	3,535.50
25120199	INDUSTRIAL PRETREATMENT/NON COMPLIANCE	12/11/2025	01/10/2026	0.00	4,558.25
25120200	CIP WW-26-005 WAS BLOWER REPLACEMENTS	12/11/2025	01/10/2026	0.00	3,416.00
25120201	CIP WW-18-004 SANITARY SEWER REHAB - MANHOLE	12/11/2025	01/10/2026	0.00	2,033.00
25120202	CIP WW-18-004 SANITARY SEWER REHAB - MANHOLE REI	12/11/2025	01/10/2026	0.00	3,471.00
25120203	25-R1032 IT 805 W. THORNDALE - PARKING LOT LIGHTS	12/11/2025	12/11/2025	0.00	633.75
25120256	24-R0382 IT ITASCA FIRE STATION-ARLINGTON HTS RD	12/12/2025	12/12/2025	0.00	1,114.00
25120257	25-R0386 IT 801 BRYN MAWR - WATER SERVICE	12/12/2025	12/19/2025	0.00	232.75
25120363	25-R0421 QUIET ZONE AFFIRMATIONS	12/17/2025	01/16/2026	0.00	2,662.50

Vendor Number	Vendor Name				Total Vendor Amount
10740	SITEONE LANDSCAPE SUPPLY, LLC				376.06
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/02/2026	376.06		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
160945635-001	2025 POINT REDEMPTION	11/25/2025	11/25/2025	0.00	-148.24
161125080-001	ICE MELT	12/04/2025	01/03/2026	0.00	524.30

Vendor Number	Vendor Name				Total Vendor Amount
10759	STATE CHEMICAL SOLUTIONS/STATE INDUSTRIAL PROD				861.29
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/02/2026	861.29		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
90341044	BATHROOM SUPPLIES	09/26/2025	10/11/2025	0.00	164.28
904031511	SUPPLIES FOR VH/PD	12/16/2025	01/15/2026	0.00	146.19
904031773	AIR CARE PROGRAM FOR PW	12/15/2025	12/30/2025	0.00	160.93
9404026972	WASTE WATER PROGRAM	12/11/2025	12/26/2025	0.00	389.89

Vendor Number	Vendor Name				Total Vendor Amount
10781	SUN LIFE ASSURANCE COMPANY OF CANADA				163.81
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/02/2026	163.81		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
12.15.25	VOLUNTARY SHORT TERM DISABILITY - JANUARY 2026	12/15/2025	01/01/2026	0.00	163.81

Vendor Number	Vendor Name				Total Vendor Amount
10788	TARGIN SIGN SYSTEMS, INC.				1,085.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/02/2026	1,085.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
87482	COFFEE WITH THE MAYOR SIGNS	12/18/2025	12/18/2025	0.00	110.00
87483	WALNUT STREET BANNERS	12/26/2025	12/26/2025	0.00	975.00

Vendor Number	Vendor Name				Total Vendor Amount
10082	THE BANK OF NEW YORK MELLON TRUST COMPANY N..				802.50
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/02/2026	802.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
00252-26-0093510	ITASCA SSA NO. 4 2014 AGENT FEE	12/29/2025	01/28/2026	0.00	802.50

Vendor Number	Vendor Name				Total Vendor Amount
10809	THOMPSON ELEVATOR INSPECTION SERVICE, INC.				100.00
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		01/02/2026	100.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
25-2577	ELEVATOR PLAN REVIEW - SPARTAN LOGISTICS	12/12/2025	12/12/2025	0.00	100.00

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Vendor Number	Vendor Name					Total Vendor Amount
AR001	T-MOBILE USA INC.					100.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	100.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
L2511270252	SEARCH WARRANT	11/27/2025	12/26/2025	0.00	100.00	
Vendor Number	Vendor Name					Total Vendor Amount
10823	TREE GUYS PIZZA PUB, INC.					993.20
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	993.20	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
8	HOLIDAY PARTY - FOOD	12/18/2025	12/18/2025	0.00	993.20	
Vendor Number	Vendor Name					Total Vendor Amount
10824	TRI-COUNTY PREFERRED GARAGE DOOR, INC.					2,313.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	2,313.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
17078	GARAGE DOOR SERVICES	12/09/2025	01/08/2026	0.00	460.00	
17079	GARAGE DOOR SERVICES	12/09/2025	12/19/2025	0.00	1,853.00	
Vendor Number	Vendor Name					Total Vendor Amount
10834	TYLER TECHNOLOGIES, INC.					2,549.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	2,549.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
025-536985	OUTPUT DIRECTOR SUBSCRIPTION	12/10/2025	01/09/2026	0.00	2,299.00	
025-538366	TYLER OUTPUT PROCESSOR	12/22/2025	01/21/2026	0.00	250.00	
Vendor Number	Vendor Name					Total Vendor Amount
11372	ULINE, INC.					171.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	171.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
201646772	GLOVES	12/10/2025	01/10/2026	0.00	171.00	
Vendor Number	Vendor Name					Total Vendor Amount
10852	VERIZON COMMUNICATIONS, INC./MCI COMMUNICAT					2,730.56
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	2,730.56	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
6130218757	885135836-00001-IPAD/TABLET SERVICE	12/04/2025	12/27/2025	0.00	1,429.21	
6130218758	885135836-00002-CELL PHONES	12/04/2025	12/27/2025	0.00	1,301.35	
Vendor Number	Vendor Name					Total Vendor Amount
10855	VILLAGE OF ADDISON					155,347.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	155,347.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2026-00050019	DISPATCH SERVICES JULY1-DEC31-2025	07/23/2025	07/24/2025	0.00	155,347.50	
Vendor Number	Vendor Name					Total Vendor Amount
10959	WHITNEY KUM					3,461.80
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	3,461.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
193	CONSULTING - FOIA WORK	12/15/2025	12/15/2025	0.00	1,162.09	
194	CONSULTING - FOIA WORK	12/21/2025	12/21/2025	0.00	1,357.81	
195	CONSULTING - FOIA WORK	12/28/2025	12/28/2025	0.00	941.90	

Payment Register

APPKT02534 - CHECKS_ROB_1.6.26

Vendor Number	Vendor Name					Total Vendor Amount
10903	ZIEBELL WATER SERVICE PRODUCTS, INC.					3,370.28
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	3,370.28	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
271393-000	WATER SYSTEM PARTS	12/08/2025	01/07/2026	0.00	3,370.28	
Vendor Number	Vendor Name					Total Vendor Amount
11552	ALLISON HERNANDEZ					1,080.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	1,080.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SUMMER & FALL 2025 REIMI	SUMMER & FALL 2025 TUITION REIMBURSEMENT	12/29/2025	12/29/2025	0.00	1,080.00	
Vendor Number	Vendor Name					Total Vendor Amount
10047	ANTHONY CALDIERARO					125.86
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	125.86	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
102425	PANTS - SAMS REIMBURSEMENT	10/24/2025	01/06/2026	0.00	125.86	
Vendor Number	Vendor Name					Total Vendor Amount
10274	F. KEVIN FARLEY					190.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	190.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12182025	ARBORIST RENEWAL	12/18/2025	01/06/2026	0.00	190.00	
Vendor Number	Vendor Name					Total Vendor Amount
10525	MARCUS DEVERS					82.69
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	82.69	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
120525	TRAINING MEALS	12/05/2025	12/05/2025	0.00	82.69	
Vendor Number	Vendor Name					Total Vendor Amount
11444	SCOTT LAWSON					19.99
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	19.99	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
120625	TRANING MEALS	12/06/2025	01/06/2026	0.00	19.99	
Vendor Number	Vendor Name					Total Vendor Amount
11778	VITO BRUNETTI					2,375.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	2,375.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11262025	STW-19-002 REAR YARD REIMBURSEMENT PROGRAM	11/26/2025	01/06/2026	0.00	2,375.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Super Checking	Check	141	73	0.00	685,637.33
Packet Totals:		141	73	0.00	685,637.33

Cash Fund Summary

Fund	Name	Amount
99	POOLED CASH	-685,637.33
Packet Totals:		<u>-685,637.33</u>



Itasca, IL

Payment Register

APPKT02533 - CC STATEMENT DATE 12.15.25

01 - Vendor Set 01

Bank: Credit Card - Credit Card Purchases

Vendor Number	Vendor Name					Total Vendor Amount
11270	4IMPRINT, INC.					2,081.88
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	2,081.88
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
14590310	HOLIDAY GIFT	12/08/2025	12/08/2025	0.00	2,081.88	
11022	ARTISTIC HOLIDAY DESIGNS, LLC.					653.28
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	653.28
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2489	SUPPLIES FOR WINTERWONDERLAND	11/17/2025	12/02/2025	0.00	653.28	
11769	BIGGBY COFFEE					150.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	135.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12.12.25	HOLIDAY PARTY PRIZES	12/12/2025	12/12/2025	0.00	135.00	
Check					01/02/2026	15.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12.9.25	HOLIDAY PARTY - GIFT CARD	12/09/2025	12/09/2025	0.00	15.00	
11326	CANVA					14.99
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	14.99
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
04706-52335171	DESIGN SOFTWARE SUBSCRIPTION	11/20/2025	11/20/2025	0.00	14.99	
10980	DOLLAR TREE					18.75
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	18.75
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12.9.25	HOLIDAY PARTY DECORATIONS	12/09/2025	12/09/2025	0.00	18.75	
10282	FLEET PRIDE, INC.					545.98
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	545.98
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
130586822	WIPER ASSY	11/29/2025	01/06/2026	0.00	545.98	
10325	GOA REGIONAL BUSINESS ASSOCIATION/GREATER O'H					375.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	375.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2644565	HOLIDAY LUNCHEON	11/17/2025	11/17/2025	0.00	375.00	

Payment Register

APPKT02533 - CC STATEMENT DATE 12.15.25

Vendor Number	Vendor Name					Total Vendor Amount
11224	GREAT AMERICAN BAGEL					51.44
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	51.44	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
11.20.25	STAFF MEETING	11/20/2025	12/19/2025	0.00	51.44	
Vendor Number	Vendor Name					Total Vendor Amount
11174	ILSOS.GOV - ILLINOIS SECRETARY OF STATE					154.40
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	154.40	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12.2.25	VEHICLE REGISTRATION FB33091	12/02/2025	01/02/2026	0.00	154.40	
Vendor Number	Vendor Name					Total Vendor Amount
11066	JEWEL OSCO					115.95
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	115.95	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12.10.25	HOLIDAY PARTY PRIZES	12/10/2025	12/10/2025	0.00	115.95	
Vendor Number	Vendor Name					Total Vendor Amount
10566	MID-CENTRAL WATER WORKS ASSOCIATION					810.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12/12/2025	MCWWA HOLIDAY MEETING	12/12/2025	01/06/2026	0.00	250.00	
Check				01/02/2026	350.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12122025	MCWWA HOLIDAY MEETING	12/12/2025	01/06/2025	0.00	350.00	
Check				01/02/2026	210.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
F72E20T1	MID-CENTRAL NOVEMBER LUNCH	11/17/2025	12/02/2025	0.00	210.00	
Vendor Number	Vendor Name					Total Vendor Amount
11740	OPEN AI/CHATGPT					40.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	20.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
339789E6-0003	CHATGPT PRO MONTHLY SUBSCRIPTION	12/12/2025	12/12/2025	0.00	20.00	
Check				01/02/2026	20.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
KYSLMOBS-0004	CHATGPT PRO MONTHLY SUBSCRIPTION	11/20/2025	11/20/2025	0.00	20.00	
Vendor Number	Vendor Name					Total Vendor Amount
11375	P.F. CHANG'S CHINA BISTRO					151.90
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	151.90	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12112025	ADMIN HOLIDAY LUNCH	12/11/2025	01/12/2026	0.00	151.90	
Vendor Number	Vendor Name					Total Vendor Amount
10979	PORTILLOS					40.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				01/02/2026	40.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
120525	EMPLOYEE APPRECIATION GIFT CARD	12/05/2025	01/05/2026	0.00	40.00	

Payment Register

APPKT02533 - CC STATEMENT DATE 12.15.25

Vendor Number	Vendor Name					Total Vendor Amount
11764	PRINTIVITY.COM					1,511.54
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		728.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
R388265055	ONLY IN ITASCA - PLATES AND PERKS	12/04/2025	12/04/2025	0.00	728.13	
Check				01/02/2026		783.41
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
R923599521	BOOKLETS: ONLY IN ITASCA: PLATES & PERKS PROGRAM	11/22/2025	11/22/2025	0.00	783.41	
Vendor Number	Vendor Name					Total Vendor Amount
11779	QR.io					35.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		35.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
XgLODNZAI3	QR CODE GENERATOR FOR NEWSLETTER	11/18/2025	11/18/2025	0.00	35.00	
Vendor Number	Vendor Name					Total Vendor Amount
11636	RAM MOUNTS					467.65
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		467.65
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
99-213809	VARIOUS MOUNTS/HOLDERS FOR PD	12/02/2025	12/02/2025	0.00	467.65	
Vendor Number	Vendor Name					Total Vendor Amount
10994	RECONYX					10.00
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		10.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
1554924	CAMERA	12/05/2025	01/05/2026	0.00	10.00	
Vendor Number	Vendor Name					Total Vendor Amount
11763	RUBBERSTAMPS.COM					166.34
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		166.34
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
534147	STAMPS-ONLY IN ITASCA: PLATES & PERKS PROGRAM	11/22/2025	11/22/2025	0.00	166.34	
Vendor Number	Vendor Name					Total Vendor Amount
10714	SAM'S CLUB					135.47
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		72.86
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10367751335	NOVEMBER B-DAY PARTY SUPPLIES	11/13/2025	11/13/2025	0.00	72.86	
Check				01/02/2026		62.61
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
10369414466	DOWNSTAIRS CONFERENCE ROOM/BOARDROOM SUPPLI	11/17/2025	11/17/2025	0.00	62.61	
Vendor Number	Vendor Name					Total Vendor Amount
11291	TARGET					73.95
Payment Type	Payment Number			Payment Date		Payment Amount
Check				01/02/2026		73.95
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
12.9.25	HOLIDAY PARTY PRIZES	12/09/2025	12/09/2025	0.00	73.95	

Payment Register

APPKT02533 - CC STATEMENT DATE 12.15.25

Vendor Number	Vendor Name					Total Vendor Amount
11187	US FEDERAL CONTRACTOR REGISTRATION					599.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	599.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
111920	SAM ADVANTAGE PROGRAM	11/19/2025	12/19/2025	0.00	599.00	
Vendor Number	Vendor Name					Total Vendor Amount
10868	WALMART					60.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	60.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
120825	COLONIAL CHRISTMAS GIFTS	12/08/2025	01/08/2026	0.00	60.00	
Vendor Number	Vendor Name					Total Vendor Amount
11034	ZOOM					40.00
Payment Type	Payment Number				Payment Date	Payment Amount
Check					01/02/2026	40.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
INV330280019	ZOOM WEBINAR MONTHLY CHARGE	11/18/2025	11/18/2025	0.00	40.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Credit Card	Check	30	30	0.00	8,302.52
Packet Totals:		30	30	0.00	8,302.52

Cash Fund Summary

Fund	Name	Amount
99	POOLED CASH	-8,302.52
Packet Totals:		-8,302.52



Itasca, IL

Payable Register

Payable Detail by Vendor Name

Packet: APPKT02515 - 2025.12 BANK DRAFTS

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 11391 - ILLINOIS MUNICIPAL RETIREMENT FUND/IMRF										Vendor Total: 648.92
2025.10-VIL2	Invoice	12/17/2025	12/17/2025	12/17/2025	12/17/2025	648.92	0.00	0.00	0.00	648.92
OCT 2025 RETIREMENT CONTRIBUTIONS	Super Checking - Super Checking				No	Payment Date: 12/17/2025		Bank Draft:		DFT0002766

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
OCT 2025 RETIREMENT CONTRIBUTIONS	NA	0.00	0.00	648.92	0.00	0.00	0.00	648.92

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
01-00-21024	IMRF PAYABLE		648.92	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	648.92	0.00	0.00	0.00	648.92	648.92	0.00
	Grand Total:	648.92	0.00	0.00	0.00	648.92	648.92	0.00

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
01-00-21024	IMRF PAYABLE	648.92
	Total:	648.92



Itasca, IL

Payment Register

APPKT02510 - MANUAL CHECK - CLEAR LOSS 12.12.25

01 - Vendor Set 01

Bank: Super Checking - Super Checking

Vendor Number	Vendor Name	Total Vendor Amount
11703	CLEAR LOSS PREVENTION, INC.	652.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		12/12/2025	652.00
	Payable Number	Payable Date	Discount Amount
	750795	09/26/2025	0.00
	Description	Due Date	Payable Amount
	SOFTWARE INSTALLATION ON HR PC & TRAINING	10/26/2025	652.00

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Super Checking	Check	1	1	0.00	652.00
Packet Totals:		1	1	0.00	652.00

Cash Fund Summary

Fund	Name	Amount
99	POOLED CASH	-652.00
Packet Totals:		-652.00



Itasca, IL

Payment Register

\PPKT02506 - MANUAL CHECK - SLOAN REIMBURSEMENT 12.12.25
02 - Vendor Set 02 - Reimbursement

Bank: Super Checking - Super Checking

Vendor Number	Vendor Name			Total Vendor Amount	
10744	DAVID SLOAN			924.92	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	924.92		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
IMRF REIMBURSEMENT	IMRF REIMBURSEMENT - RETIREE INS TERMINATED	12/12/2025	12/12/2025	0.00	924.92

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Super Checking	Check	1	1	0.00	924.92
Packet Totals:		1	1	0.00	924.92

Cash Fund Summary

Fund	Name	Amount
99	POOLED CASH	-924.92
Packet Totals:		<hr/> -924.92



Itasca, IL

Payment Register

APPKT02514 - MANUAL CHECK - LEAF 12.17.25

01 - Vendor Set 01

Bank: Super Checking - Super Checking

Vendor Number	Vendor Name			Total Vendor Amount	
10502	LEAF CAPITAL FUNDING, LLC.			675.04	
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	108809	12/17/2025	675.04		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
19472216	4 KYOCERA COPIERS	12/11/2025	01/05/2026	0.00	675.04

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Super Checking	Check	1	1	0.00	675.04
Packet Totals:		1	1	0.00	675.04

Cash Fund Summary

Fund	Name	Amount
99	POOLED CASH	-675.04
Packet Totals:		-675.04



Itasca, IL

Payment Register

APPKT02532 - MANUAL CHECK - FEDEX 12.31.25

01 - Vendor Set 01

Bank: Super Checking - Super Checking

Vendor Number	Vendor Name	Total Vendor Amount
10276	FEDERAL EXPRESS CORPORATION/FEDEX	89.85

Payment Type	Payment Number
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Check

Payment Date	Payment Amount
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12/31/2025	89.85
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Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
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[9-115-24562](#)

WATER SHUT OFF NOTICES

12/24/2025

01/08/2026

0.00

89.85

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
Super Checking	Check	1	1	0.00	89.85
Packet Totals:		1	1	0.00	89.85

Cash Fund Summary

Fund	Name	Amount
99	POOLED CASH	-89.85
Packet Totals:		<u>-89.85</u>

Payroll Summary

Check Date: 12/12/2025

Page 1 of 2

Village of Itasca (B9248)

Process: 2025121201

Pay Period: 11/24/2025 to 12/07/2025

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	62	0.00	183,288.88	183,288.88	
	Regular	3	8,852.12	0.00	8,852.12	
Totals		65	8,852.12	183,288.88	192,141.00	→ 192,141.00

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	8	1,092.39	25,364.34	26,456.73	
Totals			8	1,092.39	25,364.34	26,456.73	→ 26,456.73

Total Net Payroll Liability			9,944.51	208,653.22	218,597.73	→ 218,597.73
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Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
EE Medicare High Income	36-6005935		Semi-Weekly	2,621.43	2,621.43	23.59		
Federal Income Tax	36-6005935		Semi-Weekly	274,861.68	274,861.68	37,467.17		
FFCRA Medical Premium Credit	36-6005935		Semi-Weekly					
FFCRA Medicare Credit	36-6005935		Semi-Weekly					
FFCRA SS Credit	36-6005935		Semi-Weekly					
FFCRA Wage Credit	36-6005935		Semi-Weekly					
Medicare	36-6005935		Semi-Weekly	300,116.67	300,116.67	4,351.70		
Medicare - Employer	36-6005935		Semi-Weekly	300,116.67	300,116.67		4,351.69	
OASDI	36-6005935		Semi-Weekly	300,116.67	284,114.87	17,615.12		
OASDI - Employer	36-6005935		Semi-Weekly	300,116.67	284,114.87		17,615.12	
Unapplied Credit for FFCRA	36-6005935		Semi-Weekly					
Totals						59,457.58	21,966.81	→ 81,424.39

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	36-6005935		Semi-Weekly	274,861.68	274,861.68	13,429.01		
Totals						13,429.01	0.00	→ 13,429.01

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800939	0.007500	Quarterly	304,815.11	3,976.35		29.82	
Totals						0.00	29.82	→ 29.82

Total Tax Liability						72,886.59	21,996.63	→ 94,883.22
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Total Payroll Liability						313,480.95		→ 313,480.95
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Payroll Summary

Check Date: 12/12/2025

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Village of Itasca (B9248)

Process: 2025121201

Pay Period: 11/24/2025 to 12/07/2025

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
113127269	12/12/2025	934.86				934.86
Totals		934.86		0.00		934.86 → 934.86

Transfers

Type	Date	Source Account	Amount
Billing	12/12/2025	*151808901*	934.86
Dir Dep	12/11/2025	*151808901*	183,288.88
Tax	12/11/2025	*151808901*	94,883.22
Trust	12/11/2025	*151808901*	8,852.12
Trust Agency	12/11/2025	*151808901*	26,456.73
Totals Transfers			314,415.81 → 314,415.81

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	12/17/2025	81,424.39
(Deposit made by Service Bureau)	Illinois SITW	12/17/2025	13,429.01
(Deposit made by Service Bureau)	Illinois SUI	2/2/2026	29.82
	Total Tax Deposits		94,883.22



Payroll Summary

Check Date: 12/23/2025

Page 1 of 2

Village of Itasca (B9248)

Process: 2025122301

Pay Period: 12/08/2025 to 12/21/2025

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	67	0.00	168,442.33	168,442.33	
	Regular	6	8,768.47	0.00	8,768.47	
Totals		73	8,768.47	168,442.33	177,210.80	→ 177,210.80

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	8	1,092.39	20,483.68	21,576.07	
Totals			8	1,092.39	20,483.68	21,576.07	→ 21,576.07

Total Net Payroll Liability				9,860.86	188,926.01	198,786.87	→ 198,786.87
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Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
EE Medicare High Income	36-6005935		Semi-Weekly	13,660.68	13,660.68	122.94		
Federal Income Tax	36-6005935		Semi-Weekly	248,354.84	248,354.84	30,981.01		
FFCRA Medical Premium Credit	36-6005935		Semi-Weekly					
FFCRA Medicare Credit	36-6005935		Semi-Weekly					
FFCRA SS Credit	36-6005935		Semi-Weekly					
FFCRA Wage Credit	36-6005935		Semi-Weekly					
Medicare	36-6005935		Semi-Weekly	270,412.74	270,412.74	3,920.97		
Medicare - Employer	36-6005935		Semi-Weekly	270,412.74	270,412.74		3,920.98	
OASDI	36-6005935		Semi-Weekly	270,412.74	254,410.94	15,773.36		
OASDI - Employer	36-6005935		Semi-Weekly	270,412.74	254,410.94		15,773.48	
Unapplied Credit for FFCRA	36-6005935		Semi-Weekly					
Totals						50,798.28	19,694.46	→ 70,492.74

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	36-6005935		Semi-Weekly	248,354.84	248,354.84	12,081.66		
Totals						12,081.66	0.00	→ 12,081.66

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800939	0.007500	Quarterly	270,412.74	7,334.37		55.01	
Totals						0.00	55.01	→ 55.01

Total Tax Liability						62,879.94	19,749.47	→ 82,629.41
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Total Payroll Liability						281,416.28		→ 281,416.28
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Payroll Summary

Check Date: 12/23/2025

Page 2 of 2

Village of Itasca (B9248)

Process: 2025122301

Pay Period: 12/08/2025 to 12/21/2025

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
113135848	12/23/2025	1,500.93				1,500.93
Totals		1,500.93		0.00		1,500.93 → 1,500.93

Transfers

Type	Date	Source Account	Amount
Billing	12/23/2025	*151808901*	1,500.93
Dir Dep	12/22/2025	*151808901*	168,442.33
Tax	12/22/2025	*151808901*	82,629.41
Trust	12/22/2025	*151808901*	8,768.47
Trust Agency	12/22/2025	*151808901*	21,576.07
Totals Transfers			282,917.21 → 282,917.21

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	12/29/2025	70,492.74
(Deposit made by Service Bureau)	Illinois SITW	12/29/2025	12,081.66
(Deposit made by Service Bureau)	Illinois SUI	2/2/2026	55.01
	Total Tax Deposits		82,629.41



Payroll Summary

Check Date: 12/23/2025

Page 1 of 2

Village of Itasca (B9248)

Process: 2025122302

Pay Period: 12/08/2025 to 12/21/2025

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Regular	20	0.00	26,751.81	26,751.81	
	Regular	1	729.66	0.00	729.66	
Totals		21	729.66	26,751.81	27,481.47	→ 27,481.47

Payroll Checks	Check Type	Agency Type	Count	Net Check	Dir Dep Amount	Net Amount	
	Agency	Regular	1	0.00	200.00	200.00	
Totals			1	0.00	200.00	200.00	→ 200.00

Total Net Payroll Liability				729.66	26,951.81	27,681.47	→ 27,681.47
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Tax Liability

FITW and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
EE Medicare High Income	36-6005935		Semi-Weekly	6,161.54	6,161.54	55.45		
Federal Income Tax	36-6005935		Semi-Weekly	36,479.40	36,479.40	3,429.75		
FFCRA Medical Premium Credit	36-6005935		Semi-Weekly					
FFCRA Medicare Credit	36-6005935		Semi-Weekly					
FFCRA SS Credit	36-6005935		Semi-Weekly					
FFCRA Wage Credit	36-6005935		Semi-Weekly					
Medicare	36-6005935		Semi-Weekly	37,469.72	37,469.72	543.34		
Medicare - Employer	36-6005935		Semi-Weekly	37,469.72	37,469.72		543.31	
OASDI	36-6005935		Semi-Weekly	37,469.72	31,308.18	1,941.10		
OASDI - Employer	36-6005935		Semi-Weekly	37,469.72	31,308.18		1,941.11	
Unapplied Credit for FFCRA	36-6005935		Semi-Weekly					
Totals						5,969.64	2,484.42	→ 8,454.06

IL and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SITW	36-6005935		Semi-Weekly	36,479.40	36,479.40	1,740.19		
Totals						1,740.19	0.00	→ 1,740.19

ILSUI and Related Taxes	Tax Id	Rate	Frequency	Wage	Cap Wages	EE Amount	ER Amount	
Illinois SUI	0800939	0.007500	Quarterly	37,469.72				
Totals						0.00	0.00	→ 0.00

Total Tax Liability						7,709.83	2,484.42	→ 10,194.25
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Total Payroll Liability						37,875.72		→ 37,875.72
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Payroll Summary

Check Date: 12/23/2025

Page 2 of 2

Village of Itasca (B9248)

Process: 2025122302

Pay Period: 12/08/2025 to 12/21/2025

Billing

Invoice	Date	Gross	Discount	Tax	Adjustment	Amount
113135871	12/23/2025	147.97				147.97
Totals		147.97		0.00		147.97 → 147.97

Transfers

Type	Date	Source Account	Amount
Billing	12/23/2025	*151808901*	147.97
Dir Dep	12/22/2025	*151808901*	26,751.81
Tax	12/22/2025	*151808901*	10,194.25
Trust	12/22/2025	*151808901*	729.66
Trust Agency	12/22/2025	*151808901*	200.00
Totals Transfers			38,023.69 → 38,023.69

Tax Deposits

Required Tax Deposits	Tax	Due On	Amount
(Deposit made by Service Bureau)	Federal Income Tax	12/29/2025	8,454.06
(Deposit made by Service Bureau)	Illinois SITW	12/29/2025	1,740.19
	Total Tax Deposits		10,194.25





VILLAGE PRESIDENT
JEFFERY J. PRUYN

VILLAGE CLERK
JODY A. CONIDI

VILLAGE ADMINISTRATOR
CARIE ANNE ERGO

VILLAGE TRUSTEES
JEFF AIANI
MELISSA CHRISTENSEN
BRENDAN DALY
DINO GAVANES
ELLEN LEAHY
PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator
FROM: Michael Subers, Public Works Director
DATE: December 28, 2025
SUBJECT Orchard Street Watermain - Payment Request #2-Final
(John Neri Company – \$181,937.60)

RECOMMENDED MOTION: Move to approve Payment Request #2-Final for the Orchard Street Watermain Project to John Neri Company for \$181,937.60

INTRODUCTION

Public Works has received Pay Request #2 - Final from John Neri Company in the sum of \$181,937.60 for the work completed on the Orchard Street Watermain STR-25-001.

DISCUSSION

Quantities for pay estimate #2 have been verified by Robinson Engineering and it is recommended to be paid as stated. Including this payment and the payout of all retention , we currently have a budget utilization of 103.8% with an overall budget exceedance of \$26,905. Included in the documentation is the final waivers and a two year maintenance bond.

The low bid for the construction contract for this project was \$806,895 or 17% greater than the Engineers Estimate of \$678,795. Making some adjustments to the project, staff was able to reduce the final project cost to \$653,571.66 or 19% below the contract amount. Information regarding the recent request and past payments are shown below:

Orchard Street Watermain (STR-25-001)				
Payment	Payment Date	Amount Earned	Retention (5%)	Payment Amount
1	8/5/2025	496,456.90	24,822.85	471,634.06
2		157,114.76	(24,822.85)	181,937.60
	Total	653,571.66	(0.00)	653,571.66

FISCAL IMPACT

The Orchard Street Watermain Project (STR-25-001) has \$704,000 allocated for the project within the budget line 25-00-75006. Below is the project costs which include the proposed payment and all retention earned.

Orchard Street Watermain Replacement (STR-25-001)		
Budget Allocation	\$	704,000.00
Less: Design Engineering	\$	42,776.80
Less: Construction Engineering	\$	34,557.50
Less: Construction Costs	\$	653,571.66
25-00-75006 Remaining Budget		\$ (26,905.96)

STAFF RECOMMENDATION

Staff recommends the item be forwarded to the Village Board Record of Bills on January 6, 2026, for consideration and approval.

ATTACHMENTS

- Robinson LTD Memo outlining approval of quantities
- John Neri Company Invoice
- Final Waiver of Lien
- 2 Year Maintenance Bond



December 23, 2025

Project 23-R0682

To: Village of Itasca Public Works
411 N. Prospect Avenue
Itasca, IL 60143

Attn: Mr. Mike Subers, Director of Public Works

RE: **Orchard Street Water Main Replacement
Payment Estimate #2 - FINAL**

Dear Mr. Subers:

We have received the attached pay request from John Neri Construction Co., Inc. for the above referenced project. Included are the Summary of Quantities, Final Waivers, and Sworn Statement. The Contractor now files Certified Payroll directly with the Department of Labor, and the Village should receive a certified transcript from the Department of Labor. It is our opinion that the work has been completed in substantial conformance with the plans and specifications, as summarized below:

Total Earned to Date	\$653,571.66
Less previous payments.....	\$471,634.06
Total Due Payout No. 2 - Final	\$181,937.60

Therefore, we recommend that the Village Board authorize the release of funds in the amount of One Hundred Eighty-One Thousand, Nine Hundred Thirty-Seven Dollars and Sixty Cents (\$181,937.60) at this time to the contractor, John Neri Construction Co., Inc. A two (2) year guarantee and maintenance bond in the amount of \$65,357.16, which expires November 26, 2027, has been provided by the contractor.

Very truly yours



Mark A. Wesolowski, PE, CFM
Senior Project Manager
(815) 412-2710
mwesolowskil@reltd.com

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Encl:



JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

Date: 12/19/2025
Job Name: ORCHARD STREET WATER MAIN REPLACEMENT, #23-R0682
Owner: VILLAGE OF ITASCA
Payout no. 2 (10/17/25 - 11/26/25) - FINAL

No.	Description	Units	Quantity	PROPOSED		ACTUAL		
				Unit Price	Amount	Quantity	Unit Price	Amount
1	CHANGEABLE MESSAGE SIGN	CAL MO	2	\$ 1,500.00	\$ 3,000.00	0	\$ 1,500.00	\$ -
2	SODDING, SPECIAL	SQ YD	300	\$ 25.00	\$ 7,500.00	242	\$ 25.00	\$ 6,050.00
3	INLET FILTERS	EACH	14	\$ 225.00	\$ 3,150.00	6	\$ 225.00	\$ 1,350.00
4	BRICK PAVER REMOVAL AND REINSTALLATION, SPECIAL	SQ FT	220	\$ 25.00	\$ 5,500.00	259	\$ 25.00	\$ 6,475.00
5	DRIVEWAY PAVEMENT REMOVAL	SQ YD	45	\$ 27.00	\$ 1,215.00	0	\$ 27.00	\$ -
6	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	45	\$ 125.00	\$ 5,625.00	0	\$ 125.00	\$ -
7	SIDEWALK REMOVAL	SQ FT	150	\$ 3.00	\$ 450.00	0	\$ 3.00	\$ -
8	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL	SQ FT	150	\$ 15.00	\$ 2,250.00	25	\$ 15.00	\$ 375.00
9				\$ -	\$ -	0	\$ -	\$ -
10	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	215	\$ 58.00	\$ 12,470.00	103	\$ 58.00	\$ 5,974.00
11	CLASS D PATCHES, TYPE IV, 6 INCH (SPECIAL)	SQ YD	580	\$ 105.00	\$ 60,900.00	970.3	\$ 105.00	\$ 101,881.50
12	CLASS D PATCHES, TYPE IV, 10 INCH (SPECIAL)	SQ YD	100	\$ 176.00	\$ 17,600.00	85.4	\$ 176.00	\$ 9,750.40
13	CLASS D PATCHES, TYPE IV, 15 INCH (SPECIAL)	SQ YD	650	\$ 190.00	\$ 123,500.00	26.7	\$ 190.00	\$ 5,073.00
14	REMOVE AND REPLACE 6" STORM SEWER WITH WATER MAIN QUALITY PIPE	FOOT	55	\$ 72.00	\$ 3,960.00	20	\$ 72.00	\$ 1,440.00
15	REMOVE AND REPLACE 12" STORM SEWER WITH WATER MAIN QUALITY PIPE	FOOT	65	\$ 125.00	\$ 8,125.00	22	\$ 125.00	\$ 2,750.00
16	REMOVE AND REPLACE 18" STORM SEWER WITH WATER MAIN QUALITY PIPE	FOOT	35	\$ 160.00	\$ 5,600.00	22	\$ 160.00	\$ 3,520.00
17	VALVE VAULTS TO BE REMOVED	EACH	1	\$ 1,200.00	\$ 1,200.00	2	\$ 1,200.00	\$ 2,400.00
18	24" DIAMETER STEEL SLEEVE, 0.375" WALL THICKNESS, OPEN CUT INSTALLATION	FOOT	22	\$ 175.00	\$ 3,850.00	0	\$ 175.00	\$ -
19	EXPLORATORY EXCAVATION	EACH	10	\$ 10.00	\$ 100.00	3	\$ 10.00	\$ 30.00
20	SANITARY SEWER SERVICE, 8"	FOOT	25	\$ 210.00	\$ 5,250.00	38	\$ 210.00	\$ 7,980.00
21	SANITARY SEWER SERVICE ADJUSTMENT	EACH	8	\$ 100.00	\$ 800.00	4	\$ 100.00	\$ 400.00
22	ADJUSTING WATER SERVICE LINES	EACH	3	\$ 100.00	\$ 300.00	0	\$ 100.00	\$ -
23	1" WATER SERVICE (SHORT)	EACH	5	\$ 3,200.00	\$ 16,000.00	4	\$ 3,200.00	\$ 12,800.00
24	1.5" WATER SERVICE (SHORT)	EACH	1	\$ 4,500.00	\$ 4,500.00	0	\$ 4,500.00	\$ -
25	1" WATER SERVICE (LONG)	EACH	5	\$ 400.00	\$ 2,000.00	1	\$ 400.00	\$ 400.00
26	1.5" WATER SERVICE (LONG)	EACH	1	\$ 5,400.00	\$ 5,400.00	1	\$ 5,400.00	\$ 5,400.00
27	6" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	60	\$ 118.00	\$ 7,080.00	72	\$ 118.00	\$ 8,496.00
28	8" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	10	\$ 160.00	\$ 1,600.00	3	\$ 160.00	\$ 480.00
29	10" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	20	\$ 180.00	\$ 3,600.00	12	\$ 180.00	\$ 2,160.00
30	12" DUCTILE IRON WATER MAIN WITH POLYETHYLENE ENCASEMENT	FOOT	790	\$ 245.00	\$ 193,550.00	812	\$ 245.00	\$ 198,940.00
31	6" VALVE AND VALVE VAULT, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 6,500.00	\$ 6,500.00	1	\$ 6,500.00	\$ 6,500.00
32	12" VALVE AND VALVE VAULT, TYPE A, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 10,800.00	\$ 32,400.00	3	\$ 10,800.00	\$ 32,400.00
33	FIRE HYDRANT WITH AUXILIARY VALVE, VALVE BOX AND TEE	EACH	3	\$ 35,500.00	\$ 106,500.00	3	\$ 35,500.00	\$ 106,500.00
34	FIRE HYDRANTS TO BE REMOVED & SALVAGED	EACH	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	\$ 1,500.00
35	6" CUT AND CAP	EACH	2	\$ 800.00	\$ 1,600.00	2	\$ 800.00	\$ 1,600.00
36	8" CUT & CAP	EACH	1	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	\$ 1,200.00
37	WATER MAIN REMOVAL, 6"	FOOT	30	\$ 5.00	\$ 150.00	15	\$ 5.00	\$ 75.00
38	WATER MAIN REMOVAL, 8"	FOOT	85	\$ 10.00	\$ 850.00	83	\$ 10.00	\$ 830.00
39	WATER MAIN REMOVAL, 10"	FOOT	8	\$ 15.00	\$ 120.00	19	\$ 15.00	\$ 285.00
40	6" LINE STOP	EACH	1	\$ 6,500.00	\$ 6,500.00	0	\$ 6,500.00	\$ -
41	10" LINE STOP	EACH	1	\$ 8,700.00	\$ 8,700.00	1	\$ 8,700.00	\$ 8,700.00
42	TRENCH BACKFILL	CU YD	670	\$ 68.00	\$ 45,560.00	726.57	\$ 68.00	\$ 49,406.76
43	CONNECTIONS TO EXISTING WATER MAINS (NON-PRESSURE)-8"	EACH	1	\$ 2,800.00	\$ 2,800.00	1	\$ 2,800.00	\$ 2,800.00
44	CONNECTIONS TO EXISTING WATER MAINS (NON-PRESSURE)-10"	EACH	2	\$ 3,600.00	\$ 7,200.00	2	\$ 3,600.00	\$ 7,200.00
45	CONNECTIONS TO EXISTING WATER MAINS (NON-PRESSURE)-12"	EACH	4	\$ 4,200.00	\$ 16,800.00	3	\$ 4,200.00	\$ 12,600.00
46	CONNECTIONS TO EXISTING WATER SERVICE (NON-PRESSURE)-6"	EACH	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00	\$ 2,500.00
47	TEMPORARY PATCHING	SQ YD	1330	\$ 2.00	\$ 2,660.00	0	\$ 2.00	\$ -
48	THERMOPLASTIC PAVEMENT MARKING- LINE 6"	FOOT	30	\$ 40.00	\$ 1,200.00	0	\$ 40.00	\$ -
49	THERMOPLASTIC PAVEMENT MARKING- LINE 24"	FOOT	15	\$ 72.00	\$ 1,080.00	0	\$ 72.00	\$ -
50	CONTINGENCY	L SUM	1	\$ 50,000.00	\$ 50,000.00	0	\$ 50,000.00	\$ -
51	GUARANTEE & MAINTENANCE BOND	L SUM	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$ 5,000.00
TOTAL					\$ 806,895.00			\$ 623,221.66

AUP 1	2" WATER SERVICE (LONG) ON ORCHARD ST.	EACH	1	\$ 7,800.00	\$ 7,800.00	2	\$ 7,800.00	\$ 15,600.00
AUP 2	48" DIA CATCH BASIN	EACH	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	\$ 7,500.00
AUP 3	EARTH EXCAVATION & SUB-BASE PLACEMENT	EACH	1	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	\$ 6,250.00
AUP 4	TEMPORARY STRIPING	EACH	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00
TOTAL					\$ 814,695.00			\$30,350.00

Total Complete to Date:	\$653,571.66
Less: 0% Retention	\$0.00
Balance	\$653,571.66
Less: Previous Payments	\$471,634.06
TOTAL DUE	\$181,937.60



STATE OF ILLINOIS

COUNTY OF DuPage

FINAL WAIVER OF LIEN

Gty #

Escrow #

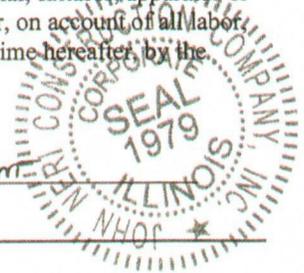
TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Itasca to furnish labor, material, and equipment for the premises known as Orchard Street Water Main Replacement, #23-R0682 of which Village of Itasca is the owner.

THE undersigned, for and in consideration of one hundred eighty-one thousand nine hundred thirty-seven dollars & sixty cents (\$181,937.60) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 12/19/25 COMPANY NAME John Neri Co ADDRESS 770 Factory Road, A

SIGNATURE AND TITLE



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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Nicholas Neri BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) John Neri Construction Company, Inc WHO IS THE CONTRACTOR FURNISHING labor, material, and equipment WORK ON THE BUILDING LOCATED AT Orchard Street Water Main Replacement, #23-R0682 OWNED BY Village of Itasca

That the total amount of the contract including extras* is \$653,571.66 on which he or she has received payment of \$471,634.06 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
John Neri Construction Company, Inc	labor, material, and equipment	\$653,571.66	\$471,634.06	\$181,937.60	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$653,571.66	\$471,634.06	\$181,937.60	\$0.00

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

DATE 12/19/2025

SIGNATURE: [Redacted] PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19TH DAY OF DECEMBER, 2025

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

NOTARY PUBLIC



SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of: Illinois
 County of: DuPage

The affiant, Nicholas Neri being first duly sworn, on oath deposes and says
 that he/she is President of John Neri Construction Co., Inc.
 (Position)
 that has a contract with Village of Itasca, owner for the project known as
Orchard Street Water Main Replacement, #23-R0682

(Kind of work) DuPage
 on the following described premises in said county, to-wit:
 That, for the purpose of said contract, the followign persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this is a full, true and complete statement of all such persons, and of the amount paid.

Name, Address and Telephone Number	Kind of Work	Amount of Contract	Retention Inc. Current	Net of Previous Payments	Net Amount this Payment	Balance to Become Due (Incl. Retention)
John Neri Const. Co., Inc. 770 Factory Road Addison, IL 60101 630.629.8384	General	\$ 482,133.93	\$ -	\$ 471,634.06	\$ 10,499.87	\$ 0.00
A Lamp Concrete Contractors, 1900 Wright Boulevard Schaumburg, IL 60193 847.891.6000	PCC	\$ 6,955.00		\$ -	\$ 6,955.00	\$ -
Bluff City Materials, Inc. 2252 Southwind Blvd Bartlett, IL 60103 630.497.8700	stone/landfill	\$ 9,317.91		\$ -	\$ 9,317.91	\$ -
Core & Main 1830 Craig Park Court St. Louis, MO 63146 630.665.1800	misc. products	\$ 126,653.31		\$ -	\$ 126,653.31	\$ -
Du-Kane Asphalt Co. PO Box 1129 Addison, IL 60101 630.629.4920	stone/landfill	\$ 21,180.18			\$ 21,180.18	\$ -
Welch Bros., Inc. 1050 St. Charles St/PO Box 749 Elgin, IL 60121 847.741.6134	RCP and Precast Structures	\$ 7,331.33		\$ -	\$ 7,331.33	\$ -
Total		\$ 653,571.66		\$ 471,634.06	\$ 181,937.60	\$ 0.00

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

General Contractor John Neri Construction Co., Inc. Page 1 of 1
 Payout Request Payout no. 2 (10/17/25 - 11/26/25) - FINAL Statement Date December 19, 2025

Amount of Original contract	\$ 806,895.00	Work Completed To Date	\$ 653,571.66
Extras to Contract	\$ -	Less 0% Retained	\$ -
Total Contract and Extras	\$ 806,895.00	Net Amount Earned	\$ 653,571.66
Credits To Contract	\$ 153,323.34	Net Previously Paid	\$ 471,634.06
Adjusted Total contract	\$ 653,571.66	Net Amount of this Payment	\$ 181,937.60
		Balance To Become Due	\$ 0.00
		(Incl. Retention)	

It is understood that the total amount paid to date plus the amount requested in application shall not exceed 90% of the cost of work completed to date.
 I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____
 Title President

Subscribed and sworn to before me on the 19TH of DECEMBER,

 Notary Public



FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK

Job #25044 - Pay Estimate #1

Gty # _____
Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by John Neri Construction Co., Inc. to furnish Labor, Equipment & Material for Site Work for the premises known as Orchard Street Watermain Replacement, #23-R0682 of which Village of Itasca is the owner.

The undersigned, for and in consideration of Six Thousand Nine Hundred Fifty Five and 00/100 \$6,955.00 dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of Illinois relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the monies, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished by the undersigned for the above-described premises, but only to the extent of payment aforementioned.

DATE: 12/09/25

COMPANY NAME: A Lamp Concrete Contractors, Inc.
ADDRESS: 1900 Wright Boulevard - Schaumburg, Illinois 60193



SIGNATURE and TITLE: [Signature]
Tracy Lampignano, President

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

TO WHOM IT MAY CONCERN:

The undersigned, (Name) Tracy Lampignano being duly sworn, deposes and says that he or she is the (Position) Comptroller of (Company Name) A Lamp Concrete Contractors, Inc. who is the contractor furnishing the Labor, Equipment & Material for Site Work work on the premises located at Orchard Street Watermain Replacement, #23-R0682 owned by Village of Itasca

The total amount of the approved contract is \$6,955.00 on which he/she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amounts due or to become due to each, and that the items mentioned include all approved labor and material required to complete said work according to the plans and specifications:

Names and Addresses	What For	Contract Price	Amount Paid	This Payment	Balance Due
A Lamp Concrete Contractors, Inc	Labor, Equipment & Material	\$6,955.00	\$0.00	\$6,955.00	\$0.00
ALL OTHER MATERIALS FROM FULLY PAID STOCK, DELIVERED IN OUR TRUCKS AND LABOR PAID IN FULL					
Total Labor and Materials to Complete		\$6,955.00	\$0.00	\$6,955.00	\$0.00

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

DATE: 12/09/25

Signature: [Signature]
Tracy Lampignano, President

Subscribed and sworn to before me this 9th Day of December, 2025



Bluff City Materials Inc

Final Waiver of Lien

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by John Neri Construction Co Inc to furnish materials or excavation related services under a contract for the improvement of the premises known as Orchard St Watermain Replacement #23-R0682 located in the COUNTY of DuPage, STATE of Illinois, of which Village of Itasca is the owner.

NOW, THEREFORE, this 17th day of December, 2025, the undersigned, for and in consideration of No Dollars and No Cents (\$.00) paid simultaneously herewith, the receipt whereof is hereby acknowledged, does hereby waive and release, to the extent only of the aforesaid amount, any and all lien or claim of, or right to lien, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from owner, on account of all labor, services, material, fixtures or apparatus heretofore furnished, or which may be furnished at any time hereafter, furnished to this date by the undersigned for the above described premises, but only to the extent of the payment aforesaid.

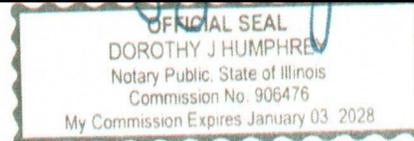
Bluff City Materials Inc

Signature: _____

Title: _____

Vice President

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17th day of December, 2025



Bluff City Materials Inc

Partial Waiver of Lien

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by John Neri Construction Co Inc to furnish materials or excavation related services under a contract for the improvement of the premises known as Orchard St Watermain Replacement #23-R0682 located in the COUNTY of DuPage, STATE of Illinois, of which Village of Itasca is the owner.

NOW, THEREFORE, this 10th day of November, 2025, the undersigned, for and in consideration of Nine Thousand Three Hundred Seventeen Dollars and Ninety One Cents (\$9,317.91) paid simultaneously herewith, the receipt whereof is hereby acknowledged, does hereby waive and release, to the extent only of the aforesaid amount, any and all lien or claim of, or right to lien, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from owner, on account of all labor, services, material, fixtures or apparatus furnished to this date furnished to this date by the undersigned for the above described premises, but only to the extent of the payment aforesaid.

Bluff City Materials Inc

Signature: _____

Title: Chief Financial Officer

SUBSCRIBED AND SWORN TO BEFORE ME THIS
10th day of November, 2025





1830 Craig Park Court
St. Louis, MO 63146

WAIVER OF LIEN – FINAL

To All Whom It May Concern:

WHEREAS, **CORE & MAIN LP** has been employed by:

JOHN NERI CONSTRUCTION

to furnish miscellaneous materials under a contract
for the improvement of the premises described

ORCHARD STREET WATERMAIN REPLACEMENT, # 23-R0682

MAPLE TO WALNUT, ITASCA, IL 60143

in the (City or Village) of ITASCA County of

DUPAGE

State of Illinois of which

VILLAGE OF ITASCA

is the Owner.

NOW, THEREFORE, this 4TH day of December 2025

for and in consideration of the sum of \$0.00

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

CORE & MAIN, LP

Signature

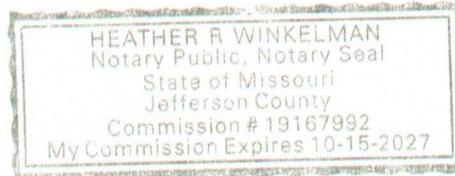
[Redacted Signature]

By: Mikaela Hendersonburt

Title: Credit Associate

Sworn to and subscribed before me:

[Redacted Signature]



Signature of Notary Public
Commissioned State of Missouri

Notary Public



1830 Craig Park Court
St. Louis, MO 63146

WAIVER OF LIEN – PARTIAL

To All Whom It May Concern:

WHEREAS, **CORE & MAIN LP** has been employed by:

JOHN NERI CONSTRUCTION

to furnish miscellaneous materials under a contract for the improvement of the premises described

ORCHARD STREET WATERMAIN REPLACEMENT, # 23-R0682

MAPLE TO WALNUT, ITASCA, IL 60143

in the (City or Village) of ITASCA County of

DUPAGE

State of Illinois of which

VILLAGE OF ITASCA

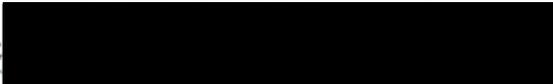
is the Owner.

NOW, THEREFORE, this 6TH day of November 2025

for and in consideration of the sum of \$126,653.31

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

CORE & MAIN, LP

Signature: 

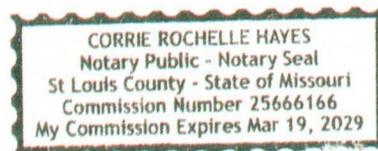
By: Julie Mangard

Title: Credit Associate

Sworn to and subscribed before me:



Signature of Notary Public
Commissioned State of Missouri



Notary Public

DU-KANE ASPHALT COMPANY

FINAL WAIVER OF LIEN

STATE OF ILLINOIS, } SS.

TO ALL WHOM IT MAY CONCERN:

Whereas, The undersigned, *Du-Kane Asphalt Company P.O. Box 1129 Addison, IL.*

Has been employed by: **JOHN NERI CONSTRUCTION CO., INC.**
770 FACTORY ROAD
ADDISON, IL 60101

To Furnish Bituminous Material For premises known as:

Project: ORCHARD STREET WATERMAIN REPLACEMENT
#23-R0682

Owner: VILLAGE OF ITASCA

Now, therefore, know ye, that the undersigned for and in consideration of: **\$ 19,050.26**

NINETEEN THOUSAND FIFTY AND 26/100 ----- DOLLARS

*And other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien, or claim, or right of lien, on said above described premises under the Statutes of the State of Illinois relating to Mechanic's Liens, on account of labor or materials, or both, furnished in the amount as herein above shown by the undersigned to or on account of the said **JOHN NERI CONSTRUCTION CO., INC.** for said premises, but only to the extent of the amount set forth above and only if good funds in the amount set forth above are actually received by the undersigned. .*

Witness our hand and seal this 17th day of NOVEMNGER 2025.

DU-KANE ASPHALT CO.

(SEAL)

By: 

(SEAL)

Mike Kyros
Controller

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
COUNTY OF KANE)

To Whom It May Concern:

WHEREAS the undersigned has been employed by John Neri Construction Company, Inc.

770 West Factory Road, Addison, Illinois 60101-4300 to furnish

Precast Concrete Structures, Pipe and Miscellaneous Construction Materials

for the premises known as Orchard Street Watermain Replacement, #23-R0682

located at Various Locations, Itasca, DuPage County, Illinois

of which Village of Itasca is the owner.

The undersigned, for and in consideration of Three Hundred Seventy-Eight and 00/100ths

378.00 Dollars, and other good and valuable considerations, the receipt whereof is hereby

acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes

of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises,

and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on

the moneys, funds or other considerations due or to become due from the owner, on account of all labor,

services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any

time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS*

*Extras include but are not limited to Change Orders, both oral and written, to the Contract.

DATE: December 17, 2025

COMPANY NAME Welch Bros., Inc.

STREET ADDRESS: 1050 St. Charles St., P. O. Box 749

Elgin, Illinois 60121-0749



SIGNATURE & TITLE:

[Redacted Signature] MUST BE SIGNED BY AN OFFICER OF THE COMPANY

PRINT NAME & TITLE:

Karen Powell, Chief Financial Officer

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)
COUNTY OF KANE)

To Whom It May Concern:

WHEREAS the undersigned has been employed by John Neri Construction Company, Inc.
770 West Factory Road, Addison, Illinois 60101-4300 to furnish

Precast Concrete Structures, Pipe and Miscellaneous Construction Materials

for the premises known as Orchard Street Watermain Replacement, #23-R0682

located at Various Locations, Itasca, DuPage County, Illinois

of which Village of Itasca is the Owner.

The undersigned, for and in consideration of Six Thousand Nine Hundred Fifty-Three and 33/100ths

6,953.33 Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due to date or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS*

*Extras include but are not limited to Change Orders, both oral and written, to the Contract.

DATE: October 31, 2025

COMPANY NAME: Welch Bros., Inc.

STREET ADDRESS: 1050 St. Charles St., P. O. Box 749

City, State: Elgin, Illinois 60121-0749



SIGNATURE:

 Digitally signed by Karen Powell
DN: cn=Karen Powell, email=kpowell@welchbros.com
Reason: I am the author of the document
Location:
Date: 2025.11.12 09:08:01 -0500
PDF PKCS#8000 Version: 1.3.1

MUST BE SIGNED BY AN OFFICER OF THE COMPANY

PRINT NAME & TITLE:

Karen Powell, Chief Financial Officer

Maintenance
Bond
Warranty Term
in years

Ohio Farmers Insurance Co.

Westfield Group SM One Park Circle, P O Box 5001
Westfield Center, OH 44251-5001
Toll free: 1-800-243-0210

Bond Number 433804X

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, That we, John Neri Construction Co., Inc.
770 Factory Road, Addison, IL 60101

as Principal, and **OHIO FARMERS INSURANCE COMPANY**, a corporation organized under the laws of the State of Ohio and duly authorized to do business in the State of, Illinois as Surety, are held and firmly bound unto Village of Itasca

as Obligee, in the penal sum of Sixty Five Thousand Three Hundred Fifty Seven and 16/100 Dollars (\$ 65,357.16), to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Obligee, dated the 14th day of July, 2025, a copy of which is hereto attached and made a part hereof, for 23-R0682 Orchard Street Water Main Replacement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of 2 year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed, sealed and dated this 3rd day of December, 2025.

[Redacted Signature]

V.P. & Sec.
(Witness)

PRINCIPAL
John Neri Construction Co., Inc.

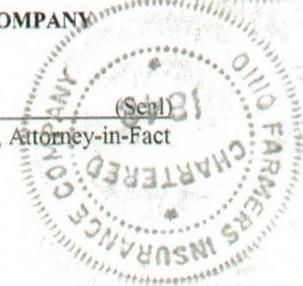
By: [Redacted Signature] Pas (Seal)



OHIO FARMERS INSURANCE COMPANY

By: [Redacted Signature]

William Reidinger, Attorney-in-Fact



[Redacted Signature]

Zora Mihelich (Witness)

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **William Reidinger**

of Schaumburg and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond:

Surety Bond Number: 433804X
Principal: John Neri Construction Co., Inc.
Obligee: VILLAGE OF ITASCA

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of July A.D., 2025.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY



By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this 01st day of July A.D., 2025, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Kathleen Golovan**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of December A.D., 2025



Kathleen Golovan
Chief Administrative Officer & Corporate Secretary



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

MEMORANDUM

TO: Village Board
FROM: Natalie Crown, Community Development Planner
THROUGH: Kurtis Pozsgay, Community Development Director;
Carie Anne Ergo, Village Administrator
DATE: December 2, 2025
SUBJECT: Annexation Agreement and Annexation for 19W076 Granville Avenue

RECOMMENDED MOTIONS: Move to Continue to the January 20, 2026 Village Board meeting.

UPDATED SUMMARY:

Village Board continued the case to the first meeting in January after initial review at the December 2, 2025 Board meeting. Village Board wasn't satisfied with the requests for side yard setback and front yard fence variations and asked staff to work with the applicant to find alternative solutions. Staff and the applicant's consultant team have met several times since and believe there is a path forward that will satisfy all parties involved. The applicant is requesting more time to put the new plans together. After reviewing with legal, this request satisfies Village code 14.10.7.c:

- c. If an application or a proposed amendment is not acted upon finally by the Village Board within (90) days of the date the Board receives the Plan Commission's recommendations, and such time is not extended by mutual consent of the Village Board and petitioner, it shall be deemed to have been denied.

INTRODUCTION

The agreement is in reference to the property at 19W076 Granville Ave. The property is currently located in DuPage County and is owned by the Chicago Title Land Trust Company. The current property has one existing home on the lot, which will be torn down to allow for the development of the new single-family home. The existing home is in a state of disrepair.

The applicant proposes to annex the property into the Village, with variances, to allow the development of the proposed single-family home with accessory structures. The proposed home is a two-story single-family residence with an attached garage. In the rear of the property, a cabana, pool, patio, and sport court are proposed. The proposal also includes a U-shaped driveway that extends along the east side-yard of the property.

DISCUSSION

The lot will be zoned R-1 Single Family Residence District upon annexation into the Village. The lot is .91 acres with 100 ft. of frontage along Granville Avenue. The rear of the lot backs up to a Tollway-owned property with no current or planned development on it. The Tollway property has frontage on Thorndale Avenue, which serves as a one-way exit ramp for IL 390.

The approval of the following variances with conditions are a condition of the annexation agreement:

1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
4. Variance to Sec. 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
6. Variance to Sec. 12.03.7 to allow two driveways.
7. Variance to Sec. 12.03.7 to allow a driveway within 5 feet of the interior property line.

Variances subject to the following conditions:

1. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted.
2. Driveway width may not exceed 24 feet at the property line.
3. A landscape plan is provided and approved at permitting by the Village.
4. A stormwater management plan following the Village Engineer's recommendations is provided and approved at permitting.



The property does not have a private well or private septic system. The property owner will follow all procedures and requirements to tie into the Village of Itasca water and sewer systems and retain water connections to DuPage County for landscaping purposes as permitted by the Itasca Code.

Per 65 ILCS 5/11-15, the State of Illinois requires that a Notice of Public Hearing be published in a local newspaper not more than 30 days nor less than 15 days before the hearing date. The Public Hearing will take place on Tuesday, December 2, 2025 and was published in the Daily Herald on November 14, 2025.

FISCAL IMPACT

The annexation would increase the property tax base for the Village, and additional taxable value is anticipated, dependent on the future submittal and approval of future development.

AFTER ACTION STEPS

After approval, the board will vote to approve the requested variances. If the variances are not approved, the Village will be in breach of the annexation agreement, and the annexation will be invalid.

STAFF RECOMMENDATION

Staff recommend the annexation agreement and annexation be forwarded to board for Village Board on January 20, 2026 for First Reading with final approval of Ordinance 2161-25 on February 3, 2026.

The final ordinance must be passed by a vote of two-thirds of the corporate authorities holding office; thus five current Board members must vote to approve for the annexation to pass.

ATTACHMENTS

1. Draft Annexation Agreement
2. Preliminary Plat of Annexation
3. Petition for Annexation
4. Public Hearing Notice
5. Draft Ordinance



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

MEMORANDUM

TO: Village Board
FROM: Natalie Crown, Community Development Planner
THROUGH: Kurtis Pozsgay, Community Development Director;
Carie Anne Ergo, Village Administrator
DATE: December 2, 2025
SUBJECT: Annexation Agreement and Annexation for 19W076 Granville Avenue

RECOMMENDED MOTIONS:

- (1) Move to Approve the Annexation Agreement for 19W076 Granville Avenue.
- (2) Move to Approve the Annexation of 19W076 Granville Avenue.

INTRODUCTION

The agreement is in reference to the property at 19W076 Granville Ave. The property is currently located in DuPage County and is owned by the Chicago Title Land Trust Company. The current property has one existing home on the lot, which will be torn down to allow for the development of the new single-family home. The existing home is in a state of disrepair.

The applicant proposes to annex the property into the Village, with variances, to allow the development of the proposed single-family home with accessory structures. The proposed home is a two-story single-family residence with an attached garage. In the rear of the property, a cabana, pool, patio, and sport court are proposed. The proposal also includes a U-shaped driveway that extends along the east side-yard of the property.

DISCUSSION

The lot will be zoned R-1 Single Family Residence District upon annexation into the Village. The lot is .91 acres with 100 ft. of frontage along Granville Avenue. The rear of the lot backs up to a Tollway-owned property with no current or planned development on it. The Tollway property has frontage on Thorndale Avenue, which serves as a one-way exit ramp for IL 390.

The approval of the following variances with conditions are a condition of the annexation agreement:

1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.

2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
4. Variance to Sec. 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
6. Variance to Sec. 12.03.7 to allow two driveways.
7. Variance to Sec. 12.03.7 to allow a driveway within 5 feet of the interior property line.

Variations subject to the following conditions:

1. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted.
2. Driveway width may not exceed 24 feet at the property line.
3. A landscape plan is provided and approved at permitting by the Village.
4. A stormwater management plan following the Village Engineer's recommendations is provided and approved at permitting.



The property does not have a private well or private septic system. The property owner will follow all procedures and requirements to tie into the Village of Itasca water and sewer systems and retain water connections to DuPage County for landscaping purposes as permitted by the Itasca Code.

Per 65 ILCS 5/11-15, the State of Illinois requires that a Notice of Public Hearing be published in a local newspaper not more than 30 days nor less than 15 days before the hearing date. The Public Hearing will take place on Tuesday, December 2, 2025 and was published in the Daily Herald on November 14, 2025.

FISCAL IMPACT

The annexation would increase the property tax base for the Village, and additional taxable value is anticipated, dependent on the future submittal and approval of future development.

AFTER ACTION STEPS

After approval, the board will vote to approve the requested variances. If the variances are not approved, the Village will be in breach of the annexation agreement, and the annexation will be invalid.

STAFF RECOMMENDATION

Staff recommend the annexation agreement and annexation be forwarded to board for Village Board on December 2, 2025, for First Reading with final approval of Ordinance 2161-25 on December 16, 2025.

The final ordinance must be passed by a vote of two-thirds of the corporate authorities holding office; thus five current Board members must vote to approve for the annexation to pass.

ATTACHMENTS

1. Draft Annexation Agreement
2. Preliminary Plat of Annexation
3. Petition for Annexation
4. Public Hearing Notice
5. Draft Ordinance

ITASCA STANDARD FORM ANNEXATION AGREEMENT

I. INTRODUCTION

THIS ANNEXATION AGREEMENT (this AGREEMENT) is made and entered into this ___ day of _____, 20__ by and between the Village of Itasca, an Illinois municipal corporation (the VILLAGE), and Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423 (the OWNER).

II. RECITALS

A. The OWNER is the owner of record of all of the real estate consisting of approximately 0.918 acres legally described in Exhibit A attached hereto and incorporated herein by reference (the PROPERTY), and depicted on the Annexation Map, attached hereto as Exhibit B and incorporated herein by reference, which PROPERTY is contiguous to the corporate limits of the VILLAGE, and is not within the limits of any corporate municipality.

B. The VILLAGE is a municipal corporation organized and existing under the laws of the State of Illinois.

C. There has been filed with the Clerk of the VILLAGE a Petition for Annexation pursuant to 65 ILCS 5/7-1-8, signed by the OWNER of the PROPERTY, and by not less than 51% of the electors then residing on the PROPERTY.

D. OWNER desires to annex the PROPERTY to the VILLAGE (the ANNEXATION) subject to, and contingent upon, the approval by the Village of certain zoning relief further described in Sections IV and V of this AGREEMENT (collectively, the ZONING APPROVALS), pursuant to the terms and conditions of this AGREEMENT.

E. It is the desire of the VILLAGE to annex the PROPERTY and facilitate development of the PROPERTY pursuant to the terms and conditions of this AGREEMENT.

F. VILLAGE and OWNER have or will perform and execute all acts required by law to effectuate such annexation.

G. OWNER hereby proposes that the PROPERTY be classified in the Residential R-1 Single-Family Residence District Zoning classification (the R-1 DISTRICT), with certain zoning variations, as more fully set forth below, to allow for the construction of a new Single Family residence.

H. The VILLAGE and OWNER desire that the PROPERTY be developed in the manner proposed above; and,

I. In reliance upon the development of the PROPERTY in the manner proposed, the VILLAGE and OWNER have or will execute all petitions and other documents that are necessary to accomplish the annexation of the PROPERTY to the VILLAGE.

J. It is the desire of the VILLAGE and the OWNER that the development of the PROPERTY proceeds as soon as possible, subject to the ordinances, codes and regulations as amended by the VILLAGE.

K. In accordance with the powers granted to the VILLAGE by the provisions of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1 through 15.1-5, inclusive, relating to annexation agreements, the VILLAGE and OWNER wish to enter into a binding agreement with respect to the annexation of the PROPERTY to the VILLAGE and to provide for various other matters related directly or indirectly to such annexation and the development of the PROPERTY as authorized by the provisions of valid statutes.

L. On _____, pursuant to legal notice, the corporate authorities of the VILLAGE held a public hearing on this AGREEMENT all as required by the provisions of the statutes of the State of Illinois, and on _____ by a vote of two-thirds (66.67%) of the corporate authorities then holding public office, directed the President to execute, and the VILLAGE Clerk to attest to, this AGREEMENT on behalf of the VILLAGE.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions herein contained, and by authority of and in accordance with the aforesaid statutes of the State of Illinois, the parties hereto agree as follows:

III. ANNEXATION

On September 10, 2025, OWNER filed with the Clerk of the VILLAGE a petition pursuant to and in accordance with the provisions of 65 ILCS 5/7-1-8, to annex the PROPERTY to the VILLAGE subject to the approval of this AGREEMENT. The VILLAGE shall adopt ordinances annexing the PROPERTY and granting the ZONING APPROVALS. It is expressly understood that this AGREEMENT, in its entirety, together with the aforesaid Petition for Annexation and any ordinance annexing the PROPERTY, shall be null, void, and of no force and effect unless the PROPERTY is zoned and classified as hereinafter, and the VARIATIONS (as defined below) are approved by the VILLAGE, provided the necessary ordinances are duly adopted by the VILLAGE contemporaneously with the execution of this AGREEMENT.

IV. ZONING

If the VILLAGE adopts an ordinance annexing the PROPERTY, the VILLAGE shall adopt an ordinance providing that the PROPERTY, as depicted on the attached Exhibit B, and legally described on the attached Exhibit A, shall be classified as R-1 DISTRICT, subject to the VARIATIONS provided in Section V of this AGREEMENT.

V. VARIANCES

If the VILLAGE adopts an ordinance annexing the PROPERTY, then the VILLAGE shall adopt an ordinance granting the following variations from the Itasca ZONING ORDINANCE (the ZONING ORDINANCE) for the proposed development of the PROPERTY (collectively, the VARIATIONS):

- A. A variation to Section 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
- B. A variation Section 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
- C. A variation Section 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
- D. A variation Section 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
- E. A variation Section 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
- F. A variation Section 12.03.7 to allow two driveways.
- G. A variation to Section 12.03.7. to allow a driveway drive within 5 feet of the interior property line.

VI. FEES AND DONATIONS

As a condition of this AGREEMENT, OWNER shall provide cash payments, for the benefit of the VILLAGE, as follows:

- A. Annexation, Building Permit, Tap-on, Engineering Review, Legal Review, and other Fees and Costs:

Annexation fees, building permit fees, tap-on fees, engineering and legal consulting fees, and all other applicable fees and costs shall be payable in accordance with the fees and costs required under existing VILLAGE ordinances, subject to such increases as may be contained in ordinance amendments made from time-to-time, provided that no such increases shall apply to the PROPERTY unless they apply to the VILLAGE generally.

- A. Recapture Fees: None.
- B. Cash and Land Donations: None.
- C. Other Fees:

During the term of this AGREEMENT, and irrespective of any amendment to existing, or passage of new, fee ordinances or other action of the VILLAGE, OWNER shall not be required to pay any fees to the VILLAGE other than or in amounts greater than those specified herein, provided that if, during the term of this AGREEMENT, any such fees applicable generally to all properties in the VILLAGE or to any particular type of work are reduced, the fees applicable to the PROPERTY and to the type of work being done on the PROPERTY shall be reduced correspondingly.

VII. PUBLIC IMPROVEMENTS

A. Public Improvements

OWNER shall be responsible for the construction and installation of any public improvements and utilities, consisting of sanitary sewers, water mains, streets, street lights, and appurtenant structures, if needed to adequately service the PROPERTY in accordance with applicable VILLAGE ordinances and design standards and the following additional standards:

1. Roadways, Right-of-Way, and Pavement Width

DEVELOPER shall construct all streets, sidewalks, and other public improvements in accordance with applicable VILLAGE ordinances. OWNER agree to cooperate in good faith with the DuPage County Division of Transportation and the Illinois Department of Transportation, if necessary and applicable.

2. Subsurface Utilities

All new utilities to be installed in conjunction with development of the PROPERTY, including sanitary sewers, water mains, electric, gas, telephone, and cable television, shall be installed underground. Any existing perimeter overhead power lines shall be removed and installed underground.

3. Sewerage Treatment

The VILLAGE has agreed to allow OWNER to tap into the VILLAGE'S sanitary system for the purpose of serving the proposed development. OWNER shall provide sanitary sewer service to the PROPERTY or any improvement to be constructed thereon, by connecting into the existing sanitary sewers at a point or points as shall be reasonably determined and approved by the VILLAGE Engineer. Any connections made by OWNER shall be made in a manner reasonably approved by the VILLAGE Engineer and any other applicable governmental bodies and agencies having jurisdiction.

4. Water Supply

The VILLAGE has agreed to allow OWNER to tap into the VILLAGE'S water system for the purpose of serving the proposed development, subject to compliance with the provisions for off-site improvements set forth below. Except as provided in this Section VII.A.4, VILLAGE and OWNER agree that OWNER may connect to a well water source for the sole purpose of providing water for the landscaped areas and yards at the PROPERTY. VILLAGE and OWNER agree that OWNER must use the VILLAGE'S water system for all other purposes. OWNER shall connect to the existing VILLAGE water mains at a point or points as are reasonably determined and approved by the VILLAGE Engineer. Any connections made by OWNER shall be made in a manner reasonably approved by the VILLAGE Engineer and any other applicable governmental bodies and agencies having jurisdiction over the PROPERTY.

5. Off-Site Improvements

(a) If necessary to connect the PROPERTY to the VILLAGE's water and sewer systems, OWNER shall, at its sole cost and expense, construct (i) a water main with all the appurtenances and hydrants along the frontage of the PROPERTY in or following the right-of-way, and (ii) a sanitary sewer line within the same right-of-way, all as depicted and in accordance with engineering plans and specifications to be submitted by OWNER and approved by the VILLAGE engineer prior to the construction of said off-site improvements.

(b) OWNER agrees to install storm water detention/ retention improvements as delineated in plans and specifications to be submitted by OWNER and approved by the VILLAGE Engineer, and other regulatory authorities. The detention/retention facility shall be designated by OWNER as common areas with restrictions of record to be recorded by OWNER, providing that OWNER and its successors and assigns own and are responsible for maintenance of such common areas. OWNER shall establish easements authorizing the VILLAGE to enter upon and provide required maintenance to said common areas if not done in a timely manner by OWNER, its successors and assigns, and authorizing the VILLAGE to back charge OWNER, its successors and assigns, or place a lien upon the PROPERTY for the costs incurred by the VILLAGE performing such maintenance.

B. Dedication of Improvements

OWNER shall dedicate to the VILLAGE the public improvements by recording of a final plat of subdivision and/or plat of dedication and easement, in the form and substance approved by the VILLAGE. The VILLAGE shall accept said public improvements as provided herein and by VILLAGE ordinances.

C. Completion and Maintenance Guarantee

1. It is understood that prior to the construction of any public improvements herein provided, OWNER shall submit the required plans, specifications, and engineer's estimate of probable cost for approval by the VILLAGE Engineer, as provided herein. OWNER shall submit surety bonds or separate irrevocable, commercial letters of credit, at the VILLAGE'S sole option, in an amount equal to 115% of the aforesaid probable cost of completion, as required by the VILLAGE and in a form approved by the VILLAGE Attorney, to secure completion of such public improvements to service the proposed development. No building permits or occupancy permits shall be issued, and OWNER shall not begin construction of the public improvements, without submitting said guarantee bond or letter of credit. In the event that the amount of any guarantee bond or letter of credit should become less than the amount actually estimated to be required to complete the public improvements, OWNER shall increase appropriately the amount of the guarantee bond or letter of credit.

2. Upon installation of said public improvements, the applicable guarantee bond or letter of credit shall periodically be reduced to an amount which, in the reasonable opinion of the VILLAGE Engineer and subject to the procedures in the Subdivision Ordinance, is sufficient to ensure completion of the work yet to be performed.

3. A maintenance guarantee, consisting of a cash escrow or irrevocable letter of credit reasonably acceptable to the VILLAGE shall be in an amount equal to ten percent (10%)

of the letter of credit posted under the preceding paragraph and shall be held by the VILLAGE for a period of three (3) years after final acceptance of such public improvements, as a guarantee against any defect in the material or workmanship furnished in connection with the public improvements and to guarantee against any damage to such improvements by reason of settling of the ground, base or foundation thereof, all as provided in the VILLAGE Subdivision Ordinance. As a further condition of the VILLAGE accepting said public improvements, OWNER shall provide a bill of sale to all such public improvements on a form approved by the VILLAGE Attorney.

D. Easements and Access

1. The VILLAGE shall, upon the request of the OWNER, grant to utility companies designated by OWNER or any other municipal corporation or public body which may provide utilities to any part of the PROPERTY, such as construction and maintenance utility easements over, under, across, or through property owned or controlled by the VILLAGE, as are necessary or appropriate for the development of the PROPERTY in accordance with the provisions of this AGREEMENT; provided, however, that OWNER shall pay all costs associated therewith.

2. OWNER shall be responsible for obtaining all off site easements and rights of possession over, under, across or through property not owned by the VILLAGE for all public improvements, including utility and road improvements as set forth herein, and as provided by the final engineering plans which are reasonably determined by the VILLAGE to be reasonably necessary for the development of the PROPERTY. In the event OWNER is unable to obtain such easements and rights of possession, the VILLAGE agrees to exercise its power of eminent domain at the request of the OWNER, to obtain any such title to real estate, easements and rights of possession required by the VILLAGE, which are reasonably acceptable to the VILLAGE for the improvements; provided, however, that OWNER shall pay all costs, expenses, judgments, and settlements including all attorney fees of the VILLAGE arising out of or in connection therewith.

VIII. SIGNS AND FENCING

The VILLAGE is generally agreeable to entry signs and monuments. However, any such sign or monument must be presented to the VILLAGE's Plan Commission. The Plan Commission shall make a recommendation to the VILLAGE Board to approve or deny the OWNER's request. Action by the VILLAGE Board shall be taken on the Plan Commission's recommendation.

IX. INTERIM USES

Interim uses shall be permitted as follows: None.

X. VILLAGE ORDINANCES

A. OWNER agrees that, in its development of the PROPERTY, they shall comply with all ordinances, codes and regulations of the VILLAGE in effect on the date of this AGREEMENT as modified by this AGREEMENT, including but not limited to the VILLAGE Zoning and Subdivision Ordinances. During the term of this AGREEMENT, the PROPERTY shall not be subject to any new ordinances, codes or regulations, or to any amendments to existing ordinances, codes or regulations which are more restrictive than those applicable to the

PROPERTY other than those new or amended ordinances, codes and regulations pertaining to building, health, property maintenance, or life safety generally applicable throughout the VILLAGE.

B. To the extent that any new or amended ordinances, codes and regulations are less restrictive than those applicable to the PROPERTY pursuant to this AGREEMENT, OWNER may elect to proceed with the development or construction of improvements based upon the less restrictive ordinances, codes and regulations.

XI. BUILDING PERMITS

The VILLAGE agrees to issue within thirty (30) working days after receipt of application therefore, permits for the construction of any buildings or improvements of buildings or issue a letter of denial within said period of time informing OWNER as to where the application does not conform to the provisions of this AGREEMENT or VILLAGE ordinances and quoting the section of the VILLAGE code, ordinance, or this AGREEMENT relied upon. If the application is approved, the permits will be issued with ten (10) working days thereafter. If the permit is conditionally approved, the permit will be issued within five (5) working days after the OWNER satisfies the conditions of such approval.

XII. STOP ORDERS

Any stop order issued by the VILLAGE directing work stoppage on any building or other improvement shall specify the section of the ordinance, code or regulation, or this AGREEMENT allegedly violated and shall give OWNER thirty (30) days in which to cure or diligently commence cure of such violation. Upon correction of any such violation, work on any building or improvement subject to the stop work order may recommence.

XIII. CERTIFICATES OF OCCUPANCY

A. Subject to the provisions of the VILLAGE Zoning and Subdivision Ordinances, within five (5) days after request by OWNER for a final inspection of a building within the development, the VILLAGE shall issue a final certificate of occupancy for such building or shall issue a letter of denial of a certificate of occupancy identifying the corrections necessary as a condition to issuance of a certificate of occupancy and specifying the section of the Building Code relied on by the VILLAGE in its request for correction. If, after final inspection or reinspection, the VILLAGE'S inspector does not request in writing correction of any items, immediate occupancy of the building shall be permissible.

B. Subject to the provisions of the VILLAGE Zoning and Subdivision Ordinances, the VILLAGE shall issue a temporary occupancy certificate for any building within the development before completion of the building if said building may be occupied safely prior to full completion without endangering life or public welfare.

C. The VILLAGE shall issue individual certificates of occupancy for each building contained in the development on a unit-by-unit or floor-by-floor basis within five (5) days after request by the DEVELOPER, if construction of such building has advanced to the point that the portions of the building for which the certificate is to be issued may be occupied safely prior to

full completion of the building without endangering life or public welfare, as provided under the VILLAGE'S Building Code.

XIV. REIMBURSEMENT OF VILLAGE COSTS

OWNER agrees to reimburse the VILLAGE for reasonable attorneys' fees and costs and planning consultants' and engineering costs incurred by the VILLAGE in connection with the annexation and development of the PROPERTY or in the enforcement of any of the terms of this AGREEMENT upon default by OWNER. Such payment shall be made promptly upon receipt of a request from the VILLAGE for such reimbursement, with copies of bills attached. In addition to other remedies as stated in this AGREEMENT, the VILLAGE may withhold issuance of building permits and occupancy certificates in the event OWNER fails to promptly reimburse the VILLAGE for such costs.

XV. SPECIAL PROVISIONS

None.

XVI. AGREEMENT TO PREVAIL OVER CODES AND ORDINANCES

In the event of any conflict between this AGREEMENT and any codes, ordinances, rules or regulations, of the VILLAGE, the provisions of this AGREEMENT shall prevail to the extent of any such conflict or inconsistency.

XVII. PARTIAL INVALIDITY OF AGREEMENT

A. If any provision of this AGREEMENT (except those provisions relating to the requested rezoning of and VARIATIONS for the PROPERTY identified herein and the ordinances adopted in connection therewith), or its application to any person, entity, property is held invalid, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect the application or validity of any other terms, conditions, and provisions of this AGREEMENT and, to that end, any terms, conditions, and provisions of this AGREEMENT are declared to be severable.

B. If, for any reason, during the term of this AGREEMENT, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the VILLAGE agrees to take whatever action is necessary to reconfirm such plans and zoning ordinance effectuating the zoning, variations, and plat approvals proposed herein.

XVIII. TIME IS OF THE ESSENCE

It is understood and agreed by the parties hereto that time is of the essence in this AGREEMENT, and that all parties will make every reasonable effort, including the calling of special meetings, to expedite the subject matter hereof. It is further understood and agreed by the parties that the successful consummation of this AGREEMENT requires their continued cooperation.

XIX. BINDING EFFECT AND TERM

This AGREEMENT constitutes a covenant running with the land and binding upon and inuring to the benefit of the parties hereto, their successors and assigns, including, but not limited to, successor owners of record of the PROPERTY, successor owners, lessees and successor lessees, and upon any successor municipal authorities of the VILLAGE for a period of twenty (20) years from the later of the date of execution hereof and the date of adoption of the ordinances pursuant hereto. OWNER agrees not to file any petition or institute any proceeding to disconnect the PROPERTY from the corporate limits of the VILLAGE during the term of this AGREEMENT.

XX. AMENDMENTS

This AGREEMENT may be amended by mutual written agreement of the VILLAGE and OWNER and in accordance with the procedures provided by law and ordinance.

XXI. RECORDING

This AGREEMENT shall be recorded with the County Recorder's office in the County of DuPage.

XXII. NOTICES AND REMEDIES

A. Upon breach of this AGREEMENT, any of the parties in any court of competent jurisdiction may, by civil action, mandamus, injunction or other proceeding, enforce and compel performance of this AGREEMENT.

B. Before any failure of any party to this AGREEMENT to perform its obligations under this AGREEMENT shall be deemed to be a breach of this AGREEMENT, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded.

C. In the event the VILLAGE chooses to sue in order to enforce the obligations hereunder, the OWNER shall pay all costs and expenses incurred by the VILLAGE, including, but not limited to, reasonable attorney's fees and court costs, provided the VILLAGE prevails. In the event the OWNER chooses to sue in order to enforce the obligations hereunder, the VILLAGE shall pay all costs and expenses incurred by the OWNER, including, but not limited to, reasonable attorney's fees and court costs, provided the OWNER prevails. In addition, if the OWNER does not pay any fees provided for herein, the VILLAGE may withhold the issuance of building permits until payment is received, or if the appropriate security is not deposited, withhold approval of any plat of subdivision until the appropriate security is delivered. The VILLAGE may use any remedies available to it to collect such fees and charges as are due.

D. Notices shall be provided at the following addresses:

VILLAGE: Village Clerk
Village Administrator
Village of Itasca
550 W. Irving Park Road
Itasca, IL 60143

Copies to: Jason R. Blumenthal
Hervas, Condon & Bersani, P.C.
333 Pierce Road, Suite 195
Itasca, IL 60143

OWNER: ATTN: Gregory Kasprzyk (Trust 8002383423)
Chicago Title Land Trust Company
1701 Golf Road, Suite 1-102
Rolling Meadows, IL 60008

Copy to: Mario Gullo
19W076 Granville Avenue
Itasca, IL 60143

Copy to: ATTN: Karl D. Camillucci
Taft Stettinius & Hollister LLP
111 East Wacker Drive, Suite 2600
Chicago, IL 60601

XXIII. INDEMNIFICATION.

OWNER shall in the event a claim is made against the VILLAGE, its officers, other officials, agents and employees or any of them, or if the VILLAGE, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of or in connection with this AGREEMENT or the annexation of the PROPERTY, the approval and issuance of any and all permits or other governmental authorization, zoning changes or other zoning relief, for the PROPERTY, or the development of the PROPERTY, including matters pertaining to the hazardous material and other environmental matters (except as may be required by provisions 765 Ill. Comp. Stat. 705.1 and 740 Ill. Comp. Stat. 35/1 of the Illinois Statute for the negligent acts and omissions of the VILLAGE, its officers, other officials, agents and employees or any of them) defend and hold the VILLAGE and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney's fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then OWNER shall bear such expense. The VILLAGE and such officers, other officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. OWNER agrees that the VILLAGE, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees, including reasonable attorney's fees and expenses arising out of or in connection with the VILLAGE'S failure to approve preliminary or final plans, provided, however, OWNER does not relinquish its right to receive approval of its final plans, including final plats of subdivision, building and occupancy permits and other permits, approval and licenses and to such extent OWNER retains the right to legal or equitable action against the VILLAGE for declaratory judgment, injunctive relief and mandamus to enforce all of its rights under this AGREEMENT,

provided in no event shall the VILLAGE or any officer, agency or employee be liable for monetary damages or attorney's fees in connection therewith.

XXIV. COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, all of which, taken together, shall constitute one agreement, and any one of the parties hereto may execute this AGREEMENT by signing any such counterpart.

[Signature page to Annexation Agreement by and between the Village of Itasca and Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423]

IN WITNESS WHEREOF, the parties have executed this Annexation Agreement the day and year first above written.

OWNER:

By: _____

Its: _____

VILLAGE OF ITASCA:

By: _____
Village President

Attest: _____
Village Clerk

EXHIBIT A

LOT 17 IN LEUHRINGS LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

PIN 03-05-405-015

EXHIBIT B
ANNEXATION MAP

PLAT OF ANNEXATION

TO THE VILLAGE OF ITASCA

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH,
RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

THIS PLAT WAS SUBMITTED TO THE COUNTY RECORDER FOR THE PURPOSES OF RECORDING BY:

(PRINT NAME)

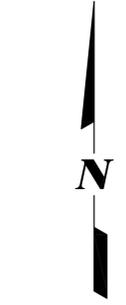
(ADDRESS)

(CITY/TOWN) (STATE) (ZIP CODE)

TOTAL AREA OF ANNEXATION

0.918 ACRES

(MORE OR LESS)



20 10 0 20

SCALE: 1 INCH = 20 FEET

PARCEL INDEX NUMBER

03-05-405-015
19w076 GRANVILLE AVE,
ITASCA, IL 60143

LINE LEGEND

	- LIMITS OF ANNEXATION (Heavy Solid Line)
	- ADJACENT PROPERTY LINE OR RIGHT-OF-WAY LINE (Light Solid Line)
	- EXISTING LIMITS OF THE VILLAGE OF ITASCA (Solid Hatched Lines)

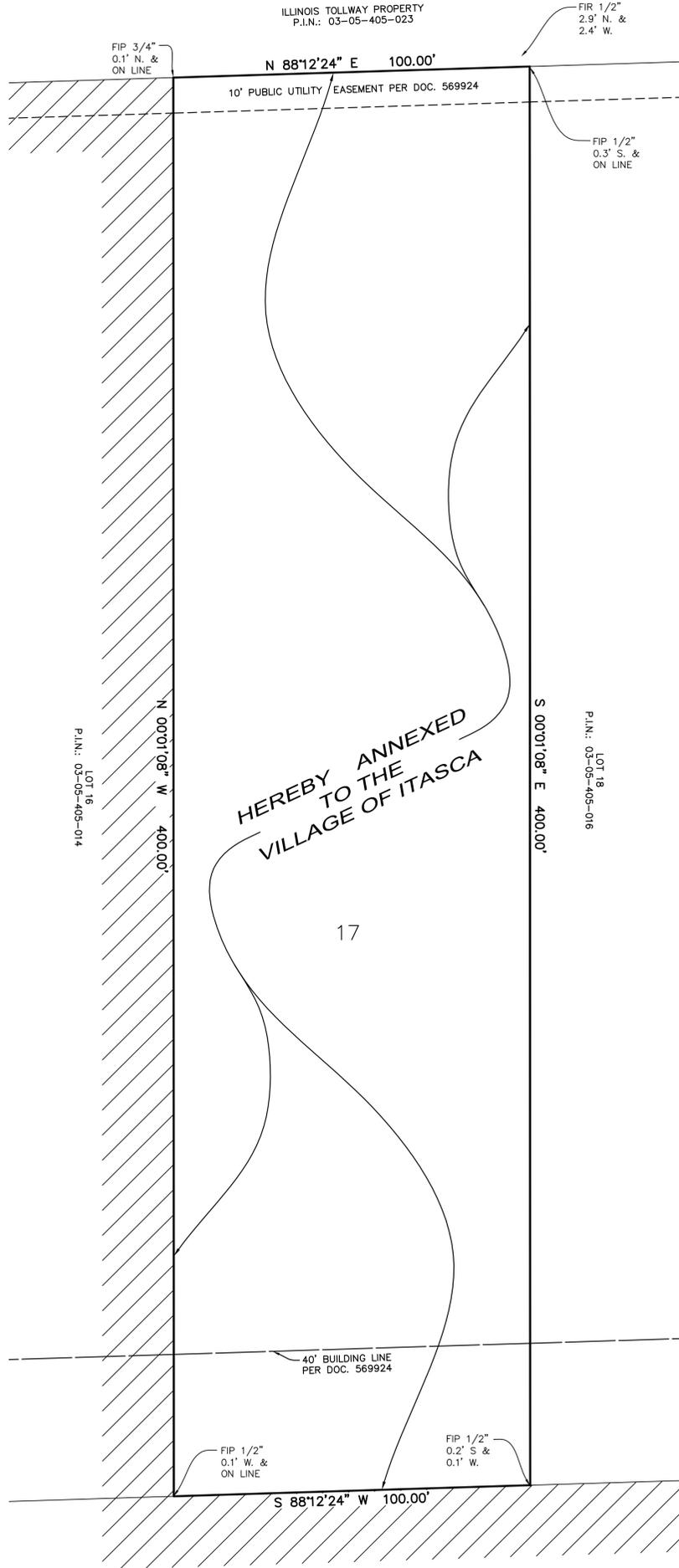
NOTES

ALL MEASUREMENTS ARE SHOWN IN U.S. FEET AND DECIMAL PARTS THEREOF.

DIMENSIONS ENCLOSED IN () INDICATE RECORD OR DEED DATA.

THE MEASURED BEARINGS SHOWN HEREON ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAVD 88).

FIP - FOUND IRON PIPE
FIR - FOUND IRON ROD
R.O.W. - RIGHT-OF-WAY



VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF ITASCA, DUPAGE COUNTY, ILLINOIS, HAVE REVIEWED AND APPROVED THIS PLAT.

DATED AT ITASCA, DUPAGE COUNTY, ILLINOIS,

THIS _____ DATE OF _____, A.D. 20 ____

BY: _____
VILLAGE PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE PLAT OF ANNEXATION WAS PRESENTED TO AND BY ORDINANCE DULY APPROVED BY THE VILLAGE OF ITASCA VILLAGE BOARD AT ITS MEETING HELD ON _____, A.D. 20 ____.

ORDINANCE NO. _____

BY: _____
VILLAGE CLERK

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THIS ____ DAY OF _____, A.D., 20 ____.

COUNTY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

THIS INSTRUMENT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____, A.D. _____, AT _____ O'CLOCK _____M.

RECORDER OF DEEDS

PARCEL DESCRIPTION

LOT 17 IN LEUHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924, IN DUPAGE COUNTY, ILLINOIS.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF ITASCA.

GIVEN UNDER MY HAND AND SEAL THIS ____ DAY OF _____, A.D., 20 ____.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 30, 2026
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-002937
EXPIRATION DATE IS APRIL 30, 2027

GRANVILLE AVE
(66' R.O.W. HERETOFORE DEDICATED)

PREPARED FOR:
GMA PROPERTIES



PREPARED BY:
CEMCON, Ltd.

Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100 Aurora, Illinois
60502-9675 PH: 630.862.2100 FAX: 630.862.2199
E-Mail: cadd@cemcon.com Website: www.cemcon.com

DISC NO.: 8056001 FILE NAME: ANNEXATION
DRAWN BY: SMR FLD. BK. / PG. NO.: N/A
COMPLETION DATE: 6-4-2025 JOB NO.: 8056.0001
PROJECT REFERENCE:
CHECKED BY:
REVISIONS:

Village of Itasca Annexation Petition
19W076 Granville Avenue

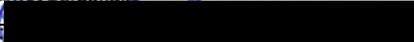
I, Gregory Kasprzyk, after being first duly sworn on oath, depose and state that I have personal knowledge of the facts set forth in this Petition and, if called upon to testify, I would swear the following facts are true and correct:

1. I am a Trust Officer for the Chicago Title Land Trust Company (the "Company").
2. The Company is the owner of the subject property located at 19W076 Granville Avenue in unincorporated DuPage County (the "Subject Property") as Trustee under the provisions of the Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423 (the "Trust").
3. Mario Gullo (the "Beneficiary") is the sole beneficiary of the Trust.
4. No electors reside within the Subject Property.
5. The Beneficiary, with due authorization from the Trust, has submitted an application for annexation of the Subject Property into the Village of Itasca (the "Proposed Annexation").
6. Pursuant to 65 ILCS 5/7-1-8, with due authorization from and on behalf of the Beneficiary and Trust, I request the Village of Itasca approve the Proposed Annexation.

FURTHER AFFIANT SAYETH NOT.

This information contained in this certification has been furnished to the land trustee by the beneficiaries of trust no. 8002383423 and the certification is made solely in reliance thereon and no responsibility is assumed by the trustee in its individual capacity, for the truth or accuracy of the facts therein stated.



CHICAGO TITLE LAND TRUST COMPANY
as Trustee under Trust No. 8002383423
and not personally
BY: 
ASSISTANT VICE PRESIDENT

Signed and sworn to before me on [insert date] 9-9-25 by [insert name of affiant] GREGORY KASPRZYK at [insert county name] COOK County, [insert state] IL
Trust Officer of CTLC



Notary Public



Commission expires: 12.28.27

Subject Property Address: 19W076 Granville Avenue, Itasca, IL 60143

Subject Property PIN: 03-05-405-015

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the President and Board of Trustees of the Village of Itasca will conduct a public hearing on Tuesday, December 2nd, 2025 at 7:00 p.m., or as soon thereafter as the case may be heard, in the Itasca Village Hall, 550 West Irving Park Road, Itasca, Illinois, to consider the adoption of an Annexation Agreement between the Village of Itasca and the Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423 for the property commonly known as 19W076 Granville Ave., Itasca, IL, PIN #03-05-405-015, approximately 39,988 square feet in area, legally described as follows:

LOT 17 IN LEUHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

The Petitioner is represented by Taft Stettinius & Hollister LLP located at 111 East Wacker Drive, Suite 2600, Chicago, IL 60601. The Petitioner's authorized representative, Karl Camillucci, can be contacted at (312) 836-4085 or kcamillucci@taftlaw.com with questions or to obtain additional information.

All interested people are invited to attend and be heard. The petition and supporting documentation are available for inspection at the Community Development Department at the Itasca Village Hall, 550 West Irving Park Road, Itasca, IL during normal business hours. Written comments, questions, and/or statements can be submitted by email to commdev@itasca.com or by mail addressed to: Village of Itasca

Aftn: Community Development Department
550 W. Irving Park Road
Itasca, IL 60143

NOTE: Any person who has a disability requiring a reasonable accommodation to participate in this public hearing should contact Jody Conidi, Village Clerk, 550 W. Irving Park Road, Itasca, IL, or call (630) 773-0835 within a reasonable time before the meeting. Requests for a qualified interpreter require five (5) working days advance notice.

Jody Conidi, Village Clerk
Published in Daily Herald Nov. 14, 2025 (312805)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**DuPage County
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville, DuPage County, State of Illinois, and has been in general circulation daily throughout DuPage County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 11/14/2025 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY _____

Designee of the Publisher of the Daily Herald

Control # 312805 *DUPAGE*



ORDINANCE NO. 2162-25

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF ITASCA,
DUPAGE COUNTY, ILLINOIS (19W076 GRANVILLE AVE., THE CHICAGO TITLE LAND
TRUST COMPANY – 39,988 SQUARE FEET)**

WHEREAS, a written petition, signed by the legal owner of record of all land within the territory hereinafter described, has been filed with the Village Clerk of the Village of Itasca, DuPage County, Illinois, requesting that said territory be annexed to the Village of Itasca; and,

WHEREAS, there are no electors residing within the said territory; and,

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to and surrounded by the Village of Itasca; and,

WHEREAS, legal notices regarding the intention of the Village to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of DuPage County; and,

WHEREAS, the legal owner of record of said territory and the Village of Itasca have entered into a valid and binding Annexation Agreement relating to such territory; and,

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the terms of the Annexation Agreement and with the statutes of the State of Illinois, specifically §7-1-8 of the Illinois Municipal Code; and,

WHEREAS, it is in the best interests of the Village of Itasca that the territory be annexed thereto.

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

SECTION ONE: The following described territory being indicated on the plats of annexation attached hereto as Exhibit A and incorporated herein by reference, is hereby annexed to the Village of Itasca, DuPage County, Illinois:

LOT 17 IN LEUHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

Tax parcel numbers: PIN# #03-05-405-015

SECTION TWO: The Village Clerk is hereby directed to record with the Recorder and to file with the County Clerk a certified copy of this Ordinance, together with the plat of annexation (Exhibit A).

SECTION THREE: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 6th day of January 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator
FROM: Natalie Crown, Community Development Planner
THROUGH: Kurtis Pozsgay, Community Development Director
DATE: January 6, 2026
SUBJECT: Variances for a Single-Family home for 19W076 Granville Avenue

RECOMMENDED MOTION: Move to Continue to the January 20, 2026 Village Board meeting.

UPDATED SUMMARY:

After initial review at the December 2, 2025 Village Board meeting, the Board continued the case to the first meeting in January. The Board was not satisfied with the requests for side yard setback and front yard fence variations and asked staff to work with the applicant to find alternative solutions. Staff and the applicant's consultant team have met several times since and believe there is a path forward that will satisfy all parties involved. The applicant is requesting more time to put the new plans together. After reviewing with legal, this request satisfies Village code 14.10.7.c:

- c. If an application or a proposed amendment is not acted upon finally by the Village Board within (90) days of the date the Board receives the Plan Commission's recommendations, and such time is not extended by mutual consent of the Village Board and petitioner, it shall be deemed to have been denied.

INTRODUCTION

The property is owned by the Chicago Title Land Trust Company, and Mario Gullo is the sole beneficiary of the trust. The current property has one existing home on the lot, which will be torn down to allow for the development of the new single-family home. The existing home is in a state of disrepair.

The property is currently in unincorporated DuPage County. The proposal is to annex the property into the Village with variances to allow the development of the proposed single-family home with accessory structures. The proposed home is a two-story, single-family residence with an attached garage. In the rear of the property, a cabana, pool, patio, and sport court are proposed. The proposal also includes a U-shaped driveway that extends along the east side-yard of the property.

The case first went to the Plan Commission in October. After initial discussion and review by the Plan Commission, the recommended motion for the October 15th meeting was to table the case so that adjustments to the plan could be made based on the Plan Commission's recommendation, and for questions raised at the

meeting to be researched. At the November 19 Plan Commission meeting, the Plan Commission recommended approval of all variances with conditions and adjusted one variance at the meeting.

The variances being requested will allow for the U-shaped drive, a driveway on the east side of the property, a guard rail for stairs on the east side of the property, accessory structures beyond the square footage limit, an additional 6.5% of lot coverage, and a fence in the front-yard with gates for driveway access.

DISCUSSION

The lot will be zoned R-1 Single Family Residence District upon annexation into the Village. The lot is .91 acres with 100 ft. of frontage along Granville Avenue. The rear of the lot backs up to a Tollway-owned property with no current or planned development on it. The Tollway property has frontage on Thorndale Avenue, which serves as a one-way exit ramp for IL 390.

The approval of the following variances with conditions are a condition of the annexation agreement:

1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
4. Variance to Sec. 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
6. Variance to Sec. 12.03.7 to allow two driveways.
7. Variance to Sec. 12.03.7 to allow a driveway within 5 feet of the interior property line.

Variances subject to the following conditions:

1. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted.
2. Driveway width may not exceed 24 feet at the property line.
3. A landscape plan is provided and approved at permitting by the Village.
4. A stormwater management plan following the Village Engineer's recommendations is provided and approved at permitting.

Originally, the front-yard setback request was for a 0-foot setback to allow a fence on the property line. Staff recommended denial of the front yard setback and, therefore, denial of the front yard fence. The variance was adjusted at the Plan Commission to allow a fence setback 8 feet from the front property line.

The property does not have a private well or private septic system. The property owner will follow all procedures and requirements to tie into the Village of Itasca water and sewer systems and retain water connections to DuPage County for landscaping purposes as permitted by the Itasca Code.

PUBLIC COMMENT

Public comments were made at both the October and November meetings. In October, four residents expressed concern about the front fence, both as an aesthetic and safety issue; expressed concern about flooding; cited a history of flooding on lots in the area; and expressed concern about the use of the side driveway, which is located with a 0-foot setback from the east property line. During the meeting, two residents submitted a letter and photographs of flooding in the area.

At the November meeting, the neighbors to the east had concerns about flooding on their property caused by a change in grade on 19W076 Granville Ave. The neighbors experience significant flooding on their lot and expressed concern that the driveway on the east of the property would cause more flooding.

The neighbor to the west was concerned about flooding as they also flood on their lot, the safety of the front fence, and about the proximity of the home, landscaping, A/C units, and window well to the west lot line. The neighbor noted that it looked like it would be difficult to access the rear of the property through the west side-yard.

A neighbor to the south echoed concerns about flooding, citing existing flooding on their lot. They were concerned that the development would negatively contribute to flooding in the area.

FISCAL IMPACT

The annexation would increase the property tax base for the Village, and additional taxable value is anticipated, dependent on the future submittal and approval of future development.

AFTER ACTION STEPS

Staff will help facilitate building permits.

STAFF RECOMMENDATION

Staff recommend variances be forwarded to Village Board for First Reading on January 20, 2026.

ATTACHMENTS

1. Plan Commission Packet, which includes:
 - a. Petition for Development Review
 - b. Applicant's Variance Request Narrative
 - c. Letter from Applicant to Plan Commission
 - d. Plat of Annexation
 - e. Engineering Plans
 - f. Architectural Plans
 - g. Public hearing notice
2. Plan Commission Presentation
3. Draft Ordinance



VILLAGE PRESIDENT

JEFFERY J. PRUYN

VILLAGE CLERK

JODY A. CONIDI

VILLAGE ADMINISTRATOR

CARIE ANNE ERGO

VILLAGE TRUSTEES

JEFF AIANI

MELISSA CHRISTENSEN

BRENDAN DALY

DINO GAVANES

ELLEN LEAHY

PATRICK POWERS

MEMORANDUM

TO: Carie Anne Ergo, Village Administrator
FROM: Natalie Crown, Community Development Planner
THROUGH: Kurtis Pozsgay, Community Development Director
DATE: December 2, 2025
SUBJECT: Variances for a Single-Family home for 19W076 Granville Avenue

RECOMMENDED MOTION: Move to Approve the variances for the development of a single-family home for 19W076 Granville Avenue, PC Case 25-018.

INTRODUCTION

The property is owned by the Chicago Title Land Trust Company, and Mario Gullo is the sole beneficiary of the trust. The current property has one existing home on the lot, which will be torn down to allow for the development of the new single-family home. The existing home is in a state of disrepair.

The property is currently in unincorporated DuPage County. The proposal is to annex the property into the Village with variances to allow the development of the proposed single-family home with accessory structures. The proposed home is a two-story, single-family residence with an attached garage. In the rear of the property, a cabana, pool, patio, and sport court are proposed. The proposal also includes a U-shaped driveway that extends along the east side-yard of the property.

The case first went to the Plan Commission in October. After initial discussion and review by the Plan Commission, the recommended motion for the October 15th meeting was to table the case so that adjustments to the plan could be made based on the Plan Commission's recommendation, and for questions raised at the meeting to be researched. At the November 19 Plan Commission meeting, the Plan Commission recommended approval of all variances with conditions and adjusted one variance at the meeting.

The variances being requested will allow for the U-shaped drive, a driveway on the east side of the property, a guard rail for stairs on the east side of the property, accessory structures beyond the square footage limit, an additional 6.5% of lot coverage, and a fence in the front-yard with gates for driveway access.

DISCUSSION

The lot will be zoned R-1 Single Family Residence District upon annexation into the Village. The lot is .91 acres with 100 ft. of frontage along Granville Avenue. The rear of the lot backs up to a Tollway-owned

property with no current or planned development on it. The Tollway property has frontage on Thorndale Avenue, which serves as a one-way exit ramp for IL 390.

The approval of the following variances with conditions are a condition of the annexation agreement:

1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
4. Variance to Sec. 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
6. Variance to Sec. 12.03.7 to allow two driveways.
7. Variance to Sec. 12.03.7 to allow a driveway within 5 feet of the interior property line.

Variances subject to the following conditions:

1. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted.
2. Driveway width may not exceed 24 feet at the property line.
3. A landscape plan is provided and approved at permitting by the Village.
4. A stormwater management plan following the Village Engineer's recommendations is provided and approved at permitting.

Originally, the front-yard setback request was for a 0-foot setback to allow a fence on the property line. Staff recommended denial of the front yard setback and, therefore, denial of the front yard fence. The variance was adjusted at the Plan Commission to allow a fence setback 8 feet from the front property line.

The property does not have a private well or private septic system. The property owner will follow all procedures and requirements to tie into the Village of Itasca water and sewer systems and retain water connections to DuPage County for landscaping purposes as permitted by the Itasca Code.

PUBLIC COMMENT

Public comments were made at both the October and November meetings. In October, four residents expressed concern about the front fence, both as an aesthetic and safety issue; expressed concern about flooding; cited a history of flooding on lots in the area; and expressed concern about the use of the side driveway, which is located with a 0-foot setback from the east property line. During the meeting, two residents submitted a letter and photographs of flooding in the area.

At the November meeting, the neighbors to the east had concerns about flooding on their property caused by a change in grade on 19W076 Granville Ave. The neighbors experience significant flooding on their lot and expressed concern that the driveway on the east of the property would cause more flooding.

The neighbor to the west was concerned about flooding as they also flood on their lot, the safety of the front fence, and about the proximity of the home, landscaping, A/C units, and window well to the west lot line. The neighbor noted that it looked like it would be difficult to access the rear of the property through the west side-yard.

A neighbor to the south echoed concerns about flooding, citing existing flooding on their lot. They were concerned that the development would negatively contribute to flooding in the area.

FISCAL IMPACT

The annexation would increase the property tax base for the Village, and additional taxable value is anticipated, dependent on the future submittal and approval of future development.

AFTER ACTION STEPS

Staff will help facilitate building permits.

STAFF RECOMMENDATION

Staff recommend variances be forwarded to Village Board for First Reading on December 2, 2025.

ATTACHMENTS

1. Plan Commission Packet, which includes:
 - a. Petition for Development Review
 - b. Applicant’s Variance Request Narrative
 - c. Letter from Applicant to Plan Commission
 - d. Plat of Annexation
 - e. Engineering Plans
 - f. Architectural Plans
 - g. Public hearing notice
2. Plan Commission Presentation
3. Draft Ordinance



Village of Itasca Community Development Department

550 W. Irving Park Road, Itasca, IL 60143
PHONE: 630-773-5568 | FAX: 630-773-0852
www.itasca.com

PUBLIC HEARING DATE: November 19, 2025

PC 25-018

TO: Village of Itasca Plan Commission
FROM: Natalie Crown, Community Development Planner
DATE: November 14, 2025
SUBJECT: Application for annexation and variations for a single-family home and accessory structures

GENERAL INFORMATION:

Applicants/Owners: Mario Gullo

Purpose: To annex 19W076 into the Village of Itasca boundaries and permit variations for new single-family development

Address: 19W076 Granville Ave.

PIN: #03-05-405-015

Zoning District: Unincorporated Itasca (Becoming R-1 Single Family Residence District)

LOCATION MAP:



BACKGROUND

PC 25-018 was heard at the October 15, 2025 Plan Commission hearing and continued to the November 19, 2025 meeting. Major discussion points from the October meeting were Stormwater management and drainage concerns, concerns with a fence on the front property line, discussion of need for two driveways, and requests for clarification on the following items: setbacks of items on West side of property, location of future public sidewalk in relation to a front fence, implementation of dry wells in Itasca, definition of accessory structure square footage. Responses to some of these items are provided in a new letter to Plan Commission from the applicant and staff's response is below:

- AC units are 4 feet from the West property line, which is permitted by section 4.06 of Itasca Code.
- Window well is 3 feet from the West property line and is generally considered an allowed encroachment
- Accessory Structures are measured by the square footage of the roof, as accessory structures are defined by Itasca code as anything under a roof and the intent of this regulation is to preserve open space and character
- A public sidewalk would be located within the public right of way typically 1 foot from the property line
- Dry Wells have been a Best Management Practice under DuPage County since 2008. Itasca is a partial waiver community, meaning the village follows DuPage County's stormwater management regulations. Dry wells are not required but are one of several options residents can use to provide necessary stormwater management

PROPOSAL

The property is owned by the Chicago Title Land Trust Company and Mario Gullo is the sole beneficiary of the trust. The current property has one existing home on the lot which will be torn down to allow for the development of the new single-family home. The existing home is in a state of disrepair.

The property is currently unincorporated DuPage County. The proposal is to annex the property into the village with variances to allow the development of the proposed single-family home with accessory structures. The proposed home is a two-story single-family residence with an attached garage. In the rear of the property, a cabana, pool, patio, and sport court are proposed. The proposal also includes a U-shaped driveway that extends along the east side-yard of the property.

The applicant will be seeking an annexation agreement with the village which will go before village board. This is to ensure water connections to the village and to DuPage County for landscaping purposes are preserved, and that the applicant is able to proceed with the proposed development in a way that both the applicant and village agree upon. After initial discussion and review by plan commission, the recommended motion for the October 15th meeting is to table the case so that adjustments to the plan can be made based on plan commission recommendation, and so that the Annexation Agreement may be approved by Village Board.

The variances being requested will allow for the U-shaped drive, a driveway on the east side of the property, a guard rail for stairs on the east side of the property, accessory structures beyond the square footage limit, additional 6.5% of lot coverage, and a fence on the front property line with gates for driveway access.

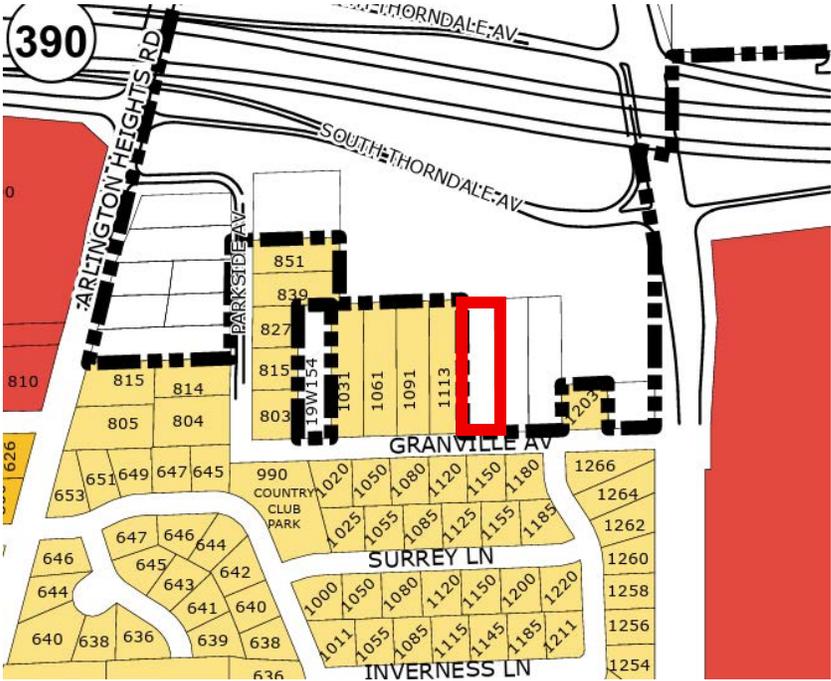
ZONING ANALYSIS

Characteristics of the subject property include:

- The lot is zoned R-1 Single Family Residence District.
- The lot is 40,000 s.f. in area with 100 ft. of frontage along Granville Avenue.
- The rear of the lot backs up to a Tollway owned property with no current or planned development on it. The Tollway property has frontage on Thorndale Avenue which serves as a one-way exit ramp for IL 390.

Characteristics of the surrounding area include:

- There are 8 properties with elongated lot lengths along Granville. 6 of those properties back up to the Tollway property
- The neighboring property to the West (1113 Granville Ave) was annexed into the village in 2012 and has a lot coverage of approximately 31%. The property has approximately 1,366 s.f. of accessory structures.
- The unincorporated neighboring property to the East has a lot of coverage of approximately 17%



VARIANCES

1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with a 0-foot front yard setback.
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5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
6. Variance to Sec. 12.03.7 to allow two driveways.
7. Variance to Sec. 12.03.7. to allow a driveway drive within 5 feet of the interior property line.

ENGINEERING REVIEW

A preliminary engineering review was completed to assess proposed elevation changes and proposed stormwater management strategies.

- The elevation of the home is 2.23 feet higher than existing grade.
- The elevation of the cabana is 4.03 feet higher than existing grade.
- The elevation of the pool is 3.7 feet higher than the existing grade.
- Retaining walls are provided along the East and West property lines to make up for the change in grade.

The following initial recommendations have been made by the Village Engineer to enhance stormwater detention:

- The retaining walls be a minimum of five feet (5') from the property lines for maintenance and drainage.
- Better defined swales be provided west of the proposed pool and cabana and around the proposed sport court toward the rear yard to the north. Grading should not block flow from the west.
- Enhanced swale is proposed along the east and west property lines toward the rear yard, and the proposed cleanout on the west be swapped for an additional catch basin to assist with drainage capture.

PUBLIC HEARING NOTICES

The required public hearing notices have been provided for this petition: A notice of public hearing was published on September 22, 2025 in the Daily Herald. Notices to property owners within 250 ft. excluding public rights-of-way were mailed by the applicant via certified mail on September 24, 2025.

PUBLIC COMMENTS

As of October 7th, 2025 the Village received two public comment submissions before the October 15, 2025 Plan Commission hearing. Both comments demonstrated concern with stormwater management, and concern with the front yard fence. One comment was concerned with the east side driveway and what the proposed use of this would be.

At the October 15, 2025 plan Commission hearing X residents gave public comment. Residents expressed concern toward the front fence both as an aesthetics and safety issue, expressed concern with flooding and cited a history of flooding on lots in the area, and expressed concern toward the use of the side driveway located with a 0 foot setback from the East property line. A letter and photographs of flooding in the area were submitted at the meeting by two residents (Exhibit F and Exhibit G). A complete summary of comments made by residents can be reviewed in the October 15, 2025 Plan Commission meeting minutes.

REQUIRED STANDARDS FOR VARIATIONS (FINDINGS OF FACT)

The applicants have provided a “Variance Request Narrative” attached as Exhibit B that addresses the standards for variations in Section 14.09-3 of the Zoning Ordinance. These responses may be accepted and adopted as part of the Plan Commission’s recommendation regarding the variation, as the Findings of Fact.

STAFF RECCOMENDATION

Staff recommends approval of 6 of the 7 variations with conditions. Staff is recommending denial of the request to reduce the front yard setback to allow for a fence on the front property line. A fence on the front property line is not recommended due to impact on neighborhood character and potential to create issues with driveway site visibility. Driveway gates set back from the property line will still be considered at permitting if they meet all other requirements.

Staff recommends approval of the other variations with the following conditions:

1. Permeable pavers must be used to construct the driveway in the front-yard and side-yard of the home.
2. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted. This closely follows the model being proposed as a text amendment to the Itasca Zoning Ordinance. It allows 1.5% more lot coverage than the text amendment will allow by right.
3. Driveway width may not exceed 24 feet at the property line.
4. A landscape plan is provided and approved at permitting by the Village.
5. A stormwater management plan following Village Engineer’s recommendations is provided and approved at permitting.

RECOMMENDED MOTION (Table)

I move table PC Case 25-018 and to continue the Public Hearing at the November 19, 2025 meeting of the Itasca Plan Commission.

EXHIBITS ATTACHED

- A. Petition for Development Review
- B. Applicant’s Variance Request Narrative
- C. Letter from Applicant to Plan Commission
- D. Plat of Annexation
- E. Engineering plans
- F. Architectural Plans
- G. Letter from resident
- H. Photographs of flooding from resident
- I. Public hearing notice



Petition for Development Review

Village of Itasca
 Community Development Department
 550 W. Irving Park Rd., Itasca, IL 60143
 Staff Contact: Ellen Weber
eweber@itasca.com | 630-228-5631

<i>For Office Use Only</i>		
Case # PC	Project Title:	
Fee Amount:	Date Paid:	Check #:
Plan Commission Hearing Date:		

Request (Check/Highlight All Applicable)

- | | | |
|---|---|---|
| <input type="checkbox"/> Re-Zoning/ Map Amendment | <input type="checkbox"/> Text Amendment | <input checked="" type="checkbox"/> Pre-/Annexation |
| <input type="checkbox"/> Planned Development | <input type="checkbox"/> Class I Site Plan | <input type="checkbox"/> Special Use |
| <input type="checkbox"/> Plat of Subdivision | <input checked="" type="checkbox"/> Variation | <input type="checkbox"/> Appeal |
| <input type="checkbox"/> Easement Dedication/Vacation | | |

Property Information
Property Address(es): 19W076 Granville Avenue, Itasca, IL 60143
P.I.N. Numbers: 03-05-405-015
Existing Use: Residential
Zoning: R-2 Single Family District (DuPage County) Lot Size (in Sq. Ft.): 39,981 SF
Project Description: Redevelopment of the subject property with a new single-family home with attached garage spaces and detached accessory cabana with pool.
Property Owner Information
Owner's Name(s) ¹ : Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423
Address: 10 S. LaSalle Street, Suite 2750, Chicago, IL 60603
Phone: 847-758-4857 E-Mail: gregory.kasprzyk@landtrustcompany.com
Petitioner Information (if different from Owner)
Petitioner's Name(s): Mario Gullo
Address: 19W076 Granville Avenue, Itasca, IL 60143
Phone: [REDACTED] E-Mail: [REDACTED]

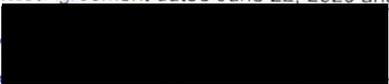
¹If the property is held in a trust, a letter naming all beneficiaries of the trust must be submitted as part of the application. Letter must be signed by authorized agent and notarized.

Petition for Development Review – Village of Itasca

With the submittal of this application, I hereby request that the Village of Itasca grant the approvals as noted for the subject property as described in the attached documents and specifications. In addition, by signing below, I certify the following:

1. All information contained in this application and accompanying documents is true and correct to the best of my knowledge.
2. I am solely responsible for compliance with the provisions of the Village of Itasca Municipal Code, Zoning Ordinance, Development Standards and Specifications, Subdivision Regulations, and any other ordinances, as well as the provisions, laws, and regulations of any other entity having jurisdiction over any facet of the matters coming before the Plan Commission and Village Board.
3. I permit entrance to the subject property by Village officials and their consulting staff as necessary for the purpose of inspections related to this request.
4. I acknowledge that as the Applicant, I am solely responsible for compliance with the provisions of the Village of Itasca Municipal Code, Zoning Ordinance, Development Standards and Specifications, Subdivision Regulations, and other ordinances, as well as the provisions, laws, and regulations of any other entity having jurisdiction over any facet of the matters coming before the Plan Commission and Village Board.
5. I acknowledge that all application fees are non-refundable and that I will be billed for all third-party fees incurred by the Village as part of the review of this application and accompanying documents.

Owner's/ Owner's Agent Printed Name: Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 0002983423

Owner's/ Owner's Agent Signature: 

Subscribed and Sworn to Before Me GREGORY KASPRZYK

This 9th Day Of September, 20 25


Notary Public

Trust Offices
"OFFICIAL SEAL"
MAURA ELIZABETH MANNING
Notary Public, State Of Illinois
Commission No. 984277
My Commission Expires 12/28 /2027



Petitioner's Printed Name: Mario Gullo

Petitioner's Signature: 

Subscribed and Sworn to Before Me

This 30 Day Of July, 20 25


Notary Public

OFFICIAL SEAL
HEATHER J MALDONADO
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 1/26/26

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

**Mario Gullo Residence
19W076 Granville Avenue
Development Review Petition**

Project Narrative

Mario Gullo is the “**Applicant**” for a proposed annexation into the Village of Itasca (the “**Proposed Annexation**”) and zoning relief for the subject property located at 19W076 Granville Avenue in unincorporated DuPage County (the “**Subject Property**”). Chicago Title Land Trust Company is the “**Property Owner**” of the Subject Property as Trustee under the provisions of the Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423. The Applicant is the beneficiary of the trust, which has authorized this application.

The Applicant intends to transform the Subject Property—which has been neglected and currently is in a condition of bad repair that adversely affects the value and use of neighboring properties—into a stunning, state-of-the-art single-family estate that will beautify the neighborhood and enhance the value and use of neighboring properties.

Subject Property

The Subject Property consists of approximately 40,000 square feet of site area. It is improved with an aging, boarded-up single-family home that contains approximately 2,272 square feet of floor area. The Subject Property is bounded by the Elgin-O’Hare Tollway to the north (including a stormwater detention area for the tollway); a single-story, single-family home in unincorporated DuPage County to the east; Granville Avenue to the south; and a two-story single-family home in the Village of Itasca (the “**Village**”) to the west.

The surrounding area is developed with a mix of the highway and office uses to the north; residential and utility uses to the east; residential uses to the south; and residential and medical uses to the west. The Subject Property is currently zoned as part of the DuPage County R-2 Single Family Residence District. The nearest Village zoning districts include the R-3 General Residence District to the north; the R-1 Single Family Residence District and B-2 Community Business District to the east; the R-1 District to the south; and the R-1 District to the west. Nearby properties to the west are zoned as part of the Village’s R-1, R-2, R-3, and B-2 Districts.

Proposed Home

The Applicant proposes to redevelop the Subject Property with a high-quality single-family home measuring approximately 33’-11.5” in height, containing a total of approximately 12,398 square feet of interior floor area, and consisting of a main house with four bedrooms, six bathrooms, two attached garages, and a detached cabana, pool, sport court, and lush landscaping (collectively, the “**Proposed Home**”).

The Proposed Home will feature an attractive front entry with a decorative brick and metal fence, landscaping along Granville Avenue, a semicircular driveway surrounding a landscaped island, landscaped areas lining the east and west sides of the house, and a house with a front elevation consisting of an attractive mix of brick, limestone, other stone, and decorative metal components with a slate shingle roof. The design will complement and be compatible with surrounding homes on the block, many of which feature similar design themes and mixes of building materials.

The Proposed Home will include modern stormwater management infrastructure including grading to divert all stormwater to the north end of the site (away from Granville Avenue and neighboring properties to the east and west) into a dry well that exceeds the Village's detention standards. In the event of a 100-year-plus stormwater event, the dry well is designed to divert stormwater into the tollway detention basin to the north, thereby preventing any excess stormwater at the Subject Property from entering the neighboring residential properties or overburdening the Village's storm sewer system.

Proposed Annexation and Variations

The Applicant seeks annexation of the Subject Property by the Village and, in tandem with the Proposed Annexation, a zoning designation of the Subject Property as part of the Village's R-1 Single-Family Residence District (the "**R-1 District**"). The Proposed Annexation will comply with all Village requirements for annexation. The Proposed Home will conform to all bulk, density, and use requirements under the Itasca Zoning Ordinance (the "**Zoning Ordinance**") for the R-1 District, with the exception of the following requested variations:

- 1) Lot Coverage: A variation from Section 7.04.9 of the Zoning Ordinance to increase the maximum lot coverage from 40.0% to 46.5% to allow a total of approximately 18,632 square feet of lot coverage.¹
- 2) Accessory Building Area: A variation from Section 4.13.4.d of the Zoning Ordinance to increase the maximum accessory structure square footage from 864 square feet to 1,775 square feet to allow a cabana structure with approximately 852 square feet of enclosed space and 923 square feet of exterior space beneath a roof overhang.
- 3) Front Yard: A variation from Sections 4.20.4.d and 7.04.5.a of the Zoning Ordinance to reduce the minimum front yard setback from 30 feet to 0 feet to allow a decorative brick and metal fence along the front (south) property line.
- 4) Side Yard (West): A variation from Section 7.04.5.b of the Zoning Ordinance to reduce the minimum west side yard setback from 8 feet to 6 feet to allow a side stairwell guardrail.
- 5) Side Yard (Combined): A variation from Section 7.04.5.b of the Zoning Ordinance to reduce the minimum combined side yard setback from 20 feet to 6 feet.
- 6) Driveway-Lot Line Proximity: A variation from Section 12.03.7 of the Zoning Ordinance to allow a driveway within 5 feet of the east interior property line.
- 7) Two-Driveway Design: A variation from Section 12.03.7 of the Zoning Ordinance to allow two driveways (as a semi-circular driveway design).

¹ Approximately 1,388 square feet of the proposed 18,632 square feet of lot coverage (3.5% of the 46.5%) consists of a side access drive necessary to allow vehicular access to the rear of the Subject Property.

As described in the Applicant's Responses to Approval Standards (below), the requested relief is necessary due to the Subject Property's substantial depth and abutting tollway use. The Proposed Home will feature expansive landscaping, screening, and enhanced stormwater infrastructure to prevent any adverse impacts from the requested relief.

The Proposed Annexation and Proposed Home will constitute a natural addition to the Village of contiguous territory, with a zoning designation compatible with that of the immediate surrounding properties, and a new home that will be consistent with and contribute to the aesthetic and single-family residential character of the surrounding block. The proposal will increase the tax base of the Village by adding the Subject Property to the Village's territory and significantly increasing the assessed value of the Subject Property. The development will result in significant investment in the Subject Property that will benefit the entire community by replacing the existing, unsightly building with an attractive new home with new landscaping, stormwater infrastructure, and high-quality architectural elements.

**Mario Gullo Residence
19W076 Granville Avenue
Development Review Petition**

Responses to Approval Standards for Variations

Itasca Zoning Ordinance

Section 14.09.1 - Variations: *...the Zoning Board of Appeals shall have made a finding of fact based upon the standards herein prescribed that there are practical difficulties or particular hardships in the way of carrying out the strict letter of the regulations of this [Zoning] Ordinance.*

Applicant Response: The Applicant would face practical difficulties constructing the Proposed Home in conformance with the strict letter of the Zoning Ordinance due to the atypical depth of, lack of rear access to, and the nature of the abutting highway use to the rear of the Subject Property.

The Subject Property measures approximately 400 feet in depth, which is an atypical lot depth compared to the majority of the surrounding residential lots in the Village to the south, west, and north. As illustrated in the DuPage County GIS snapshot attached hereto as **Exhibit A**, the surrounding residential lots typically measure between approximately 130 and 250 feet in depth (with the exception of the four lots immediately west of the Property).

The Subject Property is directly bounded by the Elgin-O'Hare Tollway to the rear (north), including a stormwater detention area for the tollway. Furthermore, the north end of the Subject Property is restricted by a 10-foot wide public utility easement. Accordingly, the Subject Property must be developed in a way that allows utility, property maintenance, and emergency vehicles to access the rear of the lot when necessary without encroaching on the rear utility easement and abutting highway/stormwater use.

The atypical depth of the lot and adjacent highway use present practical difficulties in constructing the Proposed Home without the requested variations. The noise and air pollution from the highway use to the rear requires constructing residential improvements disproportionately near the front of the Subject Property. In turn, concentrating the residential improvements in the Proposed Home toward the front of the Subject Property creates the need for the requested front and side yard variations. Denial of the variations would require greater exposure to the highway, posing health and safety concerns.

Relatedly, the proposed west side setback is necessary to provide a safety guardrail for the exterior stairs on the west side of the proposed house. Denial of the west side setback variation would require removal of a staircase that provides an important means of egress from the house (nearest the emergency generator and A/C compressors on the east side) or removal of the guardrail that supports safe use of the staircase, in each case compromising safety.

Furthermore, the atypical lot depth and abutting tollway use require providing all means of site access and access-related improvements from the front of the Subject Property. Residential lots without direct rear access are often shallower and abut uses at the rear of the lot over which rear access can be arranged when necessary or in the case of emergency. Alternatively, residential lots with rear yards that abut an alley or a street have rear access that can provide direct access for property maintenance and emergency vehicles from the rear. By contrast, for

the Subject Property, the proposed east side access drive is necessary to provide safe vehicular access to the rear of the site for stormwater utility, property maintenance, and, when necessary, emergency vehicles and personnel. Unlike many other lots, the Subject Property lacks rear access and the abutting highway and easement effectively eliminate the possibility of rear access over the abutting property to the north. A driveway connecting the front of the lot to the rear of the lot, therefore, is necessary to provide rear access.

The paved area for the proposed side access drive requires the following variations: (1) lot coverage increase; (2) east side setback reduction; (3) driveway-lot line proximity; and (4) two-driveway design. With regard to the lot coverage variation, approximately 1,388 square feet of the proposed 18,632 square feet of lot coverage (3.5% of the 46.5%) consists of the side access drive, which is necessary to provide safe and sufficient means of vehicular access. With regard to the east side setback and driveway-lot line proximity variations, the side access drive must be located within five feet of the east interior lot line because, as explained above, the atypical lot depth and abutting tollway use require orienting both the residential home and the means of access toward the front of the Subject Property. That frontward orientation requires locating the access drive along the east interior lot line. With regard to the two-driveway variation, the Proposed Home features an undivided semicircular driveway design (with two curb cuts) that is treated as two separate driveways under the Zoning Ordinance. The Proposed Home cannot provide sufficient means for vehicular access to the primary house and the rear of the Subject Property for standard property maintenance, stormwater infrastructure maintenance, and potential emergency vehicle access without the proposed driveway design. Specifically, the side access drive must remain accessible for potential utility and emergency vehicles even when residential vehicles are entering or parked near the front of the Subject Property. The semicircular driveway design ensures sufficient access to the rear via the proposed side drive, without the risk of side drive blockage, by providing two curb cuts along Granville Avenue.

The Proposed Home includes design elements that mitigate any potential adverse impacts of the requested variations on the surrounding area. As illustrated on the Site/Landscape Plan included with this application, the Proposed Home features extensive perimeter landscaping and decorative fencing along the front and side property boundaries, providing an aesthetically pleasing buffer that screens other lot improvements from view.

Furthermore, the Proposed Home will feature site grading and a modern on-site dry well designed to ensure: (1) all stormwater from the site drains south toward the rear of the property, into the proposed dry well and the Village's storm/sewer system; (2) sufficient on-site detention will exist to prevent overburdening the Village storm/sewer system in the event of a 100-year storm; and (3) in the event of a 100-plus-year storm, all stormwater will drain into the highway stormwater basin to the north, rather than to the east, west, or south. The modern stormwater infrastructure will prevent any stormwater from the site from draining onto neighboring residential properties or overburdening the Village's storm sewer system.

Section 14.09.3.a: ...the Zoning Board of Appeals shall have made findings based upon the evidence presented to it in the following specific cases:

- 1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located;***

Applicant Response: The Applicant intends to reside at the Subject Property upon completion of the Proposed Home, rather than market the site. Accordingly, the Applicant is not seeking a particular return from the development. However, if the requested variations were denied, the Applicant would be forced to substantially reduce the exterior screening, interior living area, and safety-related improvements (including the east side access drive and west side stairway guardrail) to a degree that would render the site practically infeasible for the Applicant's home.

2. That the plight of the owner is due to unique circumstances; and

Applicant Response: The difficulties faced by the Applicant relate to the Subject Property's unique lot depth and abutting highway use. Those conditions are unique and not generally applicable to residential property in the Village of Itasca or the R-1 District.

3. That the variation, if granted, will not alter the essential character of the locality.

Applicant Response: The requested variations will not alter the character of the locality. Rather, they will allow a development compatible with the character of the surrounding neighborhood. The area surrounding the Subject Property is characterized by single-family homes featuring a mixture of designs and building materials, including several two-story homes with similar brick, stone, and shingle design components; rear amenities (e.g., pools, sport courts); and two-driveway/semicircular driveway designs with driveways abutting or near interior lot lines. The Proposed Home will replace a vacant, boarded-up single-family house with a new two-story home featuring brick, stone, and shingle exterior components; new perimeter landscaping; rear amenities; and driveway design components that are consistent with and complement the character of the surrounding residential development. In allowing the Proposed Home, the requested variations will reinforce, complement, and enhance the single-family character of the surrounding area.

Section 14.09.3.b: ...the Zoning Board of Appeals shall also, in making this determination whether there are particular difficulties or particular hardships, take into consideration the extent to the following facts favorable to the applicant, have been established by the evidence:

1. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out;

Applicant Response: The particular physical characteristics and topographical conditions on and surrounding the Subject Property would generate more than mere inconvenience if the Proposed Home could be constructed only in strict compliance with the Zoning Ordinance.

Specifically, the Subject Property is an atypically deep lot (400 feet), which abuts a tollway use and stormwater basin to the rear. As further described in the Applicant's response to Section 14.09.1 of the Zoning Ordinance (above), constructing the Proposed Home on an extra-deep lot with an abutting tollway use to the rear requires providing on-site means of site access that necessitates the proposed lot depth, setback, and driveway location and design variations, without which maintenance and emergency vehicles could not efficiently access the full depth of the site whenever necessary. Furthermore, the rear location of the (stormwater-related) public utility easement and tollway detention area necessitate that the Proposed Home be constructed

with the residential improvements toward the front, with grading and open space to facilitate drainage toward the rear. Finally, the noise and air pollution associated with the tollway use abutting the rear of the Subject Property further reinforces the need to orient residential improvements toward the front of the site. These improvements include the stairway guardrail, side access drive, and front fence that require setback and driveway-lot line proximity variations. Without the requested variations, the Subject Property would not be suitable for the Applicant's intended use, which would impose a particular hardship on the Applicant.

2. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification;

Applicant Response: The conditions that pose the practical difficulties on which the requested variations are based are not generally applicable to properties in the R-1 District. The R-1 District includes numerous residential lots that are substantially less than 400 feet deep and do not abut a tollway and stormwater basin to the rear.

3. That the purpose of the variation is not based exclusively upon a desire to make more money from the property, or merely for the convenience of the owner;

Applicant Response: The requested variations are not based exclusively on a desire by the Applicant to make more money from the Subject Property or for the convenience of the Applicant. Rather, they are based on a desire by the Applicant to construct a safe and comfortable personal residence for himself and his family. The Applicant intends to live at the Subject Property in the Proposed Home, not to make money from the project. The requested variations are necessary primarily to: (1) buffer the residence from noise and air pollution generated by the highway; (2) allow for effective stormwater management for the protection of adjacent properties and the Village's stormwater system; and (3) provide for (a) a safe and sufficient means of vehicular access to the front and rear of the Subject Property; (b) sufficient access to the Proposed Home's emergency generator and condenser; and (c) a safety guardrail for safe access in/out of the west side of the Proposed Home.

4. That the alleged difficulty or hardship has not been created by any person presently having an interest in the property;

Applicant Response: The practical difficulties relate to the lot depth and abutting tollway uses that were not created by the Applicant or Property Owner. Pursuant to the Trustee's Deed attached hereto as **Exhibit B**, the Property Owner acquired the Subject Property on June 17, 2020. Pursuant to the legal description in the Trustee's Deed, the lot that constitutes the Subject Property was established as part of the Leuhring's Lawrence Avenue Gardens subdivision, which was recorded on June 16, 1949. Upon information and belief, the abutting segment of the Elgin O'Hare Tollway was constructed in the mid-1990s.

5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or

Applicant Response: The requested variations will not be detrimental to public welfare or injurious to property or improvements in the neighborhood. Rather, the Proposed Home will enhance the public welfare and benefit the use and enjoyment of other properties and improvements in the neighborhood. The front setback variation will allow an attractive decorative

metal and brick entry fence that, together with extensive landscaping, will complement and improve the aesthetic character of the neighborhood. The side setback, driveway-lot line proximity, and two-driveway design variations will allow for improvements that are necessary for safety and that will not impact neighboring property owners. Notwithstanding the requested setback/proximity variations, the Proposed Home will be located approximately 53.38 feet from the front property line, well beyond the 30-foot minimum front setback; 12 feet and 8.13 feet from the east and west side property lines, beyond the 8-foot minimum side setback; and 284 feet from the rear property line, well beyond the 40-foot minimum rear setback.

The lot coverage and accessory building area variations relate to improvements that will be screened from neighboring properties by perimeter landscaping and fencing. The proposed stormwater grading and dry well will, in tandem, funnel all on-site stormwater to the rear of the property, effectively detain stormwater up to 100-year flood levels, and in the case of a more-than-100-year flood, direct excess stormwater to the tollway stormwater detention basin rather than the Village's storm sewer.

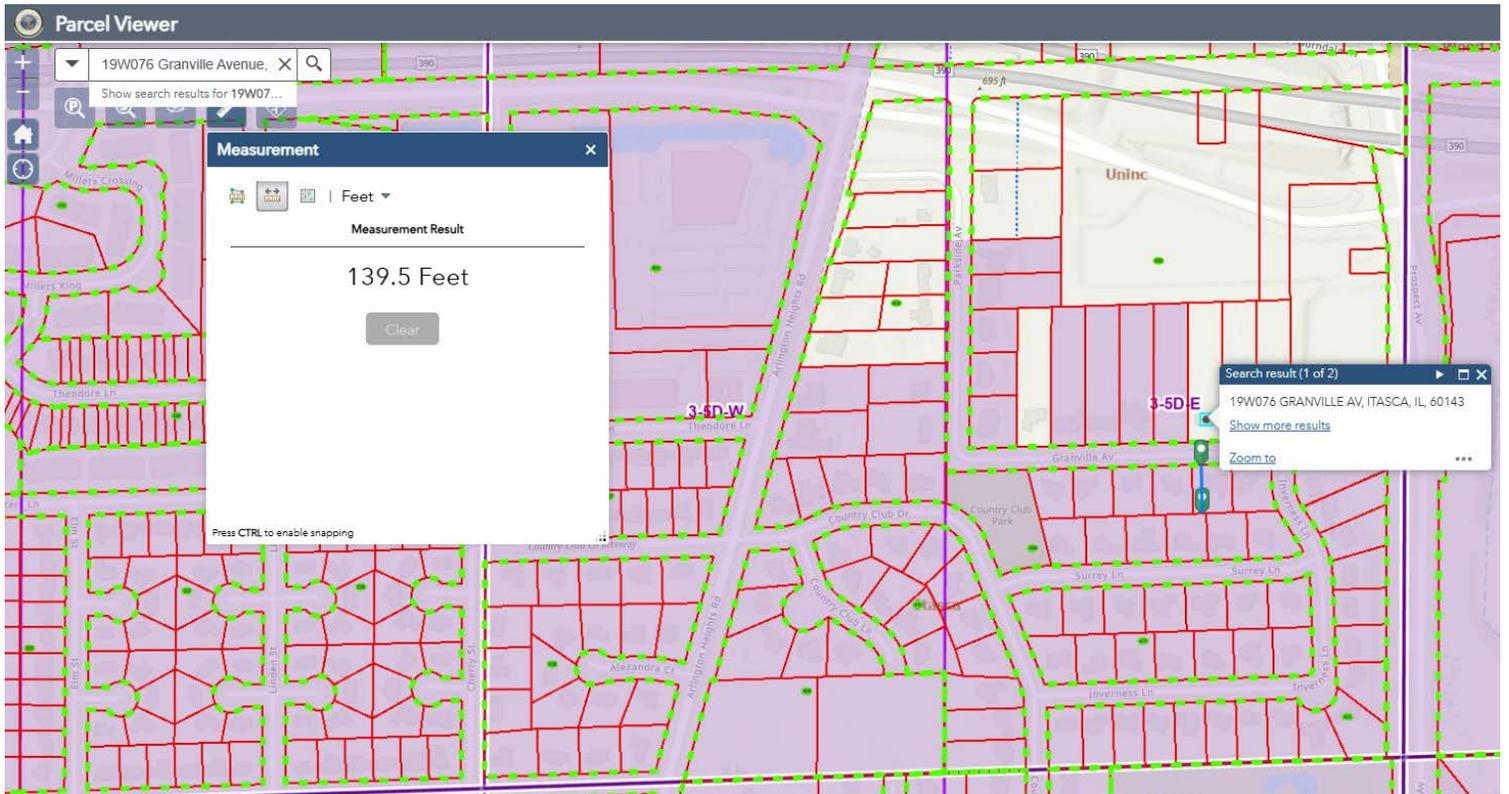
The Proposed Home will result in significant investment in the site to replace a deteriorating and vacant single-family home with a modern new development that will contribute to the Village's tax base and the surrounding community. The Proposed Home, therefore, will benefit both the public and neighboring property owners.

6. *That the proposed variation will not impair an adequate supply of light on adjacent property or substantially increase the danger of fire or otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.*

Applicant Response: The requested variations will neither impair an adequate supply of light to adjacent properties nor negatively impact fire safety, public safety, or property values in the neighborhood. The bulk of the primary house and accessory cabana structures will, collectively, be set back approximately 53.38 feet from the front (south) property line, 8 feet from the west side property line, and 12 feet from the east side property line—distances sufficient to preserve light to the adjacent properties. The Proposed Home will feature modern stormwater management, fire suppression, and security systems that will not diminish, but rather will enhance, safety at the Subject Property. Furthermore, the Proposed Home will replace a vacant, aging structure with a new home occupied by the Applicant's family, providing additional "eyes on the street" to contribute to public safety. The Proposed Home will otherwise positively contribute to the aesthetic character and quality of improvements in the neighborhood.

Exhibit A

DuPage County GIS Snapshot



Dimension shown above is the approximate lot depth of the parcel located at 1150 Granville Avenue, Itasca, IL 60143, directly south of the Subject Property.

Exhibit C

Trustee's Deed

**TRUSTEES'S DEED
(ILLINOIS)**

07 Dale
206NW332083WH/100

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
07/13/2020 09:14 AM

RHSP
COUNTY TAX STAMP FEE 80.00
STATE TAX STAMP FEE 160.00

DOCUMENT # R2020-073454

Above Space for Recorder's Use Only

This Agreement made this 17th day of June, 2020, between **John D. Teschke and Kenneth C. Teschke, Co-Trustees of the TESCHKE FAMILY REVOCABLE LIVING TRUST DATED OCTOBER 11, 1999, Grantors, and CHICAGO TITLE LAND TRUST COMPANY** a Corporation of Illinois whose address is 10 S. LaSalle St., Suite 2750, Chicago, IL 60603, as Trustee under the provisions of a certain Trust Agreement dated June 19, 2020 and known as Trust Number 8002383423, Grantee,

WITNESSES: The Grantors in consideration of the sum of (\$10.00) Ten and No/100 dollars receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantors as said Successor Trustees and of every other power and authority the Grantors hereunto enabling, does hereby convey and quit claim unto the Grantees, in fee simple, the following described real estate, situated in the County of DuPage, State of Illinois, to Wit:

LOT 17 IN LEUHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

together with the tenements, hereditament and appurtenances thereunto belonging or in any wise appertaining.

Permanent Real Estate Index Number(s): **03-05-405-015**

Address(es) of Real Estate: **19W076 GRANVILLE AVENUE, ITASCA, IL 60143**

TO HAVE AND TO HOLD said real estate and appurtenances thereto upon the trusts set forth in said Trust Agreement and of the following uses:

1. The Trustees (or Trustees, as the case may be), is invested with the following powers:
 - (a) to manage, improve, divide or subdivide the trust property or any part thereof, (b) To sell on any terms, grant options to purchase, contract to sell, to convey with or without consideration, to convey to a successor or successors in trust, any or all of the title and estate of the trust, and grant to such successor or successors in trust all the powers vested in the Trustees. (c) To mortgage, encumber or otherwise transfer the trust property, or any interest therein, as security for advances or loans. (d) To dedicate parks, streets, highways, or alleys, and to vacate any portion of the premises. (e) To lease and enter into leases for the whole or part of the premises, from time to

time, but any such leasehold or renewal shall not exceed a single term of 199 years, and to renew, extend or modify any existing lease.

2. Any party dealing with the Trustees with regard to the trust property, whether by contract, sale, mortgage, lease or otherwise, shall not be required to see to the application of the purchase money, loan proceeds, rental or other consideration given, nor shall be required to see that the terms of the trust have been complied with, or to inquire into the powers and authority of the Trustees, and the execution of every contract, option, deal, mortgage or other instrument dealing with the trust property, shall be conclusive evidence in favor of every person relying upon or claiming under such conveyance or other instrument, that at the time of the execution and delivery of any of the aforesaid instruments, the Trust Agreement above described was in full force and effect; that said instrument executed was pursuant to and in accordance with the authority granted the Trustees, and is binding upon the beneficiary or beneficiaries under said Trust Agreement; and if said instrument is executed by a successor or successors in trust, that he or they were duly appointed and are fully invested into the title, estate, rights, powers and duties of the preceding Trustees.

3. The interest of each and every beneficiary under said Trust Agreement and hereunder, and of all person claiming under any of the beneficiaries, shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the trust property and such interest is hereby declared to be personal property only, and the beneficiary or beneficiaries of the trust shall not have any title or interest therein, legal or equitable, except as stated.

4. In the event of the inability, refusal of the Trustees herein named, to act, or upon his removal from the County Per the Trust Agreement is then appointed as Successor Trustees herein with like powers and authority as is vested in the Trustees named herein.

All of the covenants, conditions, powers, rights and duties vested hereby, in the respective parties, shall inure to and be binding upon their heirs, legal representatives and assigns.

If the title to any of the above real estate now is or hereafter shall be registered, the Registrar of Titles is directed not to register or note the Certificate of Title, duplicate thereof, or memorial, the words, "in trust" or "upon condition", or "with limitation" or words of similar import, in compliance with the statute of the State of Illinois in such case made and provided.

The Grantors hereby waive and release any and all right and benefit under and by virtue of the Statutes of the State of Illinois providing for the exemption of homestead from sale or execution or otherwise.

IN WITNESS WHEREOF, the Grantor(s), as Co-Trustees as aforesaid, hereunto set their hands and seals the day and year first above written.



**John D. Teschke, Co-Trustee, of the
TESCHKE FAMILY REVOCABLE
LIVING TRUST DATED OCTOBER 11,
1999**

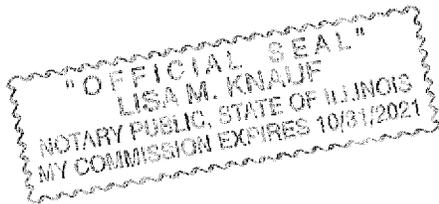
STATE OF ILLINOIS)
)ss
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that John D. Teschke, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument his free voluntary act as such Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of June, 2020.



NOTARY PUBLIC



Commission expires 10/31/2021

IN WITNESS WHEREOF, the Grantor(s), as Co- Trustees as aforesaid, hereunto set their hands and seals the day and year first above written.

**Kenneth C. Teschke, Co-Trustee, of the
TESCHKE FAMILY REVOCABLE
LIVING TRUST DATED OCTOBER 11,
1999**

STATE OF OHIO)
)ss
COUNTY OF MAHONING)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Kenneth C. Teschke, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument his free voluntary act as such Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of June, 2020.



**NOTARY PUBLIC
PAMELA BRETKO
Notary Public, State of Ohio
Commission expires My Commission Expires
DECEMBER 6, 2020**

This instrument was prepared by: Lisa Knauf, Attorney at Law, Knauf Law Office PC, 221 E. Lake Street, Ste 101, Addison, IL 60101

MAIL TO:

Chicago Title Land Trust Co
10 S. LaSalle St
#2150
Chicago, IL 60603

SEND SUBSEQUENT TAX BILLS TO:

Chicago Title Land Trust
800 238 3423
10 S. LaSalle St #2150
Chicago IL 60603

Karl D. Camillucci
312.836.4085
kcamillucci@taftlaw.com

November 10, 2025

VIA E-MAIL

Village of Itasca Plan Commission
ATTN: Jeffrey Holmes, Chair
550 West Irving Park Road
Itasca, Illinois 60143

**Re: 19W076 Granville Avenue – Proposed Variations
Plan Commission Questions and Comments**

Dear Chair Holmes and Members of the Plan Commission,

As you are aware, we represent Mario Gullo (the “**Petitioner**”), who seeks annexation into the Village of Itasca (the “**Proposed Annexation**”) and certain variations (the “**Proposed Variations**”) to redevelop the property located at 19W076 Granville Avenue in unincorporated DuPage County (the “**Subject Property**”) with a single family home for the Petitioner’s family (the “**Proposed Home**”).

At the Plan Commission hearing on October 15, 2025, members of the Plan Commission and community requested more information regarding aspects of the Proposed Home and Proposed Variations. This letter responds to those requests in advance of the continued public hearing to be held at the November 19, 2025 Plan Commission hearing.

1. Stormwater Requirement: What is the stormwater detention capacity requirement for the Proposed Home? Will the proposed drywell exceed it?

Petitioner Response: The Project Engineer for the Proposed Home, Raul Castaneda of Cemcon, Ltd., has informed us that the stormwater detention capacity requirement for the Proposed Home is governed by Best Management Practices (the “**BMPs**”) under the DuPage County Stormwater & Floodplain Ordinance (the “**Stormwater Ordinance**”). Specifically, Section 15-64.C.1 of the Stormwater Ordinance provides that the BMP for stormwater “volume control [for all new impervious surfaces at

development sites] shall be calculated as the product of the new impervious area and a 1.25-inch rainfall event.”

As indicated on the Engineering Site Plan attached hereto as **Exhibit A**, the required stormwater detention capacity for the Proposed Home is 1,692 cubic feet pursuant to the following equation: (16,241 square feet of new impervious surface [x] 1.25 inch rainfall event) ÷ 12 months = 1,692 cubic feet. As illustrated on the Engineering Site Plan, the proposed drywell for the Proposed Home will exceed the requirement by providing approximately 1,714 cubic feet (approximately 12,819 gallons) of stormwater detention capacity.

In the Plan Commission Staff Report for PC 25-018 dated October 7, 2025 (the “**Staff Report**”), Community Development staff recommended, as a condition of approval of the Proposed Variations, that the Petitioner provide 1.25 times the amount of proposed stormwater volume for the 6.5% of additional lot coverage to be permitted. The Petitioner would accept that condition if the Proposed Variations are approved.

2. Stormwater Drainage: Will the Proposed Home cause any stormwater to run onto neighboring properties?

Petitioner Response: No, the Proposed Home will not cause stormwater to run onto neighboring properties.

As illustrated on the Existing Stormwater Drainage Exhibit attached hereto as **Exhibit B**, stormwater that falls on the Subject Property north of the existing house drains north toward the rear of the site and the adjacent Elgin-O’Hare Tollway property. Stormwater that falls south of the existing house drains south toward Granville Avenue. This is consistent with the stormwater drainage patterns of the adjacent residential properties to the east and west of the Subject Property, except that some stormwater from the adjacent property to the east (19W068 Granville) drains northwest toward the Subject Property, and some stormwater from the adjacent property to the west (19W090 Granville) drains east and northeast toward the Subject Property.

As illustrated on the Proposed Stormwater Drainage Exhibit attached hereto as **Exhibit C** and the Engineering Grading Plan attached hereto as **Exhibit D**, the Proposed Home will: (1) preserve the existing pattern of stormwater drainage at the Subject Property insofar as stormwater will drain to the north (toward the Tollway) and south (toward Granville Avenue) rather than onto any neighboring residential properties; and (2) improve stormwater detention at the Subject Property through drainage, drywell, grading, and swale improvements. The Subject Property does not currently feature a drywell. The Proposed Home will include a new drywell with approximately 1,714 cubic feet (12,819 gallons) of volume. Furthermore, the proposed swales, retaining walls, drainage structures, and positive drainage slopes will be constructed at the Subject Property to

reinforce proper stormwater drainage, including no drainage onto neighboring residential properties. The new improvements will prevent stormwater from draining onto neighboring residential properties. The Staff Report includes recommended conditions of approval related to stormwater detention volume and swale improvements. The Petitioner would accept those conditions if the Proposed Variations are approved.

3. Future Sidewalk: Would the Proposed Home leave sufficient space for a future sidewalk along Granville Avenue?

Petitioner Response: Yes, the Proposed Home would leave sufficient space for installation of a future sidewalk on the north side of Granville Avenue consistent with Village standards.

As illustrated on the Conceptual Sidewalk Exhibit attached hereto as **Exhibit E**, the Proposed Home will be built entirely within the boundaries of the Subject Property owned by Petitioner, leaving approximately 26.65 feet of unimproved public right-of-way located between the north edge of the pavement on Granville Avenue and the south boundary of the Subject Property.

Pursuant to Section 6.03.A.9 of the Village of Itasca Development Standards & Specifications (the "**Development Standards**"), public sidewalks should be 5 feet in width unless otherwise approved by the Village. As illustrated on Exhibit E, the approximately 26.65 feet of space within the right-of-way between the north edge of the pavement on Granville Avenue and the south lot line of the Subject Property leaves ample room for a five-foot-wide sidewalk. Furthermore, as shown on Exhibit E, sufficient space exists to allow an approximately 17-foot-long car to temporarily stand in the portion of the proposed driveway located to the south of the sidewalk to allow pedestrians to cross the sidewalk before the vehicle enters the Subject Property. Moreover, the proposed gates would open to the north, into the Subject Property, and would not obstruct the sidewalk. Accordingly, the design of the Proposed Home leaves ample space for a future sidewalk on the north side of Granville Avenue and ensures that cars entering the Subject Property would not negatively impact the sidewalk or any pedestrians.

4. Setbacks and Obstructions: What are the proposed setback dimensions on each side of the Proposed Home? What are the dimensions to permitted obstructions in the proposed setbacks?

Response:

Front Setback (South): The primary house structure will be set back approximately 53.38 feet from the front property line. The minimum front yard setback in the R-1 Single-Family Residence District (the "**R-1 District**") is 30 feet. The proposed front gate and fence, however, would be located on the front property line. Because the fence and gate

are not permitted obstructions in the setback under Section 4.06.8 of the Itasca Zoning Ordinance (the “**Zoning Ordinance**”), the proposed front yard setback is 0 feet.

Side Setback (East): The primary house structure will be set back approximately 12 feet from the east property line. The minimum side yard setback standard in the R-1 District is 8 feet per side setback and 20 feet combined. Nevertheless, the east side setback is considered 0 feet because, pursuant to Sections 12.03.1.a(3) and 12.03.8 of the Zoning Ordinance, access driveways must be set back at least 5 feet from a side property line. At its easternmost point, the proposed east side access drive would be located adjacent to the east property line.

Side Setback (West): The primary house and cabana structures will be set back approximately 8 feet from the west property line. The minimum side yard setback standard in the R-1 District is 8 feet per side setback and 20 feet combined. The proposed guardrail for the stairwell located west of the house is not a permitted obstruction within the side setback. The guardrail is located 6 feet from the west property line and, therefore, the proposed west side yard setback is 6 feet.

Please note that the proposed AC compressor/generator facilities and the proposed lightwell on the west side of the house will be located approximately 4 feet and 3 feet from the west property line, respectively. Each are permitted obstructions in the side setback. The AC/generator facilities are permitted under Section 4.06.8 of the Zoning Ordinance and the lightwell will be located entirely below grade.

Rear Setback (North): The proposed rear yard setback is 284 feet. The setback is measured from the rear side of the primary house structure because accessory structures, terraces, patios, decks, swimming pools, and adjacent hardscapes are permitted obstructions under Section 4.06.8 of the Zoning Ordinance. The minimum rear yard setback for interior lots in the R-1 District is 40 feet.

For additional setback and obstruction details, see the Architectural Site Plan attached hereto as **Exhibit F**.

5. Fence Dimensions and Location:

Petitioner Response: As illustrated on the Architectural Site Plan, the fence for the Proposed Home will consist of a decorative open fence connecting decorative brick piers with stone caps. The fence will provide a primarily transparent design as required under Section 4.20.6.a(3) of the Zoning Ordinance. The fence will be located entirely within the Subject Property and will not encroach onto any other private property or the Granville Avenue right-of-way. The fence will be located adjacent to the front (south), rear (north), and side (east and west) property lines. The fence will include two front driveway gates that will open into the Subject Property.

The fence will measure a maximum of 6 feet in height as permitted under Section 4.20.6.a(3) of the Zoning Ordinance. On the front (south) side of the Subject Property, the fence piers will measure 6 feet tall, 3 feet wide, and 3 feet deep and will be located on the east and west sides of the proposed driveways to anchor the retractable gates.

On the rear (north), east, and west sides of the Subject Property, the fence piers will measure 6 feet tall, 16 inches wide, and 16 inches deep, and will be interspersed in approximately 17-to-24 feet intervals along the side and rear property lines.

6. Cabana Roof/Accessory Floor Area: Does the unenclosed area surrounding the proposed cabana, located beneath the cabana roof overhang, count toward the maximum accessory structure square footage standard?

Petitioner Response: Pursuant to Section 4.13.4.d of the Zoning Ordinance, the maximum square footage of an accessory structure in the R-1 District is 864 square feet. The cabana at the Proposed Home will include approximately 852 square feet of fully enclosed space and 923 square feet of unenclosed space beneath the cabana roof overhang, for a total of 1,775 square feet. Although the Petitioner believed that the cabana complied with Section 4.13.4.d of the Zoning Ordinance, on July 9, 2025, Village Community Development staff informed the Petitioner that unenclosed area beneath the roof of a cabana counts toward the maximum accessory structure square footage standard. Accordingly, the Petitioner requested a variation to increase the maximum square footage for an accessory structure from 864 square feet to 1,775 square feet. We understand that the Plan Commission requested that staff review whether the unenclosed space under the cabana roof overhang should be included within the square footage of an accessory structure under Section 4.13.4.d of the Zoning Ordinance. If that unenclosed space is not included, no variation for the square footage of the cabana would be necessary.

Thank you for your attention to this application. Please feel free to contact us if you have any questions or require additional information.

Sincerely,

A solid black rectangular redaction box covering the signature of Karl D. Camillucci.

Karl D. Camillucci

Itasca Plan Commission
November 10, 2025
Page 6

KDC

Enclosures

cc: Kurtis Pozsgay, Community Development Director, Village of Itasca
Natalie Crown, Community Development Planner, Village of Itasca
Mario Gullo, Petitioner
Raul Castaneda, Cemcon, Ltd.
Justin Bucy, Cobu Architecture Studio
Braeden Lord, Taft Stettinius & Hollister LLP

Exhibit A
Engineering Site Plan

REDACTED

Exhibit B
Existing Stormwater Drainage Exhibit

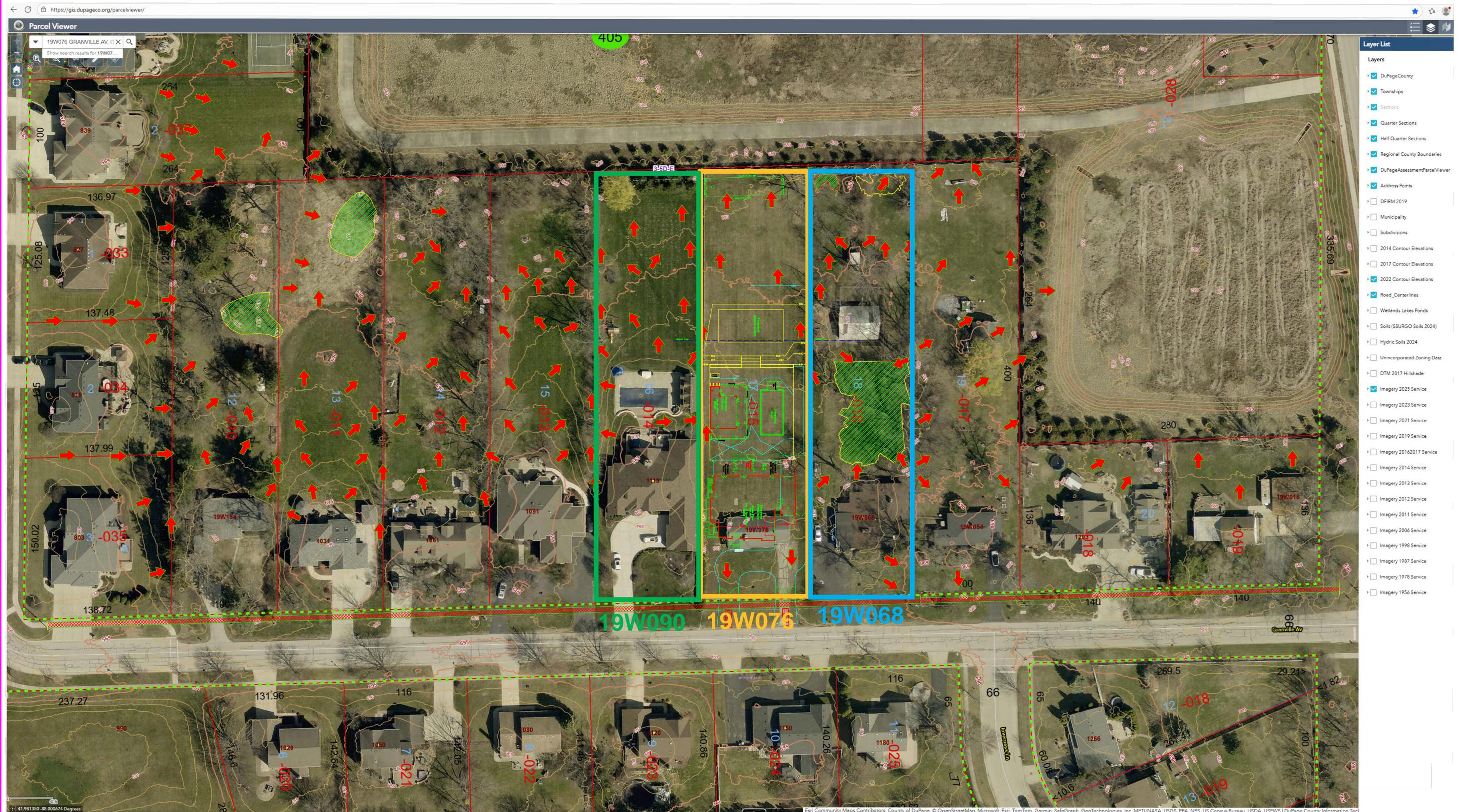
19W076



GIS MAP (<https://gis.dupageco.org/parcelviewer/>)
Existing Stormwater Subdivion Exhibit

DRAWING PATH: C:\WORK\MARIO\19W076 GRANVILLE AV QDS CONTRIBUTIONS
PLOT FILE CREATED: 10/29/2025 BY: ADMIN

Exhibit C
Proposed Stormwater Drainage Exhibit



GIS MAP (<https://gis.dupageco.org/parcelviewer/>)
 Proposed Stormwater Subdivion Exhibit

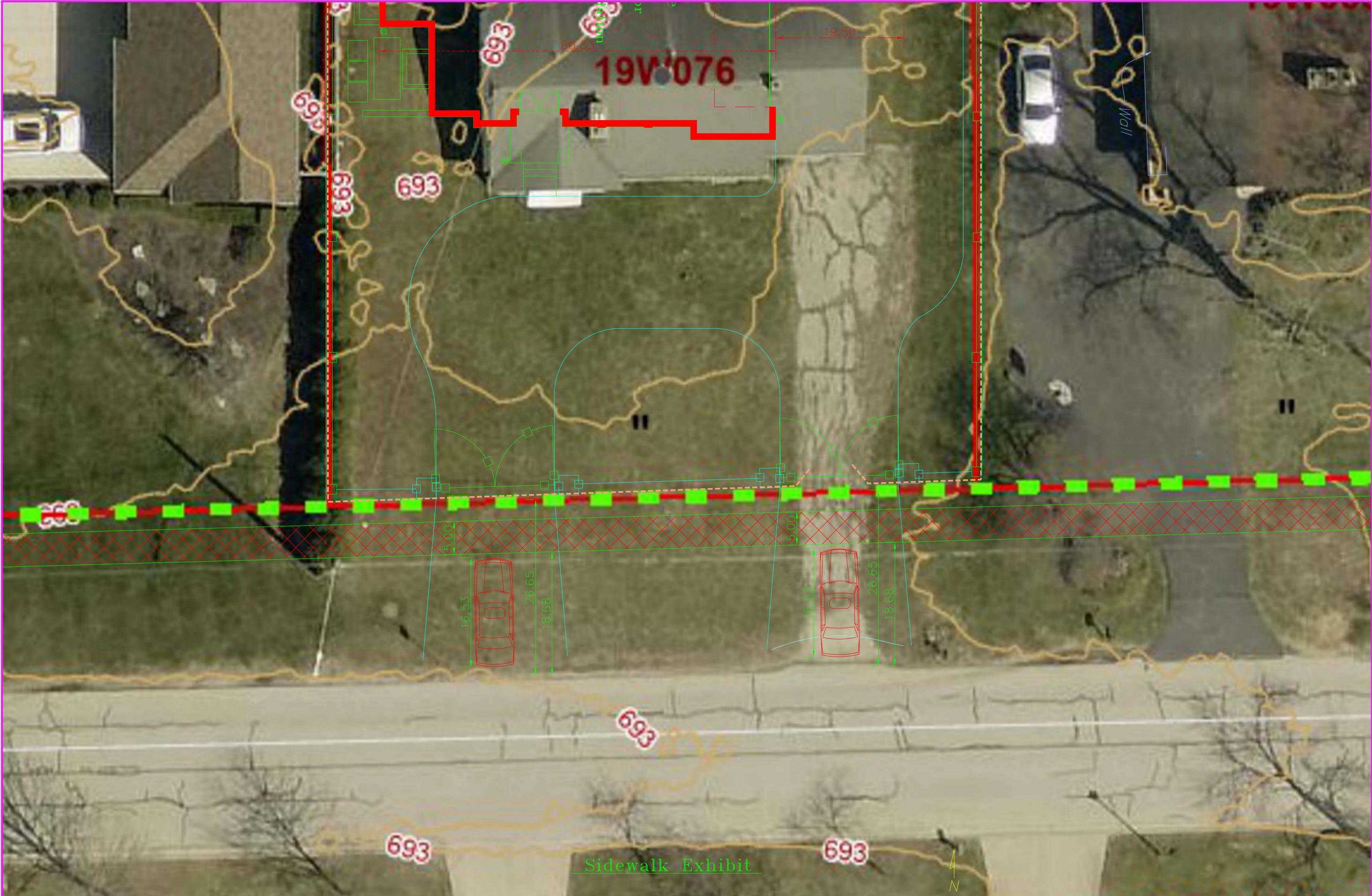
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 PLOT FILE CREATED: 10/29/2025 BY: ADMIN

Exhibit D
Engineering Grading Plan

REDACTED

Exhibit E
Conceptual Sidewalk Exhibit

DRAWING PATH: C:\USERS\MARIO\19076 GRANVILLE AVE 085 CONTRIBUTIONS
PLOT FILE CREATED: 1/7/2025 BY: ADMIN



Sidewalk Exhibit

Exhibit F
Architectural Site Plan

REDACTED

October 15th 2025

To.....Village of Itasca Planning Commission (Community Development Dept.)

From..... Sheila Berlen 1113 Granville Avenue Itasca, IL

Subject.....Concerns regarding variance/construction 19W076 Granville Avenue Itasca, IL

DRAINAGE: Taking up too much land coverage with an infrastructure can cause the following issues:

- Worsening flood damage on surrounding neighborhood properties
- High water tables can lead to basement flooding and ponding, especially when construction compacts ground and further restricts water infiltrations.
- This surge of water can overwhelm the capacity of existing storm water drainage systems and natural channels
- Public systems can no longer handle water issues, that's why there is abundance of flooding regarding overflowing of creeks, rivers, lakes and retention ponds

Variance Requests:

- Maximum lot coverage from 40% to 46.5%
- Accessory Structure is 864 square feet to 1775 square feet which includes all exterior perma-structures, there is more perma-structure than land absorbency
- According to A and B land coverage is going to be over 50%

Set Back:

- Front fence with a 0-foot front yard set-back should not be granted, being Itasca is in the process of placing sidewalks on North side of Granville Avenue
- Proper materials for brick paver driveway must be used for correct drainage

Variance (West Side):

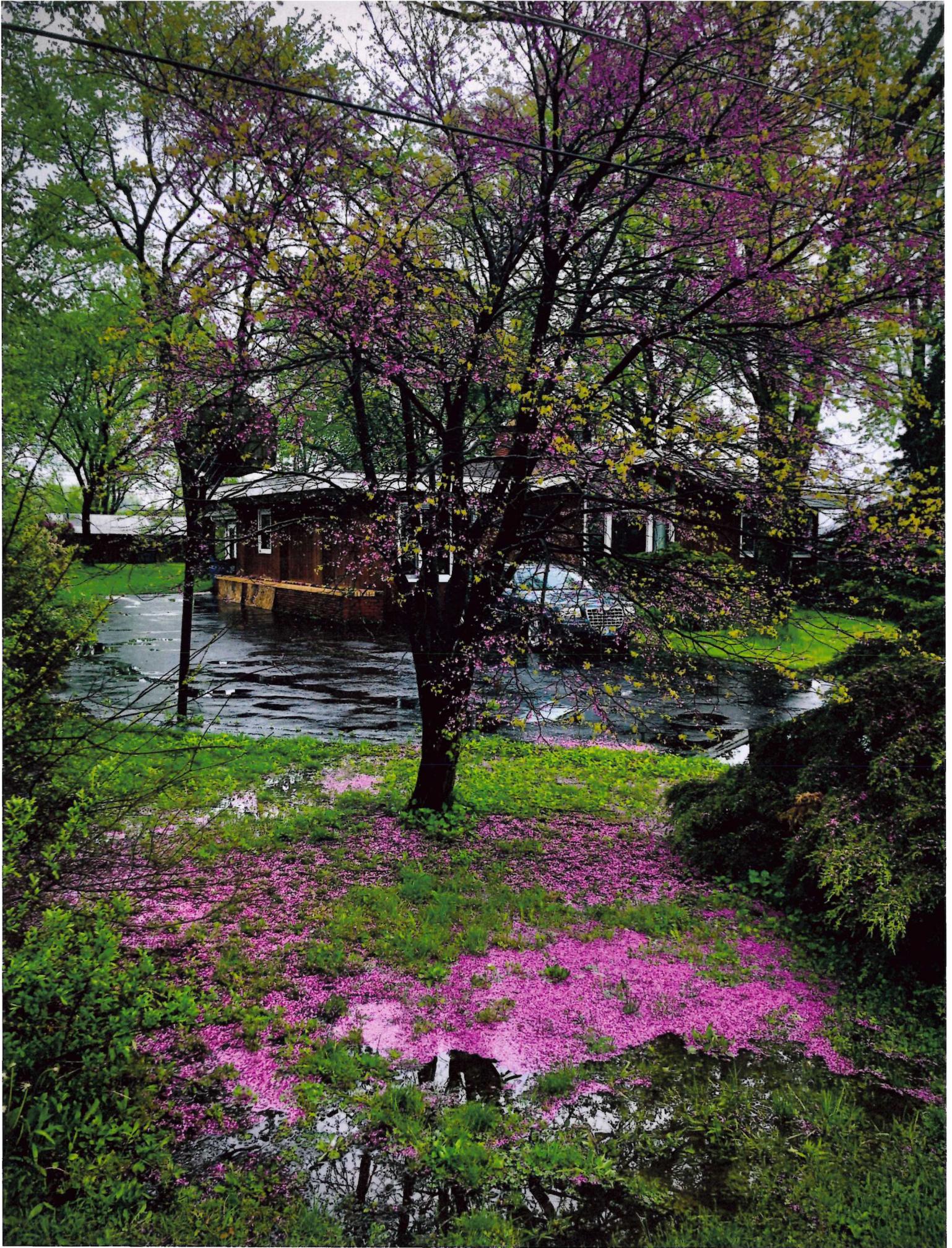
- Partial retaining wall on drawings as being showed should be continuous from front to rear of home to prevent flooding to neighbors
- Request for variance on west side regarding exterior stairs for basement is not a hardship and can be placed in another area
- The large three AC units and oversized generator create an invasion of privacy due to noise and other issues
- Variance causing no walking access due to extension of window well, stairwell guardrail, AC units and large generator. This is an encroachment on the entire west side of the properties
- Our existing fence was installed according to Village of Itasca ordinance to be 2-3 inches off property line. To ensure no issues, we went 5 inches off property line. The new fence to be installed by the new resident on the west side needs to follow the same code without causing any damage to my existing fence (he should not be allowed to place his fence against mine otherwise he would be on my property)

Variance (East Side):

- Two ATTACHED garages to a single-family home are against the Village of Itasca ordinances. According to plan drawings it switches from storage to garage.
- There is NO hardship for an extra driveway from front to rear of property for emergency vehicles other maintenance vehicles (no homes in subdivision have this). Emergency vehicles use public streets for parking when they respond to a call)

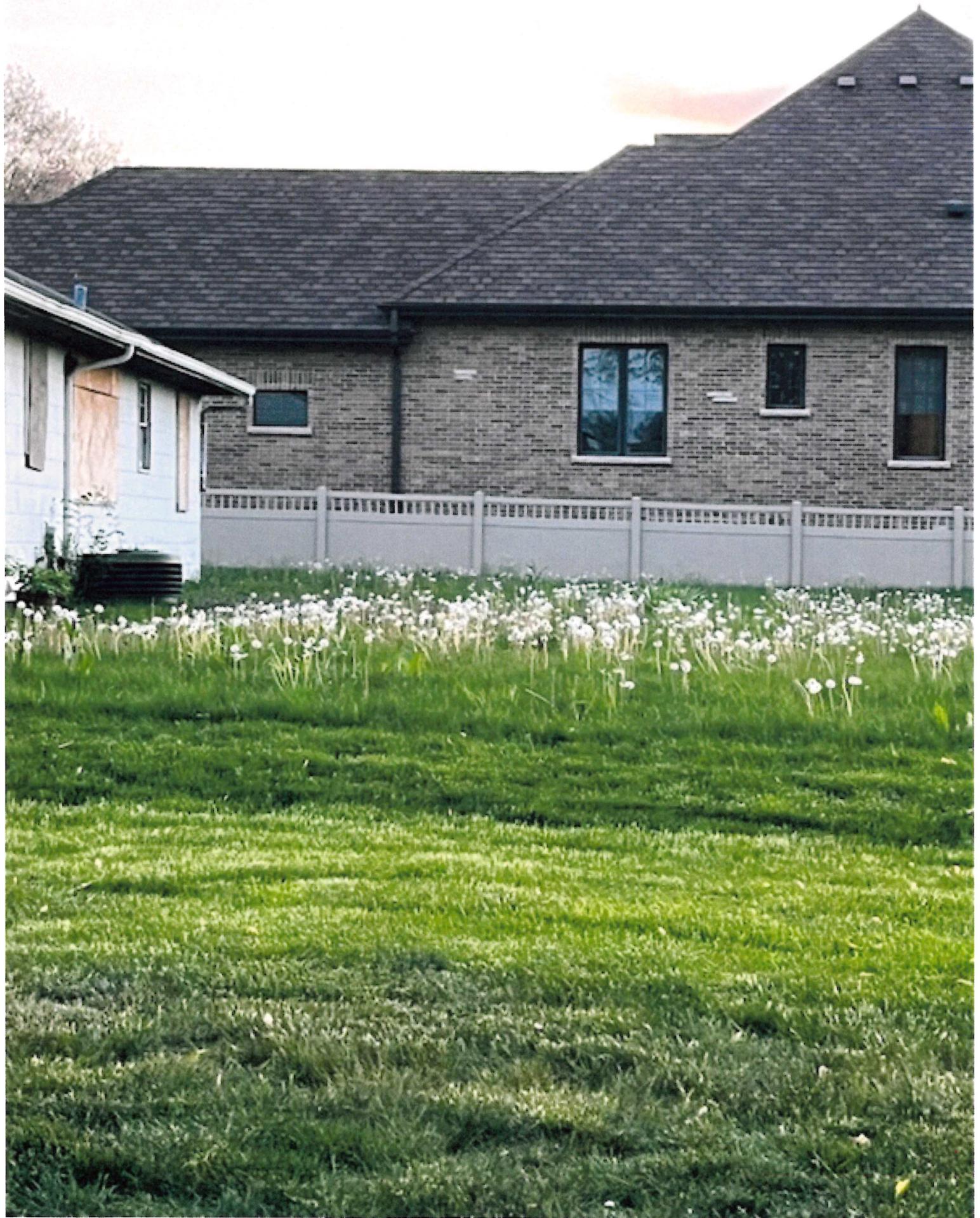
- The extra driveway from front to rear of property should not be permitted, which would reduce the need for other variances on the East and West side of property

Please be advised allowing these variances which can causes numerous issues will set precedence for other construction in our community.











NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the President and Board of Trustees of the Village of Itasca will conduct a public hearing on Tuesday, December 2nd, 2025 at 7:00 p.m., or as soon thereafter as the case may be heard, in the Itasca Village Hall, 550 West Irving Park Road, Itasca, Illinois, to consider the adoption of an Annexation Agreement between the Village of Itasca and the Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423 for the property commonly known as 19W076 Granville Ave., Itasca, IL, PIN #03-05-405-015, approximately 39,988 square feet in area, legally described as follows:

LOT 17 IN LEUHRING'S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

The Petitioner is represented by Taft Stettinius & Hollister LLP located at 111 East Wacker Drive, Suite 2600, Chicago, IL 60601. The Petitioner's authorized representative, Karl Camillucci, can be contacted at (312) 836-4085 or kcamillucci@taftlaw.com with questions or to obtain additional information.

All interested people are invited to attend and be heard. The petition and supporting documentation are available for inspection at the Community Development Department at the Itasca Village Hall, 550 West Irving Park Road, Itasca, IL during normal business hours. Written comments, questions, and/or statements can be submitted by email to commdev@itasca.com or by mail addressed to: Village of Itasca

Aftn: Community Development Department
550 W. Irving Park Road
Itasca, IL 60143

NOTE: Any person who has a disability requiring a reasonable accommodation to participate in this public hearing should contact Jody Conidi, Village Clerk, 550 W. Irving Park Road, Itasca, IL, or call (630) 773-0835 within a reasonable time before the meeting. Requests for a qualified interpreter require five (5) working days advance notice.

Jody Conidi, Village Clerk
Published in Daily Herald Nov. 14, 2025 (312805)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**DuPage County
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville, DuPage County, State of Illinois, and has been in general circulation daily throughout DuPage County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 11/14/2025 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.



Designee of the Publisher of the Daily Herald

Control # 312805 *DUPAGE*



PC 25-018

19W076 Granville Ave.

PIN: 03-05-405-015

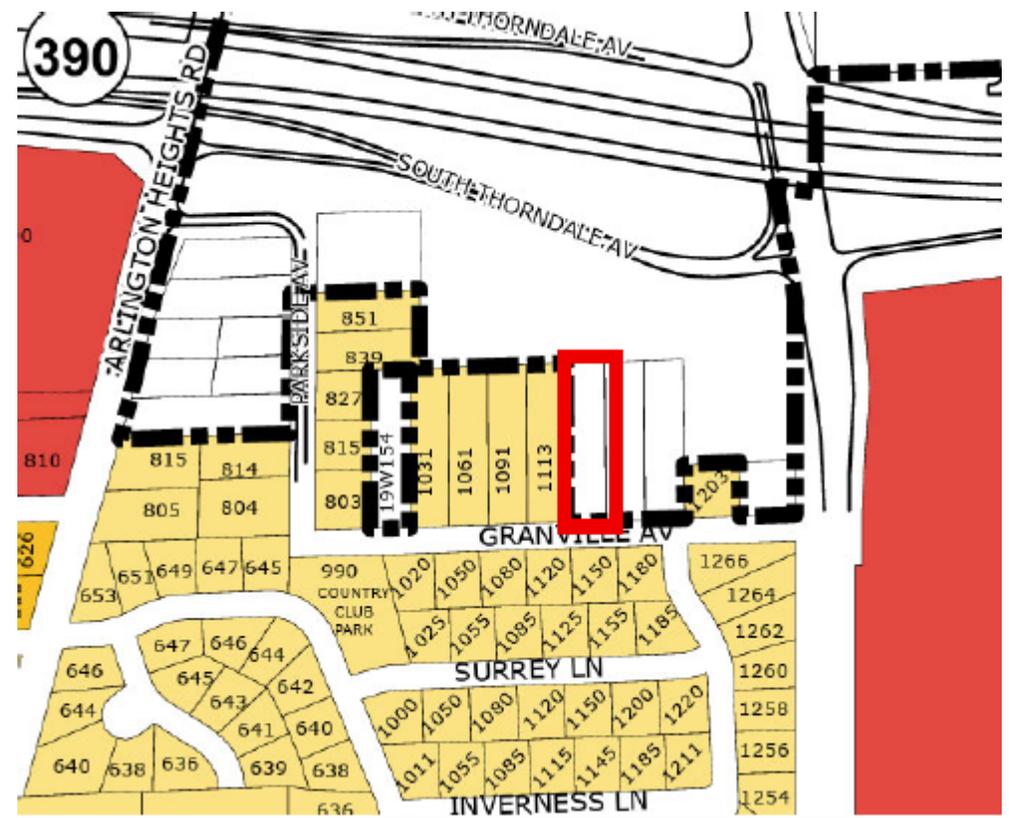
PC 25-018

19W076 Granville Ave.

PIN: 03-05-405-015

BACKGROUND

- Property is unincorporated Du Page County.
- Current property has one existing home on the lot which will be torn down to allow for the development of the new single-family home.
- The existing home is in a state of disrepair.
- Annexation agreement will go to board in November



PC 25-018

19W076 Granville Ave.

PIN: 03-05-405-015

RESPONSE TO QUESTIONS FROM OCTOBER PC

- AC units are 4 feet from the West property line - Permitted by right
- Window well is 3 feet from the West property line - Considered an allowed encroachment
- Accessory Structures are measured by the square footage of the roof
- A public sidewalk would be located within the public right of way typically 1 foot from the property line
- Dry Wells have been a Best Management Practice under DuPage County since 2008
- Additional materials provided by petitioner to address questions

PC 25-018

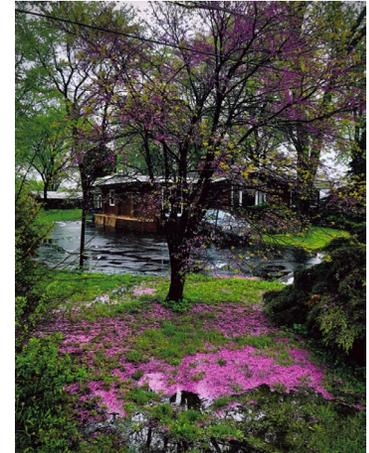
19W076 Granville Ave.

PIN: 03-05-405-015

RESIDENT FEEDBACK SUMMARY

- Front fence both as an aesthetics and safety issue
- Concern with flooding and cited a history of flooding on lots in the area
- Concern toward the use of the side driveway located with a 0 foot setback from the East property line
- Additional materials provided by petitioner to address concerns
- Letter from neighbor included in staff report exhibits

PHOTOS PROVIDED BY NEIGHBOR



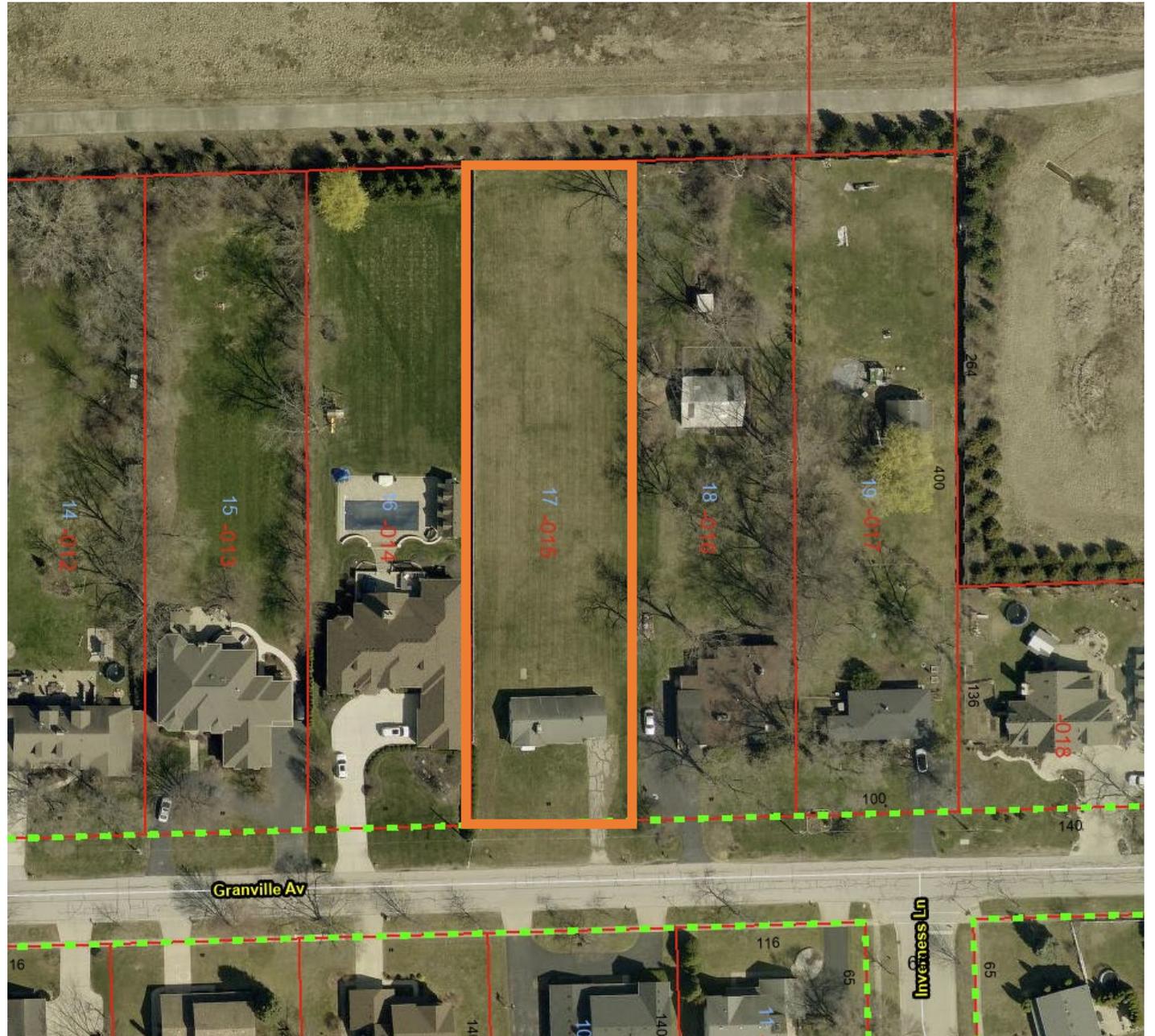
PC 25-018

19W076 Granville Ave.

PIN: 03-05-405-015

PROPOSAL

- Two-story single-family residence with an attached garage
- Accessory Structures proposed: cabana, pool, patio, and sport court
- U-Shaped Driveway and side access driveway
- Guardrail for stairs on West side of the property
- Fence with driveway gates on front property line



Variations 1 & 2

Variations

1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.

Overview

- Accessory Structures Count Towards lot coverage
- Total lot coverage being requested is 46.5%
- Maximum accessory structure regulation is intended to balance primary structure and accessory structure sizes
- Accessory Structures include patios, pools, cabanas

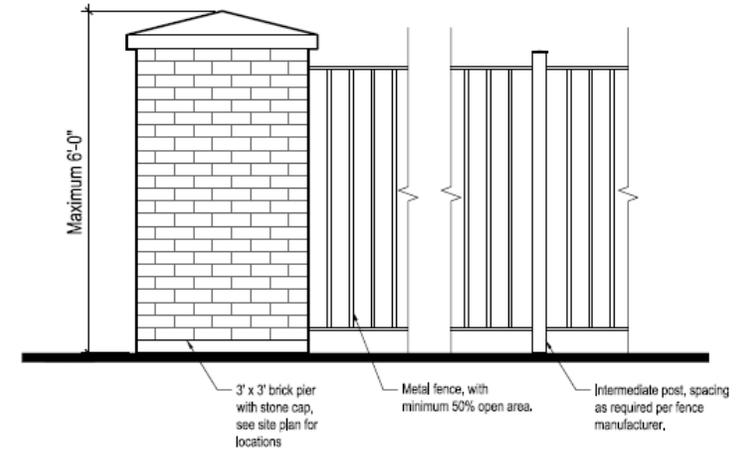
Variance 3

Variance

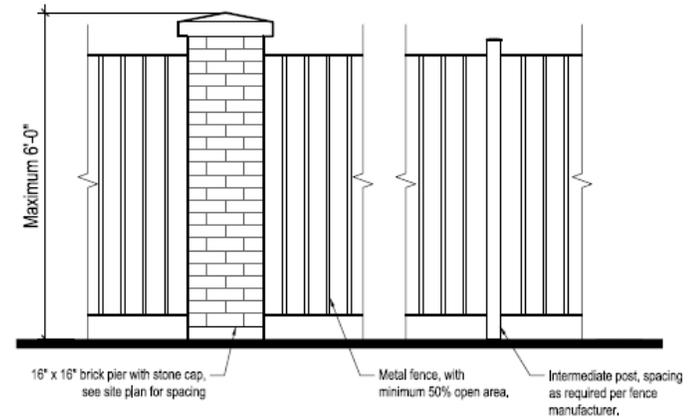
3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with a 0-foot front yard setback.

Overview

- A fence is proposed on the front property line
- Per code, fences must be in line with the front wall of the house
- The fence continues around the sides of the property – a fence on the property line is permitted by right
- An existing side-yard fence is located on the neighboring property to the west



FRONT YARD
2 FENCE WITH BRICK PIERS
Scale: Not to Scale



REAR AND SIDE YARD
3 TYPICAL METAL FENCE
Scale: Not to Scale

Variations 4, 5, & 7

Variations

4. Variance to Sec. 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
7. Variance to Sec. 12.03.7. to allow a driveway drive within 5 feet of the interior property line.

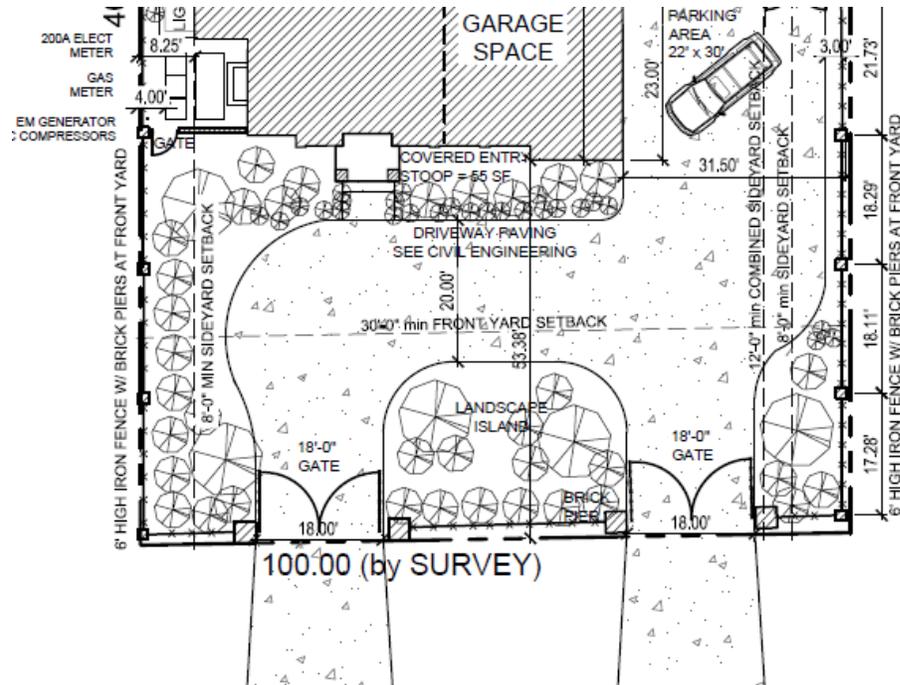
Overview

- West side yard setback is being reduced from 8 to 6 feet to allow for a guardrail along stairs.
- A side drive 0 feet from the east property line is being requested
- Combined side yard – the total of the west and east sideyard setbacks, is reduced from 20 to 6 feet
 - 6 foot setback on West
 - 0 foot setback on East

Variance 6

Variations

6. Variance to Sec. 12.03.7 to allow two driveways.



Overview

- U-Drive has two entrance ways which qualifies as two driveways
- More than 1 driveway is allowed with plan commission recommendation

Stormwater Management

Overview

- An initial stormwater management plan was provided
- Village engineer provided recommendations to enhance stormwater protection
- Recommend any approvals be conditioned on village engineer stormwater recommendations be followed
- Permeable pavers with 1.25 times the stormwater management may be another condition of approval. This closely follows the model being proposed as a text amendment to the Itasca Zoning Ordinance.

The following initial recommendations have been made by the Village Engineer to enhance stormwater detention:

- The retaining walls be a minimum of five feet (5') from the property lines for maintenance and drainage.
- Better defined swales be provided west of the proposed pool and cabana and around the proposed sport court toward the rear yard to the north. Grading should not block flow from the west.
- Enhanced swale is proposed along the east and west property lines toward the rear yard, and the proposed cleanout on the west be swapped for an additional catch basin to assist with drainage capture.

Public Comment received by Staff

Overview

- Stormwater concerns
- Concern with front fence
- Concern with lot coverage request
- Concern with side driveway

Findings of Fact submitted by Applicant are in Staff Report and should be entered into the record

Exhibit B – Responding to the Variation Standards of Approval (Findings of Fact) for these requests:

- 1. Variance to Sec. 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
- 2. Variance to Sec. 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
- 3. Variance to Sec. 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with a 0-foot front yard setback.
- 4. Variance to Sec. 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
- 5. Variance to Sec. 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
- 6. Variance to Sec. 12.03.7 to allow two driveways.
- 7. Variance to Sec. 12.03.7. to allow a driveway drive within 5 feet of the interior property line.

Findings of Fact Standards paraphrased

- 3.a.1. property cannot yield a reasonable return if no variation permitted
- 3.a.2. plight of the owner is due to unique circumstances
- 3.a.3. variation, if granted, will not alter the essential character of the locality
- 3.b.1. physical surroundings, shape, or topographical conditions of the specific property involved bring a hardship, as distinguished from a mere inconvenience
- 3.b.2. not generally to other property within the same zoning classification
- 3.b.3. not based exclusively upon a desire to make more money, or merely for convenience
- 3.b.4. alleged difficulty or hardship has not been created by any person with present interest in property
- 3.b.5. variation will not be detrimental to the public welfare or injurious to the other property
- 3.b.6. proposed variation will not impair light on adjacent property, substantially increase danger of fire, endanger the public safety, or impair values

RECOMMENDED MOTION (Approve with Conditions)

- I move to recommend denial of the Petition for a Variation from the provisions of **Sec. 4.20.4.d and 7.04.5.a**, and accept and adopt the applicant's Variance Request Narrative attached to this Staff Report as Exhibit B, and the applicant's "Standards of Approval" and "Facts of the Application" attached to this Staff Report as Exhibit C, as well as any relevant testimony received at the Public Hearing, as the Findings of Fact for Section 14.09-3 of the Zoning Ordinance and to recommend approval of the Petition for a Variation from the provisions of **Sec. 7.04.9, Sec. 4.13.4.d, Sec. 7.04.5.b, and Sec. 12.03.7**, of the Zoning Ordinance, subject to the following conditions:
 1. Permeable pavers must be used to construct the driveway in the front-yard and side-yard of the home.
 2. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted.
 3. Driveway width may not exceed 24 feet at the property line.
 4. A landscape plan is provided and approved at permitting by the Village.
 5. A stormwater management plan following Village Engineer's recommendations is provided and approved at permitting.

ORDINANCE NO. 2163-25

**AN ORDINANCE APPROVING VARIANCES FOR THE DEVELOPMENT OF A
SINGLE-FAMILY HOME IN THE R-1 RESIDENTIAL DISTRICT AT 19W076
GRANVILLE AVE., CASE PC 25-018**

WHEREAS, Mario Gullo (herein “Petitioner”), on behalf of Chicago Title Land Trust Company as Trustee under the provisions of a certain Trust Agreement dated June 22, 2020 and known as Trust Number 8002383423 (the OWNER), has filed a petition for seven (7) variances for the property located at 19W076 Granville Ave, Itasca, IL 60143 (“Subject Property”), in the R-1 Single Family Residence District, for the following relief:

1. A variation to Section 7.04.9 to permit an increase of the maximum lot coverage from 40% to 46.5%.
2. A variation Section 4.13.4.d to permit an increase of the maximum accessory structure square footage from 864 square feet to 1,775 square feet.
3. A variation Section 4.20.4.d and 7.04.5.a to permit a reduction in the front yard setback for fences to permit a fence with an 8-foot front yard setback.
4. A variation Section 7.04.5.b to permit a reduction of the minimum side yard setback from 8 feet to 6 feet.
5. A variation Section 7.04.5.b to permit a reduction of the minimum combined side yard setback from 20 feet to 6 feet.
6. A variation Section 12.03.7 to allow two driveways.
7. A variation to Section 12.03.7 to allow a driveway within 5 feet of the interior property line.

WHEREAS, the Subject Property is identified by PIN #03-05-405-015, is approximately .918 acres in area, and is legally described as follows:

LOT 17 IN LEUHRING’S LAWRENCE AVENUE GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 16, 1949 AS DOCUMENT 569924.

WHEREAS, a public hearing was held by the Itasca Plan Commission on November 19, 2025, pursuant to public notice, with respect to Petitioner’s applications; and

WHEREAS, the Plan Commission made the following Findings of Fact with respect to the Petitioner’s request for variances:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located.
2. The plight of the owner is due to unique circumstances.
3. The variation, if granted, will not alter the essential character of the locality.

WHEREAS, the Plan Commission recommended to the Village Board of Trustees that the Petitioner’s requests for the above-mentioned variances be approved subject to the following conditions:

1. 1.25 times the amount of stormwater volume be provided for the 6.5% of additional lot coverage being permitted.
2. Driveway width may not exceed 24 feet at the property line.
3. A landscape plan is provided and approved at permitting by the Village.
4. A stormwater management plan following the Village Engineer’s recommendations is provided and approved at permitting.

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

SECTION ONE: The corporate authorities of the Village of Itasca accept the findings of fact and recommendations of the Itasca Plan Commission concerning Petitioner’s application for seven (7) variances from the provisions of Section 7.04.9, Section 4.13.4.d , Section 4.20.4.d, Section 7.04.5.b, and Section 12.03.7 of the Itasca Zoning Ordinance to permit variances to build a single-family home, subject to the conditions listed above.

SECTION TWO: All other aspects of the Subject Property are to be in compliance with all Village ordinances, including but not limited to the Itasca Zoning Ordinance, unless otherwise modified by ordinance.

SECTION THREE: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

	Trustee Aiani	Trustee Christensen	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Powers	Mayor Pruyn
Aye	<input type="checkbox"/>						
Nay	<input type="checkbox"/>						
Absent	<input type="checkbox"/>						
Abstain	<input type="checkbox"/>						

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca on the 6th day of January, 2026.

APPROVED:

Village President Jeffery J. Pruyn

ATTEST:

Village Clerk Jody Conidi