



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

Village Board of Trustees

July 28, 2025

7:00 PM

Village President Kevin Patrick
Village Clerk Rolf Laukant

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

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

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations**
- 7. Presentation**
 - a. Independence Day Parade Awards
- 8. Consent Agenda**
 - a. Approval of the Minutes of the Committee of the Whole Meeting held on June 9, 2025.
 - b. Approval of the Minutes of the Village Board of Trustees Meeting held on June 9, 2025.
 - c. Bill Listing for the week of July 7, 2025 in the amount of \$616,641.30 and July 14, 2025 in the amount of \$531,164.09.
- 9. Ordinance for First Reading**
 - a. An Ordinance Amending Section 14-207 (c), No Parking Zones of the Villa Park Municipal Code

To approve an ordinance to amend Section 14-207 (c), No Parking Zones for the deletion of the no parking restriction on the north side of Wildwood Avenue from Illinois Avenue to a point one hundred ninety (190) feet east of the east right-of-way line of Euclid Avenue and the addition of a no parking restriction on the south side of Wildwood Avenue from Illinois Avenue to Myrtle Avenue.

10. Ordinance for Second Reading

- a. An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending Article XXVIII of Chapter 2 of the Villa Park Municipal Code Dissolving the Economic Development Commission and Creating the Villa Park Growth Commission.

This Ordinance amends Chapter 3 Sec. 2-28__ (Economic Development Commission), dissolving the Economic Development Commission and creating the Villa Park Growth Commission in its place. This ordinance received a first reading on June 23, 2025 and was discussed at the COW meeting on July 14, 2025.

- b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XIII and XXV of Chapter 2 of the Villa Park Municipal Code Dissolving the Parks and Recreation Advisory Commission and the Environmental Concerns Commission and Creating the Garden Village Commission and the Community Recreation Commission.

This Ordinance amends Chapter 3 Secs. 2-13__ (Parks and Recreation Advisory Commission) and 2-25__ (Environmental Concerns Commission), dissolving both commissions and creating in their place the Garden Village Commission and the Community Recreation Commission. This ordinance received a first reading on June 23, 2025 and was discussed at the COW meeting on July 14, 2025.

- c. An Ordinance of the Village of Villa Park, DuPage County, Illinois Amending Articles XVI and XVII of Chapter 2 of the Villa Park Municipal Code Dissolving the Planning and Zoning Commission and Creating the Plan Commission and the Zoning Board of Appeals, and Amending Chapter 18 Regarding Planning and Development.

This Ordinance amends Chapter 3 Secs. 2-16__ (Planning and Zoning Commission) and 2-17__ (Reserved), dissolving the Planning and Zoning Commission and creating in its place the Plan Commission and the Zoning Board of Appeals. The Ordinance also amends Chapter 18, Secs. 18-102, 18-201, 18-202, and 18-203 (Planning and Development). This ordinance received a first reading on June 23, 2025 and was discussed at the COW meeting on July 14, 2025.

- d. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XXII, XXX, and XXXII of Chapter 2 of the Villa Park Municipal Code Dissolving the Traffic and Safety Commission, the Video Production Commission, and the Special Events Review Committee.

This Ordinance amends Chapter 3 Sec. 2-22__ (Traffic and Safety Commission), Sec. 2-30__ (Video Production Commission), and Sec. 2-32__ (Special Events Review Committee). This ordinance received a first reading on June 23, 2025 and was discussed at the COW meeting on July 14, 2025.

- e. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article IV of Chapter 2 of the Villa Park Municipal Code Creating the Office of Deputy Village President.

This Ordinance amends Sections 2-422 and 2-427 of Chapter 2 of the Villa Park Municipal Code to create the Deputy Village President. This ordinance received a first reading on June 23, 2025.

11. Ordinances

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and Approving an Agreement to Renew the Aggregation Program for Electrical Load and Authorizing a Master Power Supply Agreement with MC Squared Energy Services LLC.

This resolution would authorize and approve an agreement with MC Squared Energy Services LLC to provide full requirements electricity supply and related services for the Village's electric aggregation program. The Environmental Concerns Commission recommends approval. The Village Board must decide between a Price to Compare (PTC) program and a fixed rate program, which the Village currently has.

12. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Change Order Number 01 to the Contract with Trine Construction Corp. of St. Charles, Illinois, for Construction of the Jackson Area Improvement Project for a Net Addition in the Amount of \$172,373.34

This Resolution authorizes the Village President to execute the change order in substantially the form attached hereto to the contract with Trine Construction Corp., of St. Charles, Illinois. The Village has a contract with Trine Construction Corp., in the amount of \$6,487,050.50 for the construction of the Jackson Area Improvement Project. Proposed Change Order Number 1 consists of the partial balancing of the contract. The net amount of the proposed Change Order Number 1 is an addition in the amount of \$172,373.34, for an adjusted contract amount of \$6,659,423.84. Staff recommends approval of this change order.

- b. Resolution of the Village of Villa Park, DuPage County, Illinois Approving and Authorizing an Employment Separation and Release Agreement with Marc McLaughlin.

13. Appointments

- a. Appointment of Commissioners to the Community Recreation Commission:
 - 1. Appointment of Katie Wagner as Commissioner of the Community Recreation Commission for a term upon being sworn in until May 31, 2028.
 - 2. Appointment of Nate Cook as Commissioner of the Community Recreation Commission for a term upon being sworn in until May 31, 2028.
 - 3. Appointment of John Dorhauer as Commissioner of the Community Recreation Commission for a term upon being sworn in until May 31, 2027.
 - 4. Appointment of Darryl Thompson as Commissioner of the Community Recreation Commission for a term upon being sworn in until May 31, 2027.
 - 5. Appointment of Tammy Henderson as Commissioner of the Community Recreation Commission for a term upon being sworn in until May 31, 2026.Approval naming Katie Wagner as the Chair of the Community Recreation Commission upon initial appointment.
- b. Appointment of Commissioners to the Villa Park Growth Commission:
 - 1. Appointment of Matt Weis as Commissioner of the Villa Park Growth Commission for a term upon appointment until May 31, 2028.

2. Appointment of Brandon Schreiner as Commissioner of the Villa Park Growth Commission for a term upon appointment until May 31, 2028.
 3. Appointment of Melissa White as Commissioner of the Villa Park Growth Commission for a term upon appointment until May 31, 2027.
 4. Appointment of Brian Wong as Commissioner of the Villa Park Growth Commission for a term upon appointment until May 31, 2027.
 5. Appointment of Al Stasch as Commissioner of the Villa Park Growth Commission for a term upon appointment until May 31, 2026.
- Approval naming Matt Weis to serve as the Chairman of the Villa Park Growth Commission upon initial appointment.

- c. Appointment of Members to the Plan Commission:
1. Appointment of Marianne Gonzalez as Commissioner of the Plan Commission for a term upon appointment until May 31, 2028.
 2. Appointment of John “Jack” Cuthbertson as Commissioner of the Plan Commission for a term upon appointment until May 31, 2028.
 3. Appointment of Matt D’Alessandro as Commissioner of the Plan Commission for a term upon appointment until May 31, 2027.
 4. Appointment of Mahmood Khan as Commissioner of the Plan Commission for a term upon appointment until May 31, 2027.
 5. Appointment of Jason Jarrett as Commissioner of the Plan Commission for a term upon appointment until May 31, 2026.
- Approval naming of Marianne Gonzalez to serve as Chair of the Plan Commission upon initial appointment.
- d. Appointment of Commissioners to the Garden Village Commission:
1. Appointment of Steve De La Rosa as Commissioner of the Garden Village Commission for a term upon appointment until May 31, 2028.
 2. Appointment of Patrice Gallagher as Commissioner of the Garden Village Commission for a term upon appointment until May 31, 2028.
 3. Appointment of Lynn Smith as Commissioner of the Garden Village Commission for a term upon appointment until May 31, 2027.
 4. Appointment of Pete Soltesz as Commissioner of the Garden Village Commission for a term upon appointment until May 31, 2027.
 5. Appointment of Renee Alvarez as Commissioner of the Garden Village Commission for a term upon appointment until May 31, 2026.
- Approval naming of Steve De La Rosa to serve as the Chairman of the Garden Village Commission.
- e. Appointment of Members to the Zoning Board of Appeals:
1. Appointment of Rodney Pate as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2028.
 2. Appointment of Wanda Ackermann as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2028.
 3. Appointment of Vicki Flaskamp as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2027.
 4. Appointment of Troy Clampit as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2027.

5. Appointment of Richard Gonzalez as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2026.
Approval naming Rodney Pate to serve as the Chairman of the Zoning Board of Appeals upon initial appointment.

f. Appointment of Trustee Carine “Cari” Alfano as Deputy Village President

14. Unfinished Business

15. New Business

a. Coffee with the Board Evening Session Discussion

16. Village Commission Reports

17. Village Clerk's Report

18. Village Trustees' Report

19. Village President's Report

20. Village Manager's Report

21. Executive Session

22. Adjournment

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



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: July 28, 2025

SUBJECT: Approval of the Minutes of the Committee of the Whole Meeting held on June 9, 2025.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: July 28, 2025

SUBJECT: Approval of the Minutes of the Village Board of Trustees Meeting held on June 9, 2025.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

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

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/07/2025 - 07/07/2025
POSTED AND UNPOSTED OPEN AND PAID
BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

07.28.25

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 000					
10-000-442071	REIMBURSEMENT #P5730-00062	JOSEPH WILLIAMS	REIMBURSEMENT #P5730-000628	75.00	None
			Total Department 000	75.00	
Department: 110 PUBLIC AFFAIRS					
10-110-520700	Employee appreciation	Restaurant Depot	Employee appreciation	410.58	None
10-110-520700	Walnut Gavel - goodbye gif	Amazon Mktp1 N29kg6uk1	Walnut Gavel - goodbye gift from Boar	53.42	None
10-110-520700	Catering for Trustee Recep	Jewel Osco 3284	Catering for Trustee Reception	80.93	None
10-110-520700	Catering dessert for Trust	Jewel Osco 3284	Catering dessert for Trustee Receptio	57.97	None
10-110-520700	Crazy Pour - catering for	Betcrazy	Crazy Pour - catering for Trusee Re	1,045.00	None
10-110-520700	Catering for Elected event	Michael Anthonys Pizza	Catering for Elected event 5-12-25	96.43	None
10-110-520700	EAC- WEEK APPRECIATION	Jewel Osco 3284	EAC- WEEK APPRECIATION	14.47	None
10-110-520700	EAC- PLASTIC WRAP, BASKETS	Amazon Mktp1 N21f13ib0	EAC- PLASTIC WRAP, BASKETS	17.63	None
10-110-520700	EAC- WEEK APPRECIATION	Jewel Osco 3284	EAC- WEEK APPRECIATION	66.77	None
10-110-520700	EAC- WEEK APPRECIATION	Sq Kona Ice Of Sw Sch	EAC- WEEK APPRECIATION	500.25	None
10-110-520700	EAC-BIRTHDAY BUNDLETTs	Tst Nothing Bundt Cak	EAC-BIRTHDAY BUNDLETTs	135.64	None
10-110-521100	LEGAL SERVICES - WAWAK MAY	GARDINER KOCH WEISBERG	WAWAK LEGAL - MAY 2025 CALLS	88.00	None
10-110-529900	OTHER CONTRACTUAL SERVICES	STEPHEN D. HELM	VP - PARKING LOT N. ARDMORE	360.00	None
10-110-529900	Liz/Admin - Background che	Backgrounds Online	Liz/Admin - Background checks 2 on ne	50.20	None
10-110-539900	Plaques for N. Cuzzone and	Sp K2awards	Plaques for N. Cuzzone and J. Corkery	197.73	None
10-110-539900	Proclamation Paper and Hol	Amazon Mark Bw7jz6wx3	Proclamation Paper and Holders for Bo	43.07	None
10-110-539900	Coffee with Board Coffee	Dunkin #342440 Q35	Coffee with Board Coffee	34.18	None
10-110-539900	Logo PU Padfolios for Boar	Amazon Mktp1 Ni9p23kp2	Logo PU Padfolios for Board	223.97	None
10-110-539900	Illinois Municipal League	Il Municipal League	Illinois Municipal League - Newly Ele	25.00	None
10-110-539900	At a Glance Calendar half	Amazon Mktp1 Nb58h1km1	At a Glance Calendar half year book -	21.63	None
10-110-539900	Metal signs for President'	Amazon Mktp1 Nb2jn9up0	Metal signs for President's Door and	285.53	None
10-110-539900	Napkins plastic serving tr	Dollar Tree	Napkins plastic serving tray and tong	46.25	None
10-110-539900	Gas for vehicle for drivin	Bp#9425273villa Parqps	Gas for vehicle for driving to/from s	24.95	None
10-110-539900	Coffee Mugs and Logo fabri	Amazon Mktp1 Nw8126nd2	Coffee Mugs and Logo fabric bags for	121.42	None
10-110-539900	At a Glance Calendar half	Amazon Reta Nw91q5iv1	At a Glance Calendar half year book	28.16	None
10-110-539900	Name plate for Village Man	Amazon Mktp1 Nz9tc5h11	Name plate for Village Manager for Bo	15.15	None
10-110-539900	12 pack of legal pads for	Amazon Mark Nz2xy8pe0	12 pack of legal pads for Board	33.06	None
10-110-565400	Signs for Traffic and Safe	www.Goodguysysigns.Com	Signs for Traffic and Safety	722.00	None
			Total Department 110 PUBLIC AFFAIRS	4,799.39	
Department: 112 MANAGER					
10-112-530300	Matt luncheon - Chamber	Villa Park Chamber	Matt luncheon - Chamber	20.00	None
10-112-530300	Monthy subscription -	(Amazon Prime N24ik9kv0	Monthy subscription - (no receipt,	14.99	None
			Total Department 112 MANAGER	34.99	
Department: 120 MANAGER-ADMINISTRATION					
10-120-520200	Delivery Fee	Honeybaked Ham 1309	Delivery Fee	25.00	None
10-120-520200	Drinks and water	Jewel Osco 3284	Drinks and water	26.97	None
10-120-520200	Sandwiches for Leadership	Honeybaked Ham 1309	Sandwiches for Leadership Group end o	397.17	None
10-120-539900	2 recorders for Commission	Amazon Mark Nn52g0kc2	2 recorders for Commission and other	93.26	None
			Total Department 120 MANAGER-ADMINISTRATION	542.40	
Department: 121 MANAGER-IT					
10-121-527001	DOOR MAGNET FOR FOB ACCESS	PROCOM ENTERPRISES LTD	DOOR MAGNET FOR FOB ACCESS REPLACED	969.75	None
10-121-527001	TABLET DOCKING STATIONS/SW	FLEET SAFETY SUPPLY	TABLET DOCKING STATIONS/SWIVEL MOTION	2,687.98	None
10-121-527001	EXTENSION CORDS	Amazon Mktp1 Za96r0a53	EXTENSION CORDS	24.71	None
10-121-527001	TONER CARTRIDGE	Amazon Mktp1 Jy2kn95f3	TONER CARTRIDGE	105.89	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/07/2025 - 07/07/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 121 MANAGER-IT					
10-121-527001	TV FOR VPRC	Amazon.Com Nb7bg7xp2	TV FOR VPRC	346.99	None
10-121-527001	TONER CARTRIDGE	Amazon Mktp1 Nb6da3cu1	TONER CARTRIDGE	58.99	None
10-121-527001	DOCK STATIONS	Dmi Dell K-12/Govt	DOCK STATIONS	177.48	None
10-121-527001	UPS BATTERIES	Amazon Mktp1 Nb83a86i0	UPS BATTERIES	62.32	None
10-121-527001	PRINTER	Amazon.Com Ni7pt5cj1	PRINTER	279.00	None
10-121-529901	CAMERA SOFTWARE RENEWAL	NOBLETEC LLC	CAMERA SOFTWARE RENEWAL	1,548.00	None
10-121-529901	BACKUP SOFTWARE RENEWAL	NOBLETEC LLC	BACKUP SOFTWARE RENEWAL	2,606.10	None
10-121-529901	PHONE SYSTEM SOFTWARE RENEWAL	HEARTLAND BUSINESS SYSTEMS	PHONE SYSTEM SOFTWARE RENEWAL	3,127.80	None
10-121-529901	PHONE SUPPORT	HEARTLAND BUSINESS SYSTEMS	PHONE SUPPORT	585.00	None
10-121-529901	ADOBE AI LICENSE	CDW GOVERNMENT INC	ADOBE AI LICENSE	55.00	None
10-121-529901	VPRC GUEST INTERNET	Comcast Chicago	VPRC GUEST INTERNET	486.40	None
10-121-529901	SOFTWARE	Adobe Audition	SOFTWARE	280.37	None
10-121-529901	AUDIO EDITING SOFTWARE	Audioship	AUDIO EDITING SOFTWARE	149.90	None
10-121-529901	OFF-SITE BACKUP	Amazon Web Services	OFF-SITE BACKUP	358.64	None
10-121-529901	DOMAIN RENEWAL	Hsw Hostway.Com	DOMAIN RENEWAL	24.95	None
10-121-529901	HOSTED EMAIL ACCT	Hsw Hostway.Com	HOSTED EMAIL ACCT	0.99	None
10-121-529901	POOL INTERNET	Comcast Chicago	POOL INTERNET	310.52	None
10-121-529901	FIREWALL RENEWAL	NOBLETEC LLC	FIREWALL RENEWAL	427.20	None
Total Department 121 MANAGER-IT				14,673.98	
Department: 130 FINANCE					
10-130-529900	MAY 2025 AUDIT SERVICES	LAUTERBACH & AMEN LLP	MAY 2025 AUDIT SERVICES	12,000.00	None
10-130-529900	TEMP FIN STAFF-LARIN WEEK	CONNECT SEARCH LLC	TEMP FIN STAFF-LARIN WEEK ENDING 6/22	1,408.32	None
10-130-531700	AA BATTERIES	Amazon Mktp1 Nn1qh7s32	AA BATTERIES	27.47	None
10-130-531700	941 OVERNIGHT SHIPPING	Usps Po 1680700181	941 OVERNIGHT SHIPPING	31.40	None
Total Department 130 FINANCE				13,467.19	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-520200	conference	Sq Nwboca	conference	60.00	None
10-140-522400	PERMIT FEE REIMBURSMENT /	PERMA-SEAL BASEMENT SYSTEM	PERMIT FEE REIMBURSMENT / DUPLICATE P	250.00	None
10-140-523000	comp plan prints	Bhfx #10	comp plan prints	649.40	None
10-140-530300	ROTARY INVOICE	ROTARY CLUB OF VILLA PARK	ROTARY INVOICE	490.00	None
10-140-539900	Lunch meeting	Lazy Dog Restaurant 48	Lunch meeting	81.66	None
Total Department 140 COMMUNITY DEVELOPMENT				1,531.06	
Department: 150 CENTRAL SERVICES					
10-150-527000	COPIER USAGE	GORDON FLESCHE CO. INC	COPIER USAGE	504.02	None
Total Department 150 CENTRAL SERVICES				504.02	
Department: 160 BUILDINGS & GROUNDS					
10-160-529900	0071073685	TERRACE SUPPLY COMPANY	0071073685	6.00	None
10-160-529900	JAN NORTH AVE PEST CONTROL	A.G.A.D. PEST CONTROL	VH/PD/PW PEST CONTROL	255.00	None
10-160-529900	PEST CONTROL METRA FEB CY	A.G.A.D. PEST CONTROL	CY25 PEST CONTROL METRA	45.00	None
10-160-531400	Janitorial Supplies Village Case Lots		Janitorial Supplies Village Buildings	1,387.70	None
10-160-531400	Janitorial Supplies Village Case Lots		Janitorial Supplies Village Buildings	910.55	None
10-160-531400	Janitorial Supplies Village Case Lots		Janitorial Supplies Village Buildings	1,908.50	None
10-160-531400	Janitorial Supplies Village Lombard Ace Hardware		Janitorial Supplies Village Buildings	92.30	None
10-160-531400	Drain cleaner and bug kill	The Home Depot #1982	Drain cleaner and bug killer for PD	53.38	None
10-160-539900	Stage 4th of July	Fsp Rose Party Rentals	Stage 4th of July	290.38	None
Total Department 160 BUILDINGS & GROUNDS				4,948.81	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/07/2025 - 07/07/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 180 GARAGE					
10-180-531000	Parts For Parks Tractor fr Alta Construction Equi		Parts For Parks Tractor from Fleet #2	324.17	None
			Total Department 180 GARAGE	324.17	
Department: 201 ADMINISTRATION					
10-201-521001	POLE CAMERA & EMPLY PHONE	VERIZON WIRELESS	POLE CAMERA & EMPLY PHONE	1,249.95	None
10-201-526301	POST RETIREMENT BENEFIT;JU BREGMAN, MARC		POST RETIREMENT BENEFIT;JULY 2025	125.00	None
10-201-526301	POST RETIREMENT BENEFIT;JU MCNAMARA, JAMES J		POST RETIREMENT BENEFIT;JULY 2025	125.00	None
10-201-526301	POST RETIREMENT BENEFIT;JU SUBJECT, DAVID		POST RETIREMENT BENEFIT;JULY 2025	125.00	None
10-201-529901	CADET PATCHES/TRAINING GUN	GLENBARD SECURITY INC	CADET PATCHES/TRAINING GUNS/RIFLE/KNI	1,000.00	None
10-201-529901	MUNICIPAL ENFORCEMENT SYST	DACRA ADJUDICATION SYSTEM	MUNICIPAL ENFORCEMENT SYSTEM-MONTHLY	1,750.00	None
10-201-531701	PD OFFICE NAME PLATES	POSITIVE IMPRESSIONS	PD OFFICE NAME PLATES	546.59	None
			Total Department 201 ADMINISTRATION	4,921.54	
Department: 207 POLICE-RECORDS					
10-207-530107	UNIFORM ALLOWANCE PRORATED	KUBISH, TODD	PRORATED UNIFORM ALLOWANCE	500.00	None
10-207-532009	K-9 ANNUAL EXAM	PARTNERS AND PAWS VETERINA	K-9 ANNUAL EXAM	1,120.68	None
			Total Department 207 POLICE-RECORDS	1,620.68	
Department: 209 POLICE-PATROL					
10-209-529909	EVIDENCE REDACTION ASST LI	AXON ENTERPRISE INC	EVIDENCE REDACTION ASST LICENSE	6,226.92	None
10-209-529909	BWC/STORAGE/AUTO TAG	AXON ENTERPRISE INC	BWC/STORAGE/AUTO TAG	43,677.68	None
10-209-529909	UNLIMITED CAR WASH	DELTA SONIC CAR WASH SYSTE	UNLIMITED CAR WASH	47.97	None
10-209-533309	AMMO - FOF MARKING CART 9M	O'HERRON CO INC, RAY	AMMO - FOF MARKING CART 9MM	3,774.00	None
			Total Department 209 POLICE-PATROL	53,726.57	
Department: 211 FIRE-ADMIN					
10-211-526301	POST RETIREMENT BENEFIT;JU VICELLI, LOUIS		POST RETIREMENT BENEFIT;JULY 2025	125.00	None
10-211-526301	POST RETIREMENT BENEFIT;JU BLASKOVICH, ERIC		POST RETIREMENT BENEFIT;JULY 2025	125.00	None
10-211-526301	POST RETIREMENT BENEFIT;JU SPARGER, JEFFREY		POST RETIREMENT BENEFIT;JULY 2025	125.00	None
10-211-526301	POST RETIREMENT BENEFIT;JU BARTON, MICHAEL		POST RETIREMENT BENEFIT;JULY 2025	125.00	None
10-211-531401	LAUNDRY DETERGENT	STATE INDUSTRIAL PRODUCTS	LAUNDRY DETERGENT	324.12	None
10-211-531401	LAUNDRY DETERGENT & TRUCK	STATE INDUSTRIAL PRODUCTS	LAUNDRY DETERGENT & TRUCK WASH	362.15	None
10-211-531701	HANDSET CORD	RUNCO OFFICE SUPPLY	HANDSET CORD	7.23	None
			Total Department 211 FIRE-ADMIN	1,193.50	
Department: 212 FIRE PREVENT & PROTECT					
10-212-531721	OCCUPANT LOAD SIGNAGE - VI VILLA PARK ACE HARDWARE		OCCUPANT LOAD SIGNAGE - VILLAGE HALL	14.22	None
			Total Department 212 FIRE PREVENT & PROTECT	14.22	
Department: 232 AMBULANCE/PARAMEDIC					
10-232-529902	AMBULANCE BILLING FEES - A	PARAMEDIC BILLING SERVICES	AMBULANCE BILLING FEES - APRIL 2025	380.97	None
10-232-529902	ANNUAL EMS ADMIN FEE	GOOD SAMARITAN EMSS	ANNUAL EMS ADMIN FEE	1,270.00	None
10-232-539902	THERAPY OXYGEN CYLINDERS	TERRACE SUPPLY COMPANY	THERAPY OXYGEN CYLINDERS	52.76	None
10-232-539902	REPLACEMENT ELECTRODE TRAY	STRYKER SALES CORPORATION	REPLACEMENT ELECTRODE TRAY	136.86	None
			Total Department 232 AMBULANCE/PARAMEDIC	1,840.59	
Department: 255 PW-TRAFFIC					
10-255-529925	MAY TRAFFIC SIGNAL MAINTEN H & H	ELECTRIC COMPANY	MAY TRAFFIC SIGNAL MAINTENANCE	624.00	None
			Total Department 255 PW-TRAFFIC	624.00	
Department: 257 PW-STREET MAINT					
10-257-534227	HIGH PERFORMANCE COLD MIX	DUPAGE MATERIALS COMPANY L	HIGH PERFORMANCE COLD MIX	320.00	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/07/2025 - 07/07/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 257 PW-STREET MAINT					
10-257-539927	PPE SAFETY VESTS	PRO SAFETY INC	PPE SAFETY VESTS	335.43	None
10-257-539927	CONCRETE SUPPLIES	MCCANN INDUSTRIES INC	CONCRETE SUPPLIES	1,824.17	None
			Total Department 257 PW-STREET MAINT	2,479.60	
			Total Fund 10 CORPORATE FUND	107,321.71	
Fund: 11 GENERAL FUND-CAPITAL					
Department: 202 EQUIP & SUPPLIES					
11-202-540102	ANTENNAS FOR VEHICLES	CDS OFFICE TECHNOLOGIES	ANTENNAS FOR VEHICLES	852.93	None
11-202-540102	TREE TRIMMING AND REMOVALS	DAWSON'S TREE SERVICE	TREE TRIMMING AND REMOVALS AT JEFFERS	6,285.00	None
11-202-540102	FIRE STATION 82 HVAC SYSTE	BEAR CONSTRUCTION COMPANY	FIRE STATION 82 HVAC SYSTEM	119,712.55	None
11-202-540102	LEASE NUMBER 38698	BMO HARRIS BANK N.A.	LEASE NUMBER 38698	105,631.05	None
11-202-540102	FLASHLIGHTS FOR VEHICLES	GLENBARD SECURITY INC	FLASHLIGHTS FOR VEHICLES	450.00	None
11-202-540102	EQUIPMENT FOR PD VEHICLES	LUND INDUSTRIES INC	EQUIPMENT FOR PD VEHICLES	2,524.70	None
11-202-540102	EQUIPMENT OF PD VEHICLES	LUND INDUSTRIES INC	EQUIPMENT OF PD VEHICLES	1,545.43	None
11-202-540102	EQUIPMENT FOR CHIEF CAR	O'HERRON CO INC, RAY	EQUIPMENT FOR CHIEF CAR	337.18	None
			Total Department 202 EQUIP & SUPPLIES	237,338.84	
			Total Fund 11 GENERAL FUND-CAPITAL	237,338.84	
Fund: 19 DUI TECHNOLOGY FUND					
Department: 520 CONTRACTUAL					
19-520-521201	POLICE DUI LEGAL SERVICES	SMITH & FULLER	POLICE DUI LEGAL SERVICES	2,882.48	None
			Total Department 520 CONTRACTUAL	2,882.48	
			Total Fund 19 DUI TECHNOLOGY FUND	2,882.48	
Fund: 26 TIF 6 FUND-NO ARDMORE/VERMONT					
Department: 241 TIF CAPITAL & CONTRACTUAL					
26-241-529901	OTHER CONTRACT SERV-LEGAL	STEPHEN D. HELM	VP LAND ACQUISITION	15,810.00	None
			Total Department 241 TIF CAPITAL & CONTRACTUAL	15,810.00	
			Total Fund 26 TIF 6 FUND-NO ARDMORE/VERMONT	15,810.00	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-520501	PERMIT 145 MARKING MAIL FE	POSTMASTER	PERMIT 145 MARKING MAIL FEE	350.00	None
35-201-529501	Permit Application for sum	Dupagecountydivisionof	Permit Application for summerfest	51.13	None
			Total Department 201 ADMINISTRATION	401.13	
Department: 216 PRP-BLDG & GROUNDS					
35-216-529916	IOWA, PARKS BLDG, NORTH TE	A.G.A.D. PEST CONTROL	IOWA, PARKS BLDG, NORTH TERRACE & COR	230.00	None
35-216-531416	Janitorial Supplies	Case Lots	Janitorial Supplies	89.87	None
			Total Department 216 PRP-BLDG & GROUNDS	319.87	
Department: 235 PRR-SUMMER					
35-235-520435	Tollway Payment	Il Tollway-Autorepleni	Tollway Payment	20.00	None
35-235-529735	CY5 OFFICATING SERVICES SU	OFFICIAL FINDERS LLC	CY5 OFFICATING SERVICES SUMMER BASKET	240.00	None
35-235-529935	OTHER CONTRACTUAL SERVICES	TUMBLING TIMES INC	CY25 CONTRACTUAL SUMMER 1 GYMNASTICS	1,498.70	None
35-235-529935	CY25 CONTRACTUAL SPRING GY	TUMBLING TIMES INC	CY25 CONTRACTUAL SPRING GYMNASTICS PR	1,752.80	None
35-235-529935	CONTRACTUAL COOKING CLASS	SUSAN K. MADDOX	CONTRACTUAL COOKING CLASS 6/24/25	375.00	None
35-235-529935	CY25 CONTRACTUAL YOUTH VOL	CHICAGO ELITE VOLLEYBALL C	CY25 CONTRACTUAL YOUTH VOLLEYBALL PRO	1,008.00	None
35-235-529935	CONTRACTED YOUTH & ADULT C	SUSAN K. MADDOX	CONTRACTED YOUTH & ADULT COOKING CLAS	750.00	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 35 RECREATION FUND					
Department: 235 PRR-SUMMER					
35-235-529935	CY FITNESS CONTRACTURAL SE LABOUNTY, KIMBERLY		CY25 FITNESS CONTRACTURAL SERVICES FI	1,677.00	None
35-235-531135	CLEANING WIPES FOR FITNESS Amazon Mktp1 Nw9u381w0		CLEANING WIPES FOR FITNESS EQUIPMENT	40.00	None
			Total Department 235 PRR-SUMMER	7,361.50	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	CY25 FWS CONTRACTUAL ICE S ADDISON ICE LLC		CY25 FWS CONTRACTUAL ICE SKATING PROG	210.00	None
			Total Department 236 PRR-FALL-WNTR-SPRING	210.00	
			Total Fund 35 RECREATION FUND	8,292.50	
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-520201	Staff Inservice Meeting	Dunkin #342440 Q35	Staff Inservice Meeting	18.48	None
36-201-531701	Office Water	Water Coffee Delivery	Office Water	21.70	None
36-201-531701	Office Water	Water Coffee Delivery	Office Water	8.88	None
36-201-531701	Paid Stamp for Office	Amazon Mark Nw0jj2oa1	Paid Stamp for Office	8.99	None
36-201-531701	Doggie waste baggies	Amazon Mark Ni3gm4yw0	Doggie waste baggies	197.58	None
36-201-531701	Office Water	Water Coffee Delivery	Office Water	41.03	None
36-201-531701	office supply phone case f	Amazon Mark Nb0xp7yt2	office supply phone case for work pho	17.95	None
			Total Department 201 ADMINISTRATION	314.61	
Department: 202 EQUIP & SUPPLIES					
36-202-530402	Seeding Starter Lufkin Par	Siteone Landscape Supp	Seeding Starter Lufkin Park	218.58	None
36-202-530402	Concrete for signs Lufkin	The Home Depot #1982	Concrete for signs Lufkin Park	207.30	None
36-202-530402	Top soil and mulch	Lombard Ace Hardware	Top soil and mulch	26.94	None
36-202-530402	Praire Path Mulch	A K Mulch&firewood	Praire Path Mulch	120.00	None
36-202-530402	Praire Path Mulch	A K Mulch&firewood	Praire Path Mulch	120.00	None
36-202-530402	Praire Path Mulch	A K Mulch&firewood	Praire Path Mulch	120.00	None
36-202-530402	Praire Path Mulch	A K Mulch&firewood	Praire Path Mulch	240.00	None
36-202-530402	Moving paint Rope for gard	Menards Glendale Heigh	Moving paint Rope for garden plots	204.04	None
36-202-530402	Wood Stakes Garden plot	McCann Industries Addi	Wood Stakes Garden plot	117.56	None
36-202-530402	Mulch Rakers	Villa Park Ace	Mulch Rakers	53.98	None
36-202-530402	Weed Wacker	Lombard Ace Hardware	Weed Wacker	425.70	None
36-202-530402	Tool Cortisi	Lombard Ace Hardware	Tool Cortisi	46.96	None
36-202-530402	Dirt Lufkin	A K Mulch&firewood	Dirt Lufkin	88.00	None
36-202-530502	Pothole Path lufkin Parkin	Menards Glendale Heigh	Pothole Path lufkin Parking Lot	114.90	None
36-202-531502	Hardware for Corsti	The Home Depot #1982	Hardware for Corsti	29.58	None
36-202-532202	Tool Replacement	The Home Depot #1982	Tool Replacement	61.93	None
36-202-532502	Ball Hitch #258	The Home Depot #1982	Ball Hitch #258	138.92	None
36-202-532502	Post Digger /Anchor	The Home Depot #1982	Post Digger /Anchor	118.73	None
36-202-532502	Deadblot for rotary / twin	In Dupage Security So	Deadblot for rotary / twin lakes	1,071.60	None
36-202-539902	Public Works cook out	Lens Ace Hdwe	Public Works cook out	35.08	None
36-202-539902	Fasteners Building	Lombard Ace Hardware	Fasteners Building	24.62	None
36-202-539902	Jefferson Pool Gate/ fence	Menards Glendale Heigh	Jefferson Pool Gate/ fence panel /pai	179.15	None
36-202-539902	Flag Hardware	Lombard Ace Hardware	Flag Hardware	15.95	None
36-202-539902	Marking point for highridg	The Home Depot #1982	Marking point for highridge	17.96	None
36-202-539902	Hardware for Watering Tank	The Home Depot #1982	Hardware for Watering Tank	52.94	None
36-202-539902	Battery for Cortesi Alarm	Batteries Plus #288	Battery for Cortesi Alarm	26.95	None
36-202-539902	Paint and cleaner for wate	Lombard Ace Hardware	Paint and cleaner for water fountian	31.97	None
36-202-539902	Brass Cleaner for Cortesi	The Home Depot #1982	Brass Cleaner for Cortesi water fount	15.97	None
36-202-539902	Hardware for garbage lufki	Lombard Ace Hardware	Hardware for garbage lufkin	54.57	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 36 PARKS FUND					
Department: 202 EQUIP & SUPPLIES					
36-202-539902	Glue Repair Plastic Terran Villa Park Ace		Glue Repair Plastic Terrance VPRC	19.98	None
			Total Department 202 EQUIP & SUPPLIES	3,999.86	
			Total Fund 36 PARKS FUND	4,314.47	
Fund: 41 SWIMMING POOL & REC FUND					
Department: 302 POOL					
41-302-530102	WATER FITNESS STEP LARGE	Amazon Mktp1 Nz2qc0p12	WATER FITNESS STEP LARGE	121.80	None
41-302-530102	SHELF UNIT FOR SWIM LESSON	Amazon Mktp1 Nz9bn0i52	SHELF UNIT FOR SWIM LESSON EQUIPMENT	105.99	None
41-302-530102	TARGET OFFICE SUPPLIES FOR	Target 00009571	TARGET OFFICE SUPPLIES FOR POOL	73.80	None
41-302-530203	Pool Shock	Leslies Poolmart	Pool Shock	69.72	None
41-302-531403	Pool Supplies	Case Lots	Pool Supplies	1,900.55	None
41-302-531503	Paint Supplies Pool	The Home Depot #1982	Paint Supplies Pool	59.59	None
41-302-531503	Paint Supplies Pool	The Home Depot #1982	Paint Supplies Pool	169.62	None
41-302-531503	Jefferson Floors Paint	Sherwin-Williams703034	Jefferson Floors Paint	787.46	None
41-302-531503	Jefferson Pool items	Menards Glendale Heigh	Jefferson Pool items	386.88	None
41-302-531503	Jefferson Pool items	Menards Glendale Heigh	Jefferson Pool items	20.90	None
41-302-532503	Pool Paint Baby Pool	Tnemec Company Inc	Pool Paint Baby Pool	1,495.00	None
41-302-532503	Air compressor baby pool	Amazon Mktp1 Nw1sb2ox0	Air compressor baby pool	244.62	None
41-302-532503	Jefferson Pool items	Menards Glendale Heigh	Jefferson Pool items	131.78	None
41-302-532503	Jefferson Pool items	Ferguson Ent #1550	Jefferson Pool items	89.48	None
41-302-532503	Jefferson Pool items	The Home Depot #1982	Jefferson Pool items	337.76	None
41-302-532503	Jefferson Pool items	Royal Pipe & Supply	Jefferson Pool items	232.60	None
41-302-532503	Jefferson Pool items	Ferguson Ent #1550	Jefferson Pool items	21.00	None
41-302-532503	Jefferson Pool items	Harbor Freight Tools 2	Jefferson Pool items	76.37	None
41-302-532503	Jefferson Pool items	Lombard Ace Hardware	Jefferson Pool items	65.36	None
41-302-532503	Jefferson Pool items	Lombard Ace Hardware	Jefferson Pool items	3.99	None
41-302-532503	Jefferson Pool items	Lombard Ace Hardware	Jefferson Pool items	51.56	None
41-302-532503	Jefferson Pool items	Lombard Ace Hardware	Jefferson Pool items	71.15	None
41-302-532503	Hardware Jefferson Pool Ba Villa Park Ace		Hardware Jefferson Pool Baby Pool	38.76	None
			Total Department 302 POOL	6,555.74	
Department: 303 VPRC					
41-303-531102	Serving Trays VPRC	Amazon Mktp1 Nb2hq1wb2	Serving Trays VPRC	53.55	None
41-303-531102	V bar press for VPRC Sue	Amazon Reta N231n8ih0	V bar press for VPRC Sue	20.08	None
41-303-531403	Janitorial Supplies VPRC	Lombard Ace Hardware	Janitorial Supplies VPRC	35.54	None
41-303-531403	Janitorial Supplies VPRC	Case Lots	Janitorial Supplies VPRC	171.90	None
41-303-531403	Janitorial Supplies VPRC	Case Lots	Janitorial Supplies VPRC	1,077.10	None
41-303-531403	Gym wipes for Fitness VPRC	Case Lots	Gym Wipes for Fitness VPRC	298.80	None
			Total Department 303 VPRC	1,656.97	
			Total Fund 41 SWIMMING POOL & REC FUND	8,212.71	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 202 EQUIP & SUPPLIES					
60-202-529902	5 BLINKER SOLAR STOP SIGNS TAPCO		5 BLINKER SOLAR STOP SIGNS	8,495.00	None
			Total Department 202 EQUIP & SUPPLIES	8,495.00	
Department: 210 CONTRACTUAL - SP REV FUNDS					
60-210-529210	VILLA (WILDWOOD TO IL 64) CIVILTECH ENGINEERING INC		VILLA (WILDWOOD TO IL 64) PHASE 2 DE	11,625.81	None
60-210-529210	ARDMORE (IL 38 TO IL 64) P CIVILTECH ENGINEERING INC		ARDMORE (IL 38 TO IL 64) PHASE 1 PE	11,852.47	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 60 STREET IMPROVEMENT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
60-210-529210	ARDMORE (IL 38 TO IL 64)	P CIVILTECH ENGINEERING INC	ARDMORE (IL 38 TO IL 64) PHASE 1 PE	30,453.15	None
60-210-529210	VILLA (WILDWOOD TO IL 64)	CIVILTECH ENGINEERING INC	VILLA (WILDWOOD TO IL 64) PHASE 2 DE	15,053.54	None
60-210-529210	VILLA BRIDGE PHASE 1 PE	TRANSYSTEMS CORPORATION	VILLA BRIDGE PHASE 1 PE	1,250.72	None
60-210-529210-E00005	HIGHLAND (PRINCETON TO SUM	TRANSYSTEMS CORPORATION	HIGHLAND (PRINCETON TO SUMMIT) PH 2 D	8,840.00	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				79,075.69	
Department: 603 REFERENDUM 2014					
60-603-529203	WESTMORE & WISCONSIN PHASE	CIVILTECH ENGINEERING INC	WESTMORE & WISCONSIN PHASE 2 DE	5,959.58	None
60-603-529203-E00002	HARVARD (PLYMOUTH TO RIDGE	V3 COMPANIES OF ILLINOIS	HARVARD (PLYMOUTH TO RIDGE) PHASE 3 C	4,616.45	None
60-603-529203-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	JACKSON AREA PHASE 3 CE	24,146.67	None
Total Department 603 REFERENDUM 2014				34,722.70	
Total Fund 60 STREET IMPROVEMENT FUND				122,293.39	
Fund: 64 CAPITAL PROJECTS FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
64-210-529210	SIDEWALK 2025 PHASE 2 DE	EDWIN HANCOCK ENGINEERING	SIDEWALK 2025 PHASE 2 DE	264.00	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				264.00	
Total Fund 64 CAPITAL PROJECTS FUND				264.00	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529210	DCEO DRAINAGE PHASE 2 DE	V3 COMPANIES OF ILLINOIS	DCEO DRAINAGE PHASE 2 DE	286.37	None
68-210-529210-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	JACKSON AREA PHASE 3 CE	72,440.02	None
68-210-529910	VM called- Emergency Junk	1-800-Got-Junk	VM called- Emergency Junk removal- ev	1,648.00	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				74,374.39	
Total Fund 68 STORMWATER BUYOUT FUND				74,374.39	
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-521001	TELEPHONE	JESSEN, DENNIS	MAY USAGE 2025	49.98	None
82-201-527001	COPIER USAGE	GORDON FLESCH CO. INC	COPIER USAGE	16.09	None
82-201-539901	UPS BATTERIES	Amazon Mktp1 Nb9z62si0	UPS BATTERIES	62.32	None
82-201-539901	SCISSORS	Amazon Mktp1 Ni6o557h2	SCISSORS	24.95	None
Total Department 201 ADMINISTRATION				153.34	
Department: 202 EQUIP & SUPPLIES					
82-202-529202	WESTMORE & WISCONSIN PHASE	CIVILTECH ENGINEERING INC	WESTMORE & WISCONSIN PHASE 2 DE	975.36	None
82-202-529202-E00002	HARVARD (PLYMOUTH TO RIDGE	V3 COMPANIES OF ILLINOIS	HARVARD (PLYMOUTH TO RIDGE) PHASE 3 C	3,077.63	None
82-202-529302	ROUTINE SAMPLES	ETP LABS INC	ROUTINE SAMPLES	468.00	None
82-202-529302	UCMR5 SAMPLES	PACE ANALYTICAL SERVICES L	UCMR5 SAMPLES	950.00	None
82-202-540102	CATHODIC SYSTEM MOD. & MAN	ERA VALDIVIA CONTRACTORS I	CATHODIC SYSTEM MOD. & MANWAY GASKET	15,690.81	None
Total Department 202 EQUIP & SUPPLIES				21,161.80	
Total Fund 82 WATER SUPPLY FUND				21,315.14	
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
83-201-527001	COPIER USAGE	GORDON FLESCH CO. INC	COPIER USAGE	16.08	None
83-201-539901	TIN SNIPS, S PENS	Amazon Mktp1 Nn1qh7s32	TIN SNIPS, S PENS	44.25	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
			Total Department 201 ADMINISTRATION	60.33	
Department: 202 EQUIP & SUPPLIES					
83-202-522402	PERMIT FEE REIMBURSEMENT	BARBARA DECKER	448 N LINCOLN - HOME FLOOD PREVENTION	250.00	None
83-202-529202	WESTMORE & WISCONSIN PHASE CIVILTECH ENGINEERING INC		WESTMORE & WISCONSIN PHASE 2 DE	1,004.42	None
83-202-529902	ANNUAL CLEANING OF 3 LIFT	BLACK GOLD SEPTIC INC	ANNUAL CLEANING OF 3 LIFT STATIONS	4,050.00	None
83-202-540102	448 N LINCOLN - HOME FLOOD	BARBARA DECKER	448 N LINCOLN - HOME FLOOD PREVENTION	3,500.00	None
			Total Department 202 EQUIP & SUPPLIES	8,804.42	
Department: 204 CONTRACTUAL SERVICES					
83-204-529204	WESTMORE & WISCONSIN PHASE CIVILTECH ENGINEERING INC		WESTMORE & WISCONSIN PHASE 2 DE	5,356.92	None
			Total Department 204 CONTRACTUAL SERVICES	5,356.92	
			Total Fund 83 WASTEWATER FUND	14,221.67	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		10-000-442071	ADMINISTRATIVE ADJUDICATION	75.00	
		10-110-520700	APPRECIATION DINNER & AWARDS	2,479.09	
		10-110-521100	LEGAL SERVICES	88.00	
		10-110-529900	OTHER CONTRACTUAL SERVICES	410.20	
		10-110-539900	OTHER SUPPLIES	1,100.10	
		10-110-565400	TRAFFIC & SAFETY COMMISSION	722.00	
		10-112-530300	DUES & PUBLICATIONS	34.99	
		10-120-520200	TRAINING & CONFERENCES	449.14	
		10-120-539900	OTHER SUPPLIES	93.26	
		10-121-527001	MAINT OF OFFICE EQUIPMENT	4,713.11	
		10-121-529901	OTHER CONTRACTUAL SERVICES	9,960.87	
		10-130-529900	OTHER CONTRACTUAL SERVICES	13,408.32	
		10-130-531700	OFFICE SUPPLIES	58.87	
		10-140-520200	TRAINING & CONFERENCES	60.00	
		10-140-522400	PERMIT FEE REIMBURSEMENT	250.00	
		10-140-523000	PRINTING SERVICES	649.40	
		10-140-530300	DUES & PUBLICATIONS	490.00	
		10-140-539900	OTHER SUPPLIES	81.66	
		10-150-527000	MAINT OF OFFICE EQUIPMENT	504.02	
		10-160-529900	OTHER CONTRACTUAL SERVICES	306.00	
		10-160-531400	JANITORIAL SUPPLIES	4,352.43	
		10-160-539900	OTHER SUPPLIES	290.38	
		10-180-531000	MOTOR VEHICLE PARTS & ACCESS	324.17	
		10-201-521001	TELEPHONE	1,249.95	
		10-201-526301	POST RETIREMENT BENEFITS	375.00	
		10-201-529901	OTHER CONTRACTUAL SERVICES	2,750.00	
		10-201-531701	OFFICE SUPPLIES	546.59	
		10-207-530107	UNIFORMS	500.00	
		10-207-532009	K-9	1,120.68	
		10-209-529909	OTHER CONTRACTUAL SERVICES	49,952.57	
		10-209-533309	RANGE SUPPLIES	3,774.00	
		10-211-526301	POST RETIREMENT BENEFITS	500.00	
		10-211-531401	JANITORIAL SUPPLIES	686.27	
		10-211-531701	OFFICE SUPPLIES	7.23	
		10-212-531721	OFFICE SUPPLIES	14.22	
		10-232-529902	OTHER CONTRACTUAL SERVICES	1,650.97	
		10-232-539902	OTHER SUPPLIES	189.62	
		10-255-529925	OTHER CONTRACTUAL SERVICES	624.00	
		10-257-534227	ASPHALT MIX	320.00	
		10-257-539927	OTHER SUPPLIES	2,159.60	
		11-202-540102	CAPITAL OUTLAY	237,338.84	
		19-520-521201	LEGAL SERVICES - POLICE DUI	2,882.48	
		26-241-529901	OTHER CONTRACTUAL SERVICES	15,810.00	
		35-201-520501	POSTAGE	350.00	
		35-201-529501	SUMMER FESTIVAL	51.13	
		35-216-529916	OTHER CONTRACTUAL SERVICES	230.00	
		35-216-531416	JANITORIAL SUPPLIES	89.87	
		35-235-520435	TRANSPORTATION	20.00	
		35-235-529735	OFFICIATING SERVICES	240.00	

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		35-235-529935	OTHER CONTRACTUAL SERVICES	7,061.50	
		35-235-531135	PROGRAM SUPPLIES	40.00	
		35-236-529936	OTHER CONTRACTUAL SERVICES	210.00	
		36-201-520201	TRAINING & CONFERENCES	18.48	
		36-201-531701	OFFICE SUPPLIES	296.13	
		36-202-530402	GROUNDS SUPPLIES	1,989.06	
		36-202-530502	TURF SUPPLIES	114.90	
		36-202-531502	BUILDING MAINT SUPPLIES	29.58	
		36-202-532202	HAND TOOLS	61.93	
		36-202-532502	GENERAL EQUIPMENT PARTS	1,329.25	
		36-202-539902	OTHER SUPPLIES	475.14	
		41-302-530102	UNIFORMS	301.59	
		41-302-530203	CHEMICALS	69.72	
		41-302-531403	JANITORIAL SUPPLIES	1,900.55	
		41-302-531503	BUILDING MAINT SUPPLIES	1,424.45	
		41-302-532503	GENERAL EQUIPMENT PARTS	2,859.43	
		41-303-531102	REC CENTER -PROGRAM SUPPLIES	73.63	
		41-303-531403	JANITORIAL SUPPLIES	1,583.34	
		60-202-529902	OTHER CONTRACTUAL SERVICES	8,495.00	
		60-210-529210	ENGINEERING SERVICES	70,235.69	
		60-210-529210-E00005	ENGINEERING SERVICES	8,840.00	
		60-603-529203	ENGINEERING SERVICES	5,959.58	
		60-603-529203-E00002	ENGINEERING SERVICES	4,616.45	
		60-603-529203-E00003	ENGINEERING SERVICES	24,146.67	
		64-210-529210	ENGINEERING SERVICES	264.00	
		68-210-529210	ENGINEERING SERVICES	286.37	
		68-210-529210-E00003	ENGINEERING SERVICES	72,440.02	
		68-210-529910	OTHER CONTRACTUAL SERVICES	1,648.00	
		82-201-521001	TELEPHONE	49.98	
		82-201-527001	MAINT OF OFFICE EQUIPMENT	16.09	
		82-201-539901	OTHER SUPPLIES	87.27	
		82-202-529202	ENGINEERING SERVICES	975.36	
		82-202-529202-E00002	ENGINEERING SERVICES	3,077.63	
		82-202-529302	LABORATORY TESTING	1,418.00	
		82-202-540102	CAPITAL OUTLAY	15,690.81	
		83-201-527001	MAINT OF OFFICE EQUIPMENT	16.08	
		83-201-539901	OTHER SUPPLIES	44.25	
		83-202-522402	PERMIT FEE REIMBURSEMENT	250.00	
		83-202-529202	ENGINEERING SERVICES	1,004.42	
		83-202-529902	OTHER CONTRACTUAL SERVICES	4,050.00	
		83-202-540102	CAPITAL OUTLAY	3,500.00	
		83-204-529204	ENGINEERING SERVICES	5,356.92	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	107,321.71	
		11	GENERAL FUND-CAPITAL	237,338.84	
		19	DUI TECHNOLOGY FUND	2,882.48	
		26	TIF 6 FUND-NO ARDMORE/VERMONT	15,810.00	
		35	RECREATION FUND	8,292.50	
		36	PARKS FUND	4,314.47	
		41	SWIMMING POOL & REC FUND	8,212.71	
		60	STREET IMPROVEMENT FUND	122,293.39	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/07/2025 - 07/07/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	check Number
		64	CAPITAL PROJECTS FUND	264.00	
		68	STORMWATER BUYOUT FUND	74,374.39	
		82	WATER SUPPLY FUND	21,315.14	
		83	WASTEWATER FUND	14,221.67	
		Total For All Funds:		616,641.30	

Michael Kees

JULY 2ND, 2025

Diana L

7-2-25

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

08.11.25

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/14/2025 - 07/14/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 110 PUBLIC AFFAIRS					
10-110-520700	SUPPLIES-EMPLOYEE APPRECIA	Gfs Store #1983	SUPPLIES-EMPLOYEE APPRECIATION PICNIC	325.77	None
10-110-529900	VIDEO TAPE APRIL BOARD MTG	SUNCOM.TV	APRIL 2025 FEES VARIOUS VIDEO	1,465.00	None
10-110-566700	KITES FOR KITES & KICKS EV	Amazon Mark Ni0bj23b2	KITES FOR KITES & KICKS EVENT	36.69	None
10-110-566700	LEGO PRIZR FOR WAVES OF DU	Amazon Reta Ni4oylxm2	LEGO PRIZR FOR WAVES OF DUPAGE EVENT	84.99	None
10-110-566700	TABLE CLOTHS	Amazon Mktp1 Ni2gq4a51	TABLE CLOTHS	91.08	None
Total Department 110 PUBLIC AFFAIRS				2,003.53	
Department: 121 MANAGER-IT					
10-121-521001	TELEPHONE	SAWYER, BRIAN	MONTHLY REIMBURSEMENT	49.98	None
10-121-529901	OFF-SITE DATA BACKUP	NOBLETEC LLC	OFF-SITE DATA BACKUP	4,200.00	None
10-121-529901	DOOR FOB ACCESS	PROCOM ENTERPRISES LTD	DOOR FOB ACCESS	198.00	None
10-121-529901	MILEAGE	SAWYER, BRIAN	MONTHLY REIMBURSEMENT	71.01	None
10-121-529901	PHONE SUPPORT	HEARTLAND BUSINESS SYSTEMS	PHONE SUPPORT	1,628.75	None
10-121-529901	PHONE SUPPORT	HEARTLAND BUSINESS SYSTEMS	PHONE SUPPORT	80.00	None
Total Department 121 MANAGER-IT				6,227.74	
Department: 130 FINANCE					
10-130-529900	CONTRACTED HR	MGT IMPACT SOLUTIONS LLC	CONTRACTED HR	16,298.00	None
10-130-529900	OTHER CONTRACTUAL SERVICES	MGT IMPACT SOLUTIONS LLC	CONTRACTED FINANCE DIRECTOR	17,632.00	None
10-130-529900	TEMP CARDOSO, ANDREIA	MGT IMPACT SOLUTIONS LLC	TEMP CARDOSO, ANDREIA	406.00	None
10-130-529900	TEMP FIN STAFF-LARIN WEEK	CONNECT SEARCH LLC	TEMP FIN STAFF-LARIN WEEK ENDING 06/2	1,431.00	None
Total Department 130 FINANCE				35,767.00	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-520100	PLANNING & ZOING - PUBLIC	DAILY HERALD	PLANNING & ZONING - PUBLIC HEARINGS	144.90	None
10-140-527000	LEASE JUNE 2025	KONICA MINOLTA PREMIER FIN	LEASE JUNE 2025	80.00	None
10-140-528900	FIRE SAFETY JUNE PLUMBING	FIRE SAFETY CONSULTANTS IN	FIRE SAFETY JUNE PLUMBING INSPECTIONS	11,100.00	None
10-140-528900	ELEVATOR INSPECTION	ELEVATOR INSPECTION SVC CO	ELEVATOR INSPECTION	80.00	None
10-140-528900	ELEVATOR INSPECTION	ELEVATOR INSPECTION SVC CO	ELEVATOR INSPECTION	32.00	None
10-140-529900	OTHER CONTRACTUAL SERVICES	KLUBER INC	FIRE STATION 81 RENO	3,500.00	None
10-140-529900	OTHER CONTRACTUAL SERVICES	KLUBER INC	VPRC CONDITIONS ASSESSMENT	4,750.00	None
Total Department 140 COMMUNITY DEVELOPMENT				19,686.90	
Department: 150 CENTRAL SERVICES					
10-150-520500	Contracts for sidewalk pro	Usps Po 1680700181	Contracts for sidewalk program to con	9.60	None
10-150-527000	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE07/08/25-08/04/	3,035.95	None
Total Department 150 CENTRAL SERVICES				3,045.55	
Department: 160 BUILDINGS & GROUNDS					
10-160-522000	220 S VILLA 05/06/25-06/0	NICOR GAS	220 S VILLA 05/06/25-06/05/25	103.14	None
10-160-522000	40 S ARDMORE 05/09/25-06/0	NICOR GAS	40 S ARDMORE 05/09/25-06/05/25	539.62	None
10-160-522000	100 S VILLA 05/06/25-06/05	NICOR GAS	100 S VILLA 05/06/25-06/05/25	76.53	None
10-160-522300	HISTORICAL MUSEUM	VILLAGE OF VILLA PARK UTIL	HISTORICAL MUSEUM	148.90	None
10-160-522300	FIRE STATION #3	VILLAGE OF VILLA PARK UTIL	FIRE STATION #3	688.27	None
10-160-522300	FIRE STATION #2	VILLAGE OF VILLA PARK UTIL	FIRE STATION #2	459.72	None
10-160-522300	STREET DEPT	VILLAGE OF VILLA PARK UTIL	STREET DEPT	150.55	None
10-160-522300	VILLAGE HALL	VILLAGE OF VILLA PARK UTIL	VILLAGE HALL	268.06	None
10-160-522300	PARKS GARAGE (28)	VILLAGE OF VILLA PARK UTIL	PARKS GARAGE (28)	431.72	None
10-160-522300	PW GARAGE (42)	VILLAGE OF VILLA PARK UTIL	PW GARAGE (42)	75.66	None
10-160-522300	VEHICLE MAINT	VILLAGE OF VILLA PARK UTIL	VEHICLE MAINT	205.40	None
10-160-522300	WATER & SEWER	VILLAGE OF VILLA PARK UTIL	WATER & SEWER	221.40	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 160 BUILDINGS & GROUNDS					
10-160-522300	CENTRAL PUMP STN	VILLAGE OF VILLA PARK UTIL	CENTRAL PUMP STN	190.29	None
10-160-522300	PUBLIC WORKS	VILLAGE OF VILLA PARK UTIL	PUBLIC WORKS	394.00	None
10-160-522300	POLICE DEPT	VILLAGE OF VILLA PARK UTIL	POLICE DEPT	640.99	None
10-160-522300	CORNELL PUMP STN	VILLAGE OF VILLA PARK UTIL	CORNELL PUMP STN	156.92	None
10-160-522300	106 S. VILLA AVE.	VILLAGE OF VILLA PARK UTIL	106 S. VILLA AVE.	130.60	None
10-160-529900	ANNUAL LICENSE FOR PARKS	NORATEK SOLUTIONS INC	ANNUAL LICENSE FOR PARKS	1,083.00	None
10-160-529900	VH REPAIRS SOUTH ENTRANCE	ANDERSON LOCK	VH REPAIRS SOUTH ENTRANCE:	3,485.30	None
10-160-529900	FD82- FIRE ALARM WIRELESS	JOHNSON CONTROLS SECURITY	FD82- FIRE ALARM WIRELESS MONITOR	108.00	None
10-160-529900	FD81- FIRE ALARM WIRELESS	JOHNSON CONTROLS SECURITY	FD81- FIRE ALARM WIRELESS MONITOR	173.35	None
Total Department 160 BUILDINGS & GROUNDS				9,731.42	
Department: 170 COMMUTER PARKING LOT					
10-170-522000	ES BEVERLY 1ST TERRACE 05/	NICOR GAS	ES BEVERLY 1ST TERRACE 05/06/25-06/05	60.23	None
10-170-522301	UPRR	VILLAGE OF VILLA PARK UTIL	UPRR	26.10	None
10-170-529900	ANNUAL LICENSE FOR PARKS	NORATEK SOLUTIONS INC	ANNUAL LICENSE FOR PARKS	1,083.00	None
10-170-529900	METRA MAINTENANCE 8 MONTHS	LANGTON GROUP	ARDMORE AVE BEDS & BRIDGE MAY	2,195.00	None
10-170-529900	METRA MAINTENANCE 8 MONTHS	LANGTON GROUP	ARDMORE AVE BEDS & BRIDGE APRIL	2,195.00	None
Total Department 170 COMMUTER PARKING LOT				5,559.33	
Department: 201 ADMINISTRATION					
10-201-521001	DEVICE LICENSE FEE	MOTOROLA SOLUTIONS INC	DEVICE LICENSE FEE	520.00	None
10-201-521001	MINI BULLET - 6 MONTHS	IPSAN	MINI BULLET - 6 MONTHS	72.00	None
10-201-521201	POLICE SOCIAL WORKER	TRI-TOWN YMCA	POLICE SOCIAL WORKER	34,100.00	None
Total Department 201 ADMINISTRATION				34,692.00	
Department: 209 POLICE-PATROL					
10-209-529909	FLEET ACTIVITY THROUGH 6/3	ZIPS CAR WASH LLC	FLEET ACTIVITY THROUGH 6/30/2025	45.00	None
10-209-529909	EXPRESS CAR WASH JUNE 2025	WASHU LLC	EXPRESS CAR WASH JUNE 2025	40.00	None
10-209-530109	UNIFORM FOR SOPHIA PETRI	O'HERRON CO INC, RAY	UNIFORM FOR SOPHIA PETRI	135.00	None
Total Department 209 POLICE-PATROL				220.00	
Department: 211 FIRE-ADMIN					
10-211-529901	50ft Outdoor Extension Cor	Amazon Mktp1 Nh77c4hb0	50ft Outdoor Extension Cord	30.99	None
10-211-529901	15 & 20 Amp volts	Amazon Mktp1 Nh2mo26k0	15 & 20 Amp volts	67.35	None
10-211-529901	Car Washes	Jet Brite Car Wash	Car Washes	9.00	None
10-211-529901	Lucas Speed Wax	Amazon.Com Na6q47nt1	Lucas Speed Wax	59.94	None
10-211-529901	Tire Shine	Amazon Mktp1 No0a38ts1	Tire Shine	17.98	None
10-211-529901	MDT and iPads Monthly serv	Vzwr1ss Apocc Visb	MDT and iPads Monthly Service	480.28	None
10-211-529901	CAR WASH	WASHU LLC	CAR WASH	6.00	None
10-211-531401	Paper Towels, Soap, Lysol,	Case Lots	Paper Towels, Soap, Lysol, Finish Tab	492.65	None
10-211-531501	Lawn Sprinkler for St. 81	Amazon Mktp1 No0a38ts1	Lawn Sprinkler for St. 81	20.98	None
10-211-531501	BUILDING MAINT SUPPLIES	LOMBARD ACE HARDWARE (FIRE	MAGNETS FOR COMMAND BOARDS	23.96	None
10-211-531501	KEY	LOMBARD ACE HARDWARE (FIRE	KEY	2.99	None
10-211-531701	4X6 American Flags	Amazon Mktp1 Nh2dx89c0	4X6 American Flags	57.98	None
10-211-531701	4X6 American Flags - RETUR	BMO HARRIS MASTERCARD	4X6 American Flags - RETURN	(57.98)	None
10-211-531701	HP83A TONER CARTRIDGE	WAREHOUSE DIRECT	HP83A TONER CARTRIDGE	89.46	None
10-211-539901	Swearing In Refreshments/S	wal-Mart #1848	Swearing In Refreshments/Supplies 6.2	91.31	None
10-211-539901	Swearing In Refreshments -	Jersey Mikes 27053	Swearing In Refreshments - TS	300.00	None
10-211-539901	Plates, Helium Tank for Sw	wal-Mart #1848	Plates, Helium Tank for Swearing In	27.69	None
10-211-539901	Chiefs Lunch Meeting	Anyways Pub Oakbrook	Chiefs Lunch Meeting	134.39	None

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

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BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 211 FIRE-ADMIN					
Total Department 211 FIRE-ADMIN				1,854.97	
Department: 212 FIRE PREVENT & PROTECT					
10-212-520222	BOF Book - AO	Jones & Bartlett Learn	BOF Book - AO	114.71	None
10-212-520222	FSVO - WS, SS	ROMEONVILLE FIRE ACADEMY, V	FSVO - WS, SS	350.00	None
10-212-530122	Facemask Identifier - AO	Awogsystems	Facemask Identifier - AO	20.00	None
10-212-530122	Passport Tags - AO, MS, WS	Eagle Engraving Inc	Passport Tags - AO, MS, WS	29.05	None
10-212-531721	HDMI Cable	Amazon.Com Na19p3672	HDMI Cable	8.01	None
10-212-539922	WIRE CUPS, WIRE WHEEL	VILLA PARK ACE HARDWARE	WIRE CUPS, WIRE WHEEL	28.08	None
Total Department 212 FIRE PREVENT & PROTECT				549.85	
Department: 232 AMBULANCE/PARAMEDIC					
10-232-529902	AMBULANCE BILLING FEES - M	PARAMEDIC BILLING SERVICES	AMBULANCE BILLING FEES - MAY 2025	8,567.33	None
10-232-529902	Tablet Case	Amazon.Com No2lg8fa0	Tablet Case	229.99	None
10-232-529902	Provider Vehicle Inspection	Il Dpt Pub Health Ems	Provider Vehicle Inspection Fee	76.69	None
10-232-530102	SILVER NAMEPLATE - AO	O'HERRON CO INC, RAY	SILVER NAMEPLATE - AO	16.47	None
10-232-539902	DYNA-LIFT Transport Units,	Sq Medical Warehouse,	DYNA-LIFT Transport Units, Part Kits	401.90	None
10-232-539902	Wall Mounted Bag Dispenser	Amazon Mktp1 No6i07sd2	Wall Mounted Bag Dispenser	46.98	None
10-232-539902	THERAPY OXYGEN CYLINDERS	TERRACE SUPPLY COMPANY	THERAPY OXYGEN CYLINDERS	52.76	None
Total Department 232 AMBULANCE/PARAMEDIC				9,392.12	
Department: 240 GARBAGE					
10-240-299004	ELECTRONIC RECYCLING	EWOKS ELECTRONICS SERVICE	ELECTRONIC RECYCLING	500.00	None
Total Department 240 GARBAGE				500.00	
Department: 251 PW-ADMN					
10-251-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE07/08/25-08/04/	230.00	None
10-251-529901	Ipas Autoreplenish	Il Tollway-Autorepleni	Ipas Autoreplenish	40.00	None
Total Department 251 PW-ADMN				270.00	
Department: 255 PW-TRAFFIC					
10-255-539325	Flags and poles	Uncommon Usa Cloverfle	Flags and poles	360.00	None
Total Department 255 PW-TRAFFIC				360.00	
Department: 256 PW-STORMSEWER					
10-256-534726	CAST IRON ITEMS	WESTMORE SUPPLY CO	1/2 INCH REBAR	70.50	None
Total Department 256 PW-STORMSEWER				70.50	
Department: 257 PW-STREET MAINT					
10-257-534227	HIGH PERFORMANCE COLD	DUPAGE MATERIALS COMPANY L	HIGH PERFORMANCE COLD	320.00	None
10-257-534227	HMA N50M SC	DUPAGE MATERIALS COMPANY L	HMA N50M SC	109.34	None
10-257-539927	Safety cones	Trafficsafetystore.Com	Safety cones	365.37	None
10-257-539927	Absorbent mat rolls	Autozone #2637	Absorbent mat rolls	34.99	None
10-257-539927	Rakes / gas can	Russo Power Equipment	Rakes / gas can	197.16	None
10-257-539927	Hose nozzles / washers	Villa Park Ace	Hose nozzles / washers	23.57	None
10-257-539927	Hex keys	Villa Park Ace	Hex keys	16.57	None
10-257-539927	Drill bits	Villa Park Ace	Drill bits	16.58	None
Total Department 257 PW-STREET MAINT				1,083.58	
Department: 258 PW-FORESTRY					
10-258-539928	Rake / saw / sign	Russo Power Equipment	Rake / saw / sign	176.94	None
Total Department 258 PW-FORESTRY				176.94	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
				Total Fund 10 CORPORATE FUND	131,191.43
Fund: 11 GENERAL FUND-CAPITAL					
Department: 202 EQUIP & SUPPLIES					
11-202-529902	320 E WILDWOOD 05/09/25-06	NICOR GAS	320 E WILDWOOD 05/09/25-06/10/25	485.71	None
11-202-540102	Knack truck box	Acmetools.Com	Knack truck box	1,484.00	None
11-202-540102	EQUIPMENT FOR CHIEF CAR	O'HERRON CO INC, RAY	EQUIPMENT FOR CHIEF CAR	283.41	None
11-202-540102	EQUIPMENT 2025 FORD UTILIT	O'HERRON CO INC, RAY	EQUIPMENT 2025 FORD UTILITY MARKED	48.00	None
11-202-540102	AED Stickers	Amazon Mktp1 No2xj9kq2	AED Stickers	16.63	None
11-202-540102	EQUIPMENT FOR CHIEF CAR	O'HERRON CO INC, RAY	EQUIPMENT FOR CHIEF CAR	24.00	None
11-202-540102	EQUIPMENT FOR 2025 FORD UT	O'HERRON CO INC, RAY	EQUIPMENT FOR 2025 FORD UTILITY MARKE	356.00	None
11-202-540102	2025 F150 MICRODASH, PRE-E	O'HERRON CO INC, RAY	2025 F150 MICRODASH, PRE-EMPTION, CLR	299.00	None
11-202-540102	EQUIPMENT FOR 2025 FORD UT	O'HERRON CO INC, RAY	EQUIPMENT FOR 2025 FORD UTILITY MARKE	1,967.00	None
11-202-540102	EQUIPMENT FOR CHIEF CAR	O'HERRON CO INC, RAY	EQUIPMENT FOR CHIEF CAR	299.00	None
11-202-540202	Retractable Scissor Leash	North American Rescue	Retractable Scissor Leash	28.58	None
				Total Department 202 EQUIP & SUPPLIES	5,291.33
				Total Fund 11 GENERAL FUND-CAPITAL	5,291.33
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE07/08/25-08/04/	689.98	None
35-201-529501	TABLES, CHAIRS, TENTS FOR	Fsp Rose Party Rentals	TABLES, CHAIRS, TENTS FOR SUMMER FEST	5,891.98	None
35-201-531701	PADFOLIO & OFFICE GRABBER	Amazon Mark 8r7ih8si3	PADFOLIO & OFFICE GRABBER	31.79	None
35-201-531701	MEASURING CUPS & MESSAGE B	Amazon Mark Nb1bz0cs2	MEASURING CUPS & MESSAGE BOOK	25.57	None
35-201-531701	NOTEBOOKS	Amazon Reta Ni4g12c00	NOTEBOOKS	15.99	None
35-201-531701	WALL CALENDAR	Amazon Mktp1 Nw70m6w32	WALL CALENDAR	19.07	None
35-201-531701	BINDERS-VPRC WAVIERS OFFIC	GARVEY'S OFFICE PRODUCTS	BINDERS-VPRC WAVIERS OFFICE SUPPLIES	29.82	None
35-201-531701	POSTER BOARD OFFICE SUPPLI	GARVEY'S OFFICE PRODUCTS	POSTER BOARD OFFICE SUPPLIES	35.99	None
				Total Department 201 ADMINISTRATION	6,740.19
Department: 216 PRP-BLDG & GROUNDS					
35-216-522016	338 N IOWA 05/06/25-06/05/	NICOR GAS	338 N IOWA 05/06/25-06/05/25	174.60	None
35-216-522316	ROTARY PARK RSTRM	VILLAGE OF VILLA PARK UTIL	ROTARY PARK RSTRM	135.71	None
35-216-522316	ICC 1ST	VILLAGE OF VILLA PARK UTIL	ICC 1ST	182.95	None
35-216-522316	ICC 2ND	VILLAGE OF VILLA PARK UTIL	ICC 2ND	128.95	None
35-216-522316	HIGH RIDGE BASEBALL FIELD	VILLAGE OF VILLA PARK UTIL	HIGH RIDGE BASEBALL FIELD	8.41	None
35-216-529916	VPRC ALARM SYSTEM MONITORI	SMG SECURITY SYSTEMS INC	VPRC ALARM SYSTEM MONITORING APRIL	105.00	None
35-216-529916	VPRC ALARM SYSTEM MONITORI	SMG SECURITY SYSTEMS INC	VPRC ALARM SYSTEM MONITORING MAY	105.00	None
				Total Department 216 PRP-BLDG & GROUNDS	840.62
Department: 235 PRR-SUMMER					
35-235-529935	EARLY CHILDHOOD CONTRACTED	In Rock N Kids, Inc	EARLY CHILDHOOD CONTRACTED PROGRAM	294.00	None
35-235-529935	CY 25 CONTRACTUAL FITNESS	SMITH, VIOLET R	CY 25 CONTRACTUAL FITNESS PROGRAM	300.00	None
35-235-531135	PRESCHOOL GRADUATION SUPPL	Otc Brands Otc Brand	PRESCHOOL GRADUATION SUPPLIES AND MIN	141.89	None
35-235-531135	PRESCHOOL SUPPLIES	Amazon.Com N23sd0ii0	PRESCHOOL SUPPLIES	43.18	None
35-235-531135	TEACHER APPRECIATION FOOD	Jewel Osco 3284	TEACHER APPRECIATION FOOD	27.98	None
35-235-531135	CABINETS FOR SUMMER CAMP	Amazon Mktp1 Nb1tz0510	CABINETS FOR SUMMER CAMP	172.46	None
35-235-531135	TEACHER APPRECIATION LUNCH	Dominicks Pizzeria	TEACHER APPRECIATION LUNCH	61.87	None
35-235-531135	PRESCHOOL PICTURES	Walgreens #4252	PRESCHOOL PICTURES	0.39	None
35-235-531135	TRUNK OR TREAT EVENT	Dollar Tree	TRUNK OR TREAT EVENT	11.25	None
35-235-531135	END OF YEAR PRESCHOOL PICN	Wal-Mart #1737	END OF YEAR PRESCHOOL PICNIC	123.43	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 35 RECREATION FUND					
Department: 235 PRR-SUMMER					
35-235-531135	STEP LADDER FOR SUMMER CAM	Amazon Mktp1 Ni6422qo1	STEP LADDER FOR SUMMER CAMP STORAGE	72.66	None
35-235-531135	END OF YEAR PRESCHOOL PICN	Restaurant Depot	END OF YEAR PRESCHOOL PICNIC	31.53	None
35-235-531135	CART FOR PRESCHOOL STORAGE	Amazon Mktp1 Nw6nr8zf0	CART FOR PRESCHOOL STORAGE	110.31	None
35-235-531135	SUMMER CAMP SUPPLIES	Wal-Mart #1737	SUMMER CAMP SUPPLIES	207.36	None
35-235-531135	MINI ADVENTURE CAMP SUPPLI	Amazon Mktp1 Nn47h6mi2	MINI ADVENTURE CAMP SUPPLIES	140.85	None
35-235-531135	SUMMER CAMP SUPPLIES	Amazon Mktp1 Nz1870dx0	SUMMER CAMP SUPPLIES	77.98	None
35-235-531135	SUMMER CAMP SUPPLIES	Amazon Mktp1 Nz77u3w70	SUMMER CAMP SUPPLIES	161.23	None
35-235-531135	RAFFLE TICKETS AND SIGN ST	Amazon Mark Nw9qx9m10	RAFFLE TICKETS AND SIGN STAND	55.82	None
35-235-531135	COFFEE POT-SENIOR PROGRAMS	Amazon.Com Ni1bm6co2	COFFEE POT-SENIOR PROGRAMS	62.77	None
35-235-531135	5-3 SENIOR BUS TRIP	Tst Lou Malnatis - O	5-3 SENIOR BUS TRIP	194.37	None
35-235-531135	BINGO PRIZES	Jewel Osco 3278	BINGO PRIZES	21.47	None
35-235-531135	SUPPLIES-NATIONAL DAY	Jewel Osco 3284	SUPPLIES-NATIONAL DAY	55.22	None
35-235-531135	SUPPLIES-MOM/SON EVENT	Wal-Mart #1737	SUPPLIES-MOM/SON EVENT	120.92	None
35-235-531135	BOUNCE HOUSE-MOM/SON EVENT	Fsp Bounce Houses R Us	BOUNCE HOUSE-MOM/SON EVENT	462.41	None
35-235-531135	5/10 LET'S DO LUNCH CARRYO	Raising Canes 0378	5/10 LET'S DO LUNCH CARRYOUT	206.82	None
35-235-531135	BINGO PRIZES	Dollar Tree	BINGO PRIZES	72.50	None
35-235-531135	DONUTS 5/14 DONUT BINGO	Marianos #543	DONUTS 5/14 DONUT BINGO	23.98	None
35-235-531135	WAGON/GLO TOYS-SUMMER CONC	Amazon Mktp1 Nz2yv4n92	WAGON/GLO TOYS-SUMMER CONCERTS	184.07	None
35-235-531135	SENIOR TRIP DEPOSIT	Jacob Henry Mansion	SENIOR TRIP DEPOSIT	200.00	None
35-235-531135	SUPPLIES-NATIONAL DAY	Jewel Osco 3284	SUPPLIES-NATIONAL DAY	34.44	None
35-235-531135	SUPPLIES-NATIONAL DAY	Aldi 40028	SUPPLIES-NATIONAL DAY	43.74	None
35-235-531135	SUPPLIES-NATIONAL DAY	Aldi 40036	SUPPLIES-NATIONAL DAY	18.91	None
35-235-531135	SENIOR PROGRAM SUPPLIES	Jewel Osco 3284	SENIOR PROGRAM SUPPLIES	43.96	None
35-235-531135	PRESCHOOL GRADUATION SUPPL	Wm Supercenter #1737	PRESCHOOL GRADUATION SUPPLIES	39.74	None
35-235-531135	PRESCHOOL MOTHERS DAY SUPP	Ross Store #2264	PRESCHOOL MOTHERS DAY SUPPLIES	7.99	None
35-235-531135	PRESCHOOL END OF YEAR SUPP	Wal-Mart #1737	PRESCHOOL END OF YEAR SUPPLIES	48.35	None
35-235-531135	PRESCHOOL CINCO DE MAYO TA	Jewel Osco 3284	PRESCHOOL CINCO DE MAYO TASTE TEST	10.23	None
35-235-531135	PRESCHOOL GRAUDATION SUPPL	Wm Supercenter #1737	PRESCHOOL GRAUDATION SUPPLIES AND ICE	32.61	None
35-235-531135	PRESCHOOL GRADUATION CANDY	Wm Supercenter #1737	PRESCHOOL GRADUATION CANDY	9.96	None
35-235-531135	ICE CREAM FOR SUMMER CONCE	GOLD MEDAL CHICAGO ML30	ICE CREAM FOR SUMMER CONCERTS	743.15	None
35-235-531135-035010	MOM SON SUPPLIES	Amazon Mktp1 Nb0ug3wr1	MOM SON SUPPLIES	112.96	None
35-235-531135-035010	MOM AND SON EVENT FOOD	Jewel Osco 3284	MOM AND SON EVENT FOOD	21.96	None
Total Department 235 PRR-SUMMER				4,806.72	
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-520236	CY 25 LIFEGUARD TRAINING A	COLLEGE OF DU PAGE	CY 25 LIFEGUARD TRAINING AT THE COLLE	180.00	None
35-236-531136	LITTLE CHEFS SESSION II	Wal-Mart #1737	LITTLE CHEFS SESSION II	17.10	None
35-236-531136	LITTLE LEARNERS SUPPLIES	Amazon Mktp1 5v8y012u3	LITTLE LEARNERS SUPPLIES	17.45	None
35-236-531136	LITTLE LEARNERS SUPPLIES	Amazon Mktp1 Nb2bk8572	LITTLE LEARNERS SUPPLIES	38.04	None
35-236-531136	PRESCHOOL ART RACK REFURD	BMO HARRIS MASTERCARD	PRESCHOOL ART RACK REFURD	(54.80)	None
35-236-531136	APRIL NATIONAL DAY/BIRTHDA	Gfs Store #1983	APRIL NATIONAL DAY/BIRTHDAY LUNCH	205.32	None
35-236-531136	APRIL NATIONAL DAY/BIRTHDA	Aldi 40028	APRIL NATIONAL DAY/BIRTHDAY LUNCH	21.36	None
35-236-531136	BINGO PRIZES	Dollar Tree	BINGO PRIZES	81.25	None
35-236-531136	APRIL NATIONAL DAY/BIRTHDA	Marianos #543	APRIL NATIONAL DAY/BIRTHDAY LUNCH	67.07	None
35-236-531136	APRIL BIRTHDAY BINGO SUPPL	Jewel Osco 3284	APRIL BIRTHDAY BINGO SUPPLIES	44.53	None
35-236-531136	BINGO PRIZES	Dollartree	BINGO PRIZES	118.75	None
35-236-531136	DONUTS-4/30 DONUT BINGO	Marianos #543	DONUTS-4/30 DONUT BINGO	23.94	None
35-236-531136	5/3 DINING DESTINATIONS	Tst Country House- Gen	5/3 DINING DESTINATIONS	244.64	None
Total Department 236 PRR-FALL-WNTR-SPRING				1,004.65	

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BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 35 RECREATION FUND					
				Total Fund 35 RECREATION FUND	13,392.18
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-522001	320 KENILWORTH 05/09/25-06	NICOR GAS	320 KENILWORTH 05/09/25-06/10/25	63.24	None
36-201-522001	300 N WESTMORE 05/07/25-06	NICOR GAS	300 N WESTMORE 05/07/25-06/06/25	91.17	None
36-201-522301	TRAIN DEPOT	VILLAGE OF VILLA PARK UTIL	TRAIN DEPOT	163.51	None
36-201-522301	VILLA TOT LOT	VILLAGE OF VILLA PARK UTIL	VILLA TOT LOT	6.08	None
36-201-522301	TOT LOT	VILLAGE OF VILLA PARK UTIL	TOT LOT	5.60	None
36-201-522301	NORTH TERRACE PARK	VILLAGE OF VILLA PARK UTIL	NORTH TERRACE PARK	563.74	None
36-201-522301	PARKS GARAGE (42)	VILLAGE OF VILLA PARK UTIL	PARKS GARAGE (42)	158.25	None
36-201-522301	FRANKLIN PARK FOUNTAIN	VILLAGE OF VILLA PARK UTIL	FRANKLIN PARK FOUNTAIN	1.54	None
36-201-522301	TWIN LAKES	VILLAGE OF VILLA PARK UTIL	TWIN LAKES	13.83	None
36-201-522301	ARDMR/CNTRL FNTN	VILLAGE OF VILLA PARK UTIL	ARDMR/CNTRL FNTN	1.00	None
36-201-522301	ARDMORE/GW FNTN	VILLAGE OF VILLA PARK UTIL	ARDMORE/GW FNTN	1.02	None
36-201-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE07/08/25-08/04/	184.00	None
36-201-529901	ANNUAL LICENSE FOR PARKS	NORATEK SOLUTIONS INC	ANNUAL LICENSE FOR PARKS	1,083.00	None
				Total Department 201 ADMINISTRATION	2,335.98
Department: 202 EQUIP & SUPPLIES					
36-202-529902	ANNUAL LICENSE FOR PARKS	NORATEK SOLUTIONS INC	ANNUAL LICENSE FOR PARKS	1,083.00	None
36-202-529902	ARDMORE AVE BEDS & BRIDGE	LANGTON GROUP	ARDMORE AVE BEDS & BRIDGE MAY	2,041.00	None
36-202-529902	ARDMORE AVE BEDS & BRIDGE	LANGTON GROUP	ARDMORE AVE BEDS & BRIDGE APRIL	2,041.00	None
36-202-529902	PORTABLE TOILETS FOR PARKS	Sq Floods Royal Flush	PORTABLE TOILETS FOR PARKS	624.00	None
36-202-529902	MOTNHLY WEEDING AND DEADHE	LANGTON GROUP	MOTNHLY WEEDING AND DEADHEADIN IOWA	105.14	None
36-202-529902	MOTNHLY WEEDING AND DEADHE	LANGTON GROUP	MOTNHLY WEEDING AND DEADHEADIN IOWA	1,209.14	None
36-202-530402	REC CENTER SUPPLIES	LOMBARD ACE HARDWARE (GENE	REC CENTER SUPPLIES	26.94	None
36-202-532002	WATERING HOSE	LOMBARD ACE HARDWARE (GENE	WATERING HOSE	34.99	None
36-202-539902	FASTENERS	LOMBARD ACE HARDWARE (GENE	FASTENERS	2.20	None
36-202-539902	BRASS SHUT OFF HOLES	LOMBARD ACE HARDWARE (GENE	BRASS SHUT OFF HOLES	12.99	None
36-202-539902	RUBBER TRAP STRAP 45"	LOMBARD ACE HARDWARE (GENE	RUBBER TRAP STRAP 45"	19.95	None
36-202-539902	FLAG KEYS	LOMBARD ACE HARDWARE (GENE	FLAG KEYS	11.96	None
36-202-540102	LIONS PARK CONTRCTUION PRO	HACIENDA LANDSCAPING INC	LIONS PARK CONTRCTUION PROJECT MARCH	196,739.11	None
				Total Department 202 EQUIP & SUPPLIES	203,951.42
				Total Fund 36 PARKS FUND	206,287.40
Fund: 41 SWIMMING POOL & REC FUND					
Department: 301 POOL&REC-ADMIN					
41-301-522001	341 N HARVARD 05/06/25-06/	NICOR GAS	341 N HARVARD 05/06/25-06/05/25	814.23	None
41-301-522001	341 N HARVARD 05/06/25-0	NICOR GAS	341 N HARVARD 05/06/25-06/05/25	1,930.71	None
41-301-522301	JEFFERSON POOL	VILLAGE OF VILLA PARK UTIL	JEFFERSON POOL	4,728.85	None
41-301-522301	JEFFERSON #2	VILLAGE OF VILLA PARK UTIL	JEFFERSON #2	1,703.72	None
41-301-531701	SIGN HOLDERS	Amazon Mktp1 Ni4xt1yn2	SIGN HOLDERS	117.49	None
41-301-531701	EASELS	Amazon Reta Nw9z815i0	EASELS	23.10	None
				Total Department 301 POOL&REC-ADMIN	9,318.10
Department: 302 POOL					
41-302-529902	OTHER CONTRACTUAL SERVICES	DUPAGE SECURITY SOLUTIONS	JEFFERSON POOL STORAGE ROOM DOOR LOCK	455.00	None
41-302-529902	OTHER CONTRACTUAL SERVICES	AQUA PURE ENTERPRISES INC	REPLACEMENT OF BABY POOL CONTROLLER P	1,219.95	None
41-302-530102	AQUATIC TEAM UNIFORM WHIST	Kiefer Aquatics	AQUATIC TEAM UNIFORM WHISTLES, PACKS	524.26	None
41-302-530102	AQUATIC TEAM UNIFORM SWIM	Water Safety Produc	AQUATIC TEAM UNIFORM SWIM SUITS FOR L	1,304.57	None

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Fund: 41 SWIMMING POOL & REC FUND					
Department: 302 POOL					
41-302-530102	AQUATIC TEAM UNIFORM LG JA	Water Safety Produc	AQUATIC TEAM UNIFORM LG JACKETS	516.59	None
41-302-530102	DISPOSABLE GLOVES FOR POOL	Amazon Mktp1 Nb3841ty1	DISPOSABLE GLOVES FOR POOL AND VPRC	138.58	None
41-302-530102	COLD PACKS FOR FIRST AID	Amazon Mktp1 Ni3ze1vh2	COLD PACKS FOR FIRST AID	176.25	None
41-302-530102	WATER FITNESS STEP PVC	Amazon Mktp1 Nz0n703s2	WATER FITNESS STEP PVC	119.99	None
41-302-530203	CHEMICALS	AQUA PURE ENTERPRISES INC	POOL CHEMICALS	9,037.89	None
41-302-531102	DUMBELLS FOR VPRC FITNESS	Amazon Mark Ni2iu7zz2	DUMBELLS FOR VPRC FITNESS CENTER	44.99	None
41-302-531102	DUMBELLS FOR VPRC FITNESS	Amazon Mark Nb2s89jff0	DUMBELLS FOR VPRC FITNESS CENTER	62.99	None
41-302-531102	DUMBELLS FOR VPRC FITNESS	Amazon Mark Nb4z00xc0	DUMBELLS FOR VPRC FITNESS CENTER	55.99	None
41-302-531102	DISHPAN & MAGNETS FOR VPRC	Amazon Mark Ni18f0da1	DISHPAN & MAGNETS FOR VPRC	67.23	None
41-302-531102	SCALE FOR VPRC FITNESS CEN	Oxiline Llc	SCALE FOR VPRC FITNESS CENTER	119.60	None
41-302-531102	HDMI COUPLER, HOOKS FOR VP	Amazon Mark Nz1lp7px1	HDMI COUPLER, HOOKS FOR VPRC	35.26	None
41-302-531102	SIGN STANDS	Amazon Mark Nz1l01181	SIGN STANDS	49.73	None
41-302-531503	JEFFERSON POOL	LOMBARD ACE HARDWARE (GENE	JEFFERSON POOL MAIN SUPPLIES	59.76	None
41-302-532503	JEFFERSON POOL EQUIPMENT S	HALOGEN SUPPLY CO INC	JEFFERSON POOL EQUIPMENT SUPPLIES	442.94	None
41-302-532503	JEFFERSON POOL EQUIPMENT S	HALOGEN SUPPLY CO INC	JEFFERSON POOL EQUIPMENT SUPPLIES	299.23	None
41-302-532503	JEFFERSON POOL EQUIPMENT S	HALOGEN SUPPLY CO INC	JEFFERSON POOL EQUIPMENT SUPPLIES	802.25	None
Total Department 302 POOL				15,533.05	
Department: 303 VPRC					
41-303-529901	RENEWAL OF ANNUAL PERMIT	Dupage Cnty Health Dep	RENEWAL OF ANNUAL PERMIT	678.94	None
41-303-531102	DRY ERASE EASEL AND MARKER	Amazon Mktp1 Nw9nr8oy2	DRY ERASE EASEL AND MARKERS FOR VPRC	84.23	None
41-303-531503	REC CENTER SUPPLIES	LOMBARD ACE HARDWARE (GENE	REC CENTER SUPPLIES	99.97	None
Total Department 303 VPRC				863.14	
Total Fund 41 SWIMMING POOL & REC FUND				25,714.29	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529910	Drainage assistance progra A K Mulch&firewood		Drainage assistance program - 216 E.	136.00	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				136.00	
Total Fund 68 STORMWATER BUYOUT FUND				136.00	
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-520501	Harvard Ave (Plymouth to R	Usps Po 1680700181	Harvard Ave (Plymouth to Ridge) Contr	10.50	None
82-201-521001	2025 MAY USAGE	VENCHUS, THOMAS	2025 MAY USAGE	49.98	None
82-201-521001	JUNE 2025 USAGE	JESSEN, DENNIS	JUNE 2025 USAGE	49.98	None
82-201-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE07/08/25-08/04/	229.99	None
Total Department 201 ADMINISTRATION				340.45	
Department: 202 EQUIP & SUPPLIES					
82-202-522002	35 W HOME 05/06/25-06/05/2	NICOR GAS	35 W HOME 05/06/25-06/05/25	244.98	None
82-202-522002	31 W HOME 05/06/25-06/05/2	NICOR GAS	31 W HOME 05/06/25-06/05/25	69.66	None
82-202-522002	1260 S CORNELL 05/09/25-06	NICOR GAS	1260 S CORNELL 05/09/25-06/10/25	153.08	None
82-202-528502	HAUL SPOILS FROM DOME	BELL CARTAGE CORP.	HAUL SPOILS FROM DOME	3,600.00	None
82-202-532202	Hydrant wrench	Ziebell Water Servi	Hydrant wrench	183.00	None
82-202-534302	STONE FOR WATERMAIN	BELL CARTAGE CORP.	STONE FOR WATERMAIN	7,307.89	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	2 YARDS CONCRETE	598.00	None
82-202-539902	Pipe	The Home Depot #1982	Pipe	64.36	None
82-202-539902	Batteries / bottles	Lombard Ace Hardware	Batteries / bottles	58.97	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 82 WATER SUPPLY FUND					
Department: 202 EQUIP & SUPPLIES					
82-202-539902	BLACK DIRT FOR RESTO	DUPAGE TOPSOIL INC	BLACK DIRT FOR RESTO	955.00	None
82-202-539902	BLACK DIRT FOR RESTORATION	DUPAGE TOPSOIL INC	BLACK DIRT FOR RESTORATION	260.00	None
82-202-540102	WATER MAIN FOR METRA LOT	CORE & MAIN	WATER MAIN FOR METRA LOT	5,944.20	None
Total Department 202 EQUIP & SUPPLIES				19,439.14	
Total Fund 82 WATER SUPPLY FUND				19,779.59	
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
83-201-527001	COPIERS/PRINTERS LEASE	GFC LEASING	COPIERS/PRINTERS LEASE07/08/25-08/04/	230.00	None
83-201-529901	SCADA COMPUTER SUPPORT	CONCENTRIC INTEGRATION LLC	SCADA COMPUTER SUPPORT	440.00	None
83-201-530301	ANNUAL NPDES FEE	ILLINOIS EPA	ANNUAL NPDES FEE	7,500.00	None
83-201-569401	WATER REVOLVING FUND-WASTE	ILLINOIS ENVIRONMENTAL	WATER REVOLVING FUND-WASTEWATER PROJE	101,536.84	None
Total Department 201 ADMINISTRATION				109,706.84	
Department: 202 EQUIP & SUPPLIES					
83-202-522002	149 S MONTEREY 05/06/25-06	NICOR GAS	149 S MONTEREY 05/06/25-06/05/25	700.09	None
83-202-522002	820 N YALE 05/06/25-06/05/	NICOR GAS	820 N YALE 05/06/25-06/05/25	55.94	None
83-202-522002	889 W NORTH 05/07/25-06/06	NICOR GAS	889 W NORTH 05/07/25-06/06/25	55.31	None
83-202-522002	890 N VILLA 05/06/25-06/05	NICOR GAS	890 N VILLA 05/06/25-06/05/25	56.80	None
83-202-528502	HAUL SPOILS FROM DOME	BELL CARTAGE CORP.	HAUL SPOILS FROM DOME	3,600.00	None
83-202-529902	SEWER REPAIR AT 406 S MONT	ULB-DRY WATERPROOFING INC	SEWER REPAIR AT 406 S MONTEREY	4,995.00	None
83-202-530202	RENTAL FEE FOR CHLORINE AT	ALEXANDER CHEMICAL CORP	RENTAL FEE FOR CHLORINE AT WWTF	51.00	None
83-202-534302	STONE FOR WATERMAIN	BELL CARTAGE CORP.	STONE FOR WATERMAIN	7,307.89	None
83-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	5 YARDS CONCRETE	1,038.50	None
83-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	3 1/4 YARDS CONCRETE	869.25	None
83-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	3 1/2 YARD CONCRETE	935.25	None
Total Department 202 EQUIP & SUPPLIES				19,665.03	
Total Fund 83 WASTEWATER FUND				129,371.87	

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--- TOTALS BY GL DISTRIBUTION ---					
	10-110-520700		APPRECIATION DINNER & AWARDS	325.77	
	10-110-529900		OTHER CONTRACTUAL SERVICES	1,465.00	
	10-110-566700		COMMUNITY F.U.N. COMMISSION	212.76	
	10-121-521001		TELEPHONE	49.98	
	10-121-529901		OTHER CONTRACTUAL SERVICES	6,177.76	
	10-130-529900		OTHER CONTRACTUAL SERVICES	35,767.00	
	10-140-520100		LEGAL NOTICES	144.90	
	10-140-527000		MAINT OF OFFICE EQUIPMENT	80.00	
	10-140-528900		INSPECTORS FEES	11,212.00	
	10-140-529900		OTHER CONTRACTUAL SERVICES	8,250.00	
	10-150-520500		POSTAGE	9.60	
	10-150-527000		MAINT OF OFFICE EQUIPMENT	3,035.95	
	10-160-522000		UTILITY - GAS	719.29	
	10-160-522300		WATER & SEWER SERVICE	4,162.48	
	10-160-529900		OTHER CONTRACTUAL SERVICES	4,849.65	
	10-170-522000		UTILITY - GAS	60.23	
	10-170-522301		WATER & SEWER SERVICE	26.10	
	10-170-529900		OTHER CONTRACTUAL SERVICES	5,473.00	
	10-201-521001		TELEPHONE	592.00	
	10-201-521201		POLICE ADMIN TRI-TOWN Y GRANT	34,100.00	
	10-209-529909		OTHER CONTRACTUAL SERVICES	85.00	
	10-209-530109		UNIFORMS	135.00	
	10-211-529901		OTHER CONTRACTUAL SERVICES	671.54	
	10-211-531401		JANITORIAL SUPPLIES	492.65	
	10-211-531501		BUILDING MAINT SUPPLIES	47.93	
	10-211-531701		OFFICE SUPPLIES	89.46	
	10-211-539901		OTHER SUPPLIES	553.39	
	10-212-520222		TRAINING & CONFERENCES	464.71	
	10-212-530122		UNIFORMS	49.05	
	10-212-531721		OFFICE SUPPLIES	8.01	
	10-212-539922		OTHER SUPPLIES	28.08	
	10-232-529902		OTHER CONTRACTUAL SERVICES	8,874.01	
	10-232-530102		UNIFORMS	16.47	
	10-232-539902		OTHER SUPPLIES	501.64	
	10-240-299004		OTHER CONTRACTUAL SERVICES	500.00	
	10-251-527001		MAINT OF OFFICE EQUIPMENT	230.00	
	10-251-529901		OTHER CONTRACTUAL SERVICES	40.00	
	10-255-539325		STREET LIGHTING MATERIALS	360.00	
	10-256-534726		CAST IRON ITEMS	70.50	
	10-257-534227		ASPHALT MIX	429.34	
	10-257-539927		OTHER SUPPLIES	654.24	
	10-258-539928		OTHER SUPPLIES	176.94	
	11-202-529902		OTHER CONTRACTUAL SERVICES	485.71	
	11-202-540102		CAPITAL OUTLAY	4,777.04	
	11-202-540202		NON-CAPITAL OUTLAY	28.58	
	35-201-527001		MAINT OF OFFICE EQUIPMENT	689.98	
	35-201-529501		SUMMER FESTIVAL	5,891.98	
	35-201-531701		OFFICE SUPPLIES	158.23	
	35-216-522016		UTILITY - GAS	174.60	

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BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	check Number
		35-216-522316	WATER & SEWER SERVICE	456.02	
		35-216-529916	OTHER CONTRACTUAL SERVICES	210.00	
		35-235-529935	OTHER CONTRACTUAL SERVICES	594.00	
		35-235-531135	PROGRAM SUPPLIES	4,077.80	
		35-235-531135-035010	PROGRAM SUPPLIES	134.92	
		35-236-520236	TRAINING & CONFERENCES	180.00	
		35-236-531136	PROGRAM SUPPLIES	824.65	
		36-201-522001	UTILITY - GAS	154.41	
		36-201-522301	WATER & SEWER SERVICE	914.57	
		36-201-527001	MAINT OF OFFICE EQUIPMENT	184.00	
		36-201-529901	OTHER CONTRACTUAL SERVICES	1,083.00	
		36-202-529902	OTHER CONTRACTUAL SERVICES	7,103.28	
		36-202-530402	GROUNDS SUPPLIES	26.94	
		36-202-532002	ELECTRICAL SUPPLIES	34.99	
		36-202-539902	OTHER SUPPLIES	47.10	
		36-202-540102	CAPITAL OUTLAY	196,739.11	
		41-301-522001	UTILITY - GAS	2,744.94	
		41-301-522301	WATER & SEWER SERVICE	6,432.57	
		41-301-531701	OFFICE SUPPLIES	140.59	
		41-302-529902	OTHER CONTRACTUAL SERVICES	1,674.95	
		41-302-530102	UNIFORMS	2,780.24	
		41-302-530203	CHEMICALS	9,037.89	
		41-302-531102	PROGRAM SUPPLIES	435.79	
		41-302-531503	BUILDING MAINT SUPPLIES	59.76	
		41-302-532503	GENERAL EQUIPMENT PARTS	1,544.42	
		41-303-529901	REC CENTER-OTHER CONT SVS	678.94	
		41-303-531102	REC CENTER -PROGRAM SUPPLIES	84.23	
		41-303-531503	BUILDING MAINT SUPPLIES	99.97	
		68-210-529910	OTHER CONTRACTUAL SERVICES	136.00	
		82-201-520501	POSTAGE	10.50	
		82-201-521001	TELEPHONE	99.96	
		82-201-527001	MAINT OF OFFICE EQUIPMENT	229.99	
		82-202-522002	UTILITY - GAS	467.72	
		82-202-528502	DISPOSAL EXPENSE	3,600.00	
		82-202-532202	HAND TOOLS	183.00	
		82-202-534302	STONE	7,307.89	
		82-202-534402	CONCRETE - REDI MIX	598.00	
		82-202-539902	OTHER SUPPLIES	1,338.33	
		82-202-540102	CAPITAL OUTLAY	5,944.20	
		83-201-527001	MAINT OF OFFICE EQUIPMENT	230.00	
		83-201-529901	OTHER CONTRACTUAL SERVICES	440.00	
		83-201-530301	DUES & PUBLICATIONS	7,500.00	
		83-201-569401	IEPA LOAN REPAYMENTS	101,536.84	
		83-202-522002	UTILITY - GAS	868.14	
		83-202-528502	DISPOSAL EXPENSE	3,600.00	
		83-202-529902	OTHER CONTRACTUAL SERVICES	4,995.00	
		83-202-530202	CHEMICALS	51.00	
		83-202-534302	STONE	7,307.89	
		83-202-534402	CONCRETE - REDI MIX	2,843.00	
---	TOTALS BY FUND ---	10	CORPORATE FUND	131,191.43	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/14/2025 - 07/14/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		11	GENERAL FUND-CAPITAL	5,291.33	
		35	RECREATION FUND	13,392.18	
		36	PARKS FUND	206,287.40	
		41	SWIMMING POOL & REC FUND	25,714.29	
		68	STORMWATER BUYOUT FUND	136.00	
		82	WATER SUPPLY FUND	19,779.59	
		83	WASTEWATER FUND	129,371.87	
		Total For All Funds:		531,164.09	


Administrative
Officer

7/10/25



7-10-25



MEMORANDUM

TO: Village Board of Trustees
FROM: Mike Guerra, Director
DATE: July 28, 2025
SUBJECT: An Ordinance Amending Section 14-207 (c), No Parking Zones of the Villa Park Municipal Code

RECOMMENDED ACTION:

To approve an ordinance to amend Section 14-207 (c), No Parking Zones for the deletion of the no parking restriction on the north side of Wildwood Avenue from Illinois Avenue to a point one hundred ninety (190) feet east of the east right-of-way line of Euclid Avenue and the addition of a no parking restriction on the south side of Wildwood Avenue from Illinois Avenue to Myrtle Avenue.

BACKGROUND:

At its regular meeting held on Tuesday, July 1, 2025, the Traffic & Safety Commission voted to recommend a change in the current ordinance that would relocate on-street parking on Wildwood Avenue from the South side of the street to the North side of the street between Illinois Avenue to Euclid Avenue. Over the past several months, the Commission has received and reviewed multiple resident concerns. Specifically, safety issues when entering and exiting vehicles adjacent to the vegetation along the Great Western Trail. This vegetation is approximately 4-5 feet from the back of the concrete curb and gutter. During the year, this vegetation grows out to hinder the entering and exiting of the vehicle. This change would also eliminate any surprised conflicts from unwelcome pedestrians that may pop out from this vegetation unseen. In addition, there are several unmarked paths along this stretch of roadway that is used by pedestrians which include children. This would provide improved visibility for both the pedestrians exiting the trail onto the street and vehicle drivers using the roadway seeing these pedestrians. This change is intended to improve overall safety and functionality for residents, visitors and service providers along this corridor.

DISCUSSION:

The Traffic and Safety Commission approved the motion 5-0 with 3 absent to recommend to the Village Board to amend the Village Code.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 14-207(c), NO PARKING ZONES OF THE
VILLA PARK MUNICIPAL CODE**

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

WHEREAS, The Traffic and Safety Commission has recommended to the President and Board of Trustees an amendment of Section 14-207 (c), No parking zones of Chapter 14, Motor Vehicles and Traffic, of the Villa Park Municipal Code, to amend parking restrictions on Wildwood Avenue from Illinois Avenue to Myrtle Avenue; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park have duly considered the recommendations of the Traffic and Safety Commission and concur with said recommendations; and

WHEREAS, the President and Board of Trustees of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to amend Section 14-207 as more particularly set forth hereinafter;

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

SECTION 1: That subsection (c) of Section 14-207, No parking zones, of Chapter 14 of the Villa Park Municipal Code, as previously adopted and subsequently amended, is hereby further amended to delete the following:

“Wildwood Avenue, north side, from Illinois Avenue to a point one hundred ninety (190) feet east of the east right-of-way line of Euclid Avenue.”

SECTION 2: That subsection (c) of Section 14-207, No parking zones, of Chapter 14 of the Villa Park Municipal Code, as previously adopted and subsequently amended, is hereby further amended to add thereto the following:

“Wildwood Avenue, south side, from Illinois Avenue to the west side of Myrtle Avenue.”

Ordinance No. _____

SECTION 3: That the Village Manager is hereby directed to instruct the Public Works Department to install the appropriate signage as required by the provisions of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval according to law.

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

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

APPROVED this _____ day of _____, 2025

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

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

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

Memo



To: Village of Villa Park Board of Trustees

From: J. Pienkos, Traffic and Safety Commission Chairperson

Date: July 17, 2025

Re: Traffic and Safety Commission Item No. 909
Reverse Parking on Wildwood from South to North-Illinois to Euclid

At its regular meeting held on Tuesday, July 1, 2025, the Traffic & Safety Commission voted to recommend a change in the current ordinance that would relocate on-street parking on Wildwood Avenue from the South side of the street to the North side of the street between Illinois Avenue to Euclid Avenue. Over the past several months, the Commission has received and reviewed multiple resident concerns. Specifically, safety issues when entering and exiting vehicles adjacent to the vegetation along the Great Western Trail. This vegetation is approximately 4-5 feet from the back of the concrete curb and gutter. During the year, this vegetation grows out to hinder the entering and exiting of the vehicle. This change would also eliminate any surprised conflicts from unwelcome pedestrians that may pop out from this vegetation unseen. In addition, there are several unmarked paths along this stretch of roadway that is used by pedestrians which include children. This would provide improved visibility for both the pedestrians exiting the trail onto the street and vehicle drivers using the roadway seeing these pedestrians. This change is intended to improve overall safety and functionality for residents, visitors and service providers along this corridor.

If any additional information is needed or any questions arise, please feel free to contact me.



East Wildwood Ave Parking Revisions

S ILLINOIS AV

S CHARLES AV

S SUMMIT AV

S EUCLID AV

S MYRTLE AV

E WILDWOOD AV

GREAT WESTERN TR

E KENILWORTH AV

Legend

-  Current No Parking
-  Proposed No Parking



Last Updated
7/25/2025 JRW



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: July 28, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article XXVIII of Chapter 2 of the Villa Park Municipal Code Dissolving the Economic Development Commission and Creating the Villa Park Growth Commission

SUMMARY:

This Ordinance amends Chapter 3 Sec. 2-28__ (Economic Development Commission). If approved, the Village President's related appointments will also be on the agenda for the Village Board's consent.

BACKGROUND:

This Ordinance would dissolve the Economic Development Commission and create a new Villa Park Growth Commission. The current Economic Development Commission has a very narrow focus: to prepare and recommend procedures for business district plans. That is all. Consequently, this commission has had very little impact on economic development in the Village. The goal of this Ordinance is to create a new commission with roles and responsibilities designed to actively attract new businesses and support existing businesses.

DISCUSSION:

To create the new committee, the existing Economic Development Commission first must be dissolved. Section 2 of the Ordinance deletes Chapter 2, Article XXVIII in its entirety, thus dissolving the commission and relieving the commissioners of their duties.

Section 3 of the Ordinance creates the new Villa Park Growth Commission (VPGC), with 5 members and the chair appointed by the Village President (with the Village Board's advice and consent). The structure of the VPGC is otherwise similar to the Economic Development Commission, but with new powers and duties, including promoting Villa Park, working with local business owners, developing initiatives, and identifying development opportunities. The VPGC is solely a recommending body.

White Paper: Modernizing Villa Park's Boards and Commissions

Executive Summary

Villa Park's boards and commissions have long provided a vital channel for resident input and policy guidance. Over time, however, many commissions have experienced challenges such as inconsistent participation, overlapping responsibilities, and outdated purposes no longer aligned with the Village's strategic goals.

This white paper explains why a comprehensive restructuring of commissions is necessary, how proposed changes will improve effectiveness and transparency, and what steps the Village will take to implement these reforms. The recommendations are grounded in best practices, peer-reviewed research, and careful analysis of meeting records, ordinances, and the Comprehensive Plan.

Background and Context

Villa Park maintains several advisory commissions designed to inform Village Board decisions on recreation, economic development, environmental issues, planning, and community engagement. Historically, these commissions have operated with broad mandates and limited reporting requirements.

A review of meeting minutes and agendas over the past several years reveals patterns that undermine effectiveness:

- Some commissions met irregularly or canceled multiple meetings in succession.
- Others discussed similar issues without coordination or clear accountability.
- Many lacked defined standard terms, attendance expectations, or mechanisms to connect recommendations with Village planning and budget processes.

These structural gaps have contributed to confusion among residents about the role of commissions and diluted the impact of volunteer contributions.

Why Change is Necessary

Modernizing the Village’s commission structure is necessary for several reasons:

Alignment with Strategic Priorities

Villa Park’s 2025 Comprehensive Plan sets clear objectives around economic development, recreation improvements, multimodal mobility, and environmental stewardship. The current commissions are not consistently structured to deliver input on these goals.

Accountability and Transparency

Many existing ordinances do not require annual reporting or define expectations for attendance and participation. As a result, it is difficult for the Board and public to assess performance.

Efficiency and Avoiding Duplication

Several commissions have overlapping mandates, leading to repeated discussions without clear outcomes. Consolidation will improve clarity and streamline staff support.

Modernization of Purpose

Some commissions—such as the Video Production Commission—were created for needs that are now addressed through modern technologies and staff functions. Maintaining them no longer serves a practical purpose.

Peer-reviewed studies and governance guides emphasize that clear mandates, structured reporting, and alignment with strategic goals are critical for effective advisory bodies (Bovens, 2007; Fung, 2006; City of Naperville, 2025).

Summary of Proposed Changes

Current Commission	Proposed Change	Rationale
Economic Development Commission	Replaced with Villa Park Growth Commission	Broader focus on redevelopment, marketing, and integration with planning.
Environmental Concerns Commission	Replaced with Garden Village Commission	Refocus on parks, trails, and green infrastructure to reduce duplication and improve impact.
Parks & Recreation Advisory Commission	Replaced with Community Recreation Commission & Garden Village Commission	Aligns with Comprehensive Plan and capital improvements planning.

Planning & Zoning Commission	Split into Plan Commission and Zoning Board of Appeals	Separates policy advising from quasi-judicial zoning appeals, improving fairness and transparency.
Traffic and Safety Commission	Functions absorbed into Plan Commission	Ensures transportation planning is integrated with land use and development decisions.
Video Production Commission	Dissolved	Function is obsolete due to modern streaming and staff-managed communications.

Benefits of Reorganization

Implementing these changes will deliver several tangible benefits:

Clarity of Purpose

Each commission will have a clearly defined mission tied to strategic objectives, reducing confusion and ensuring focused work.

Improved Accountability

Attendance requirements, structured terms, and annual reporting will strengthen transparency and trust in the process.

Efficiency and Integration

Fewer, more strategically aligned commissions will streamline staff coordination and avoid duplicative efforts.

Modern Relevance

Commissions will be equipped to address today's priorities, from parks and recreation planning to economic growth and sustainability.

Enhanced Public Participation

Clearer roles and expectations will make it easier for residents to engage meaningfully and see how their input influences policy.

Implementation and Next Steps

The Village Board will consider adopting ordinances to formalize these changes. If approved, implementation will proceed in phases:

1. **Finalization of new ordinances and dissolution resolutions.**
2. **Outreach to current commissioners to communicate transitions and opportunities to reapply.**
3. **Recruitment for new commission appointments.**
4. **Orientation and training to support smooth onboarding.**
5. **Development of annual reporting templates and accountability frameworks.**

Residents will continue to be informed through newsletters, website updates, and public meetings. All changes are designed to strengthen—not diminish—opportunities for community input.

Modernizing Local Governance: Rationale and Evidence for Restructuring Villa Park's Commissions

Kevin Patrick
Village President
Village of Villa Park, Illinois

Date: July 25, 2025

Prepared for:
The Village Board of Trustees
Village of Villa Park

Introduction

Local government commissions serve as vital instruments of representative democracy, policy innovation, and civic engagement. In communities across the United States, these bodies enable residents to contribute their expertise and perspectives to local decision-making, from economic development to environmental stewardship. However, over time, commissions can lose effectiveness due to overlapping mandates, outdated structures, and diminished relevance to contemporary needs. The Village of Villa Park is confronting this reality as it endeavors to modernize its commission system to better align with the objectives outlined in its Comprehensive Plan (Village of Villa Park, 2025). The purpose of this article is to present a thorough, evidence-based rationale for reorganizing Villa Park's commissions. By examining current commission structures, analyzing public records and meeting minutes, and benchmarking against national best practices, this paper will demonstrate how the proposed changes will streamline governance, improve alignment with strategic objectives, and enhance public trust. In doing so, Villa Park can transition from a patchwork of legacy commissions to a modern framework designed to deliver measurable outcomes and advance the community's shared vision.

Governance Best Practices in Municipal Commissions

Modern municipal governance requires that advisory boards and commissions be structured deliberately to support accountability, transparency, and measurable performance. A clear definition of purpose is foundational to any effective board. Fung (2006) emphasizes that participation mechanisms are most successful when roles are well-defined, objectives are transparent, and the scope of authority is explicit. This clarity reduces confusion, prevents duplication of efforts, and allows commissions to focus on strategic rather than purely operational matters (Fung, 2006). In addition to clarity of purpose, standards for participation and conduct are central to good governance. The City of Naperville's *Boards & Commissions Guide* specifies that board members must attend at least 75% of meetings, serve staggered terms, and participate in orientation to ensure consistent performance (City of Naperville, 2025). The City of Oberlin reinforces this principle by stating that any member who misses more than three consecutive meetings is subject to removal by council, underscoring the importance of accountability and engagement (City of Oberlin, 2019). Similarly, the City of Raleigh highlights the need for professionalism and decorum, reminding board members to be courteous and treat staff, the public, and each other with respect (City of Raleigh, 2018).

Accountability is also supported by a framework of evaluation and oversight. Bovens (2007) explains that public accountability depends on clear reporting obligations, transparent decision-making, and mechanisms for monitoring performance. This approach aligns with contemporary expectations that boards and commissions not only advise but also demonstrate measurable contributions to organizational goals. Andrews, Boyne, Law, and Walker (2009) further show that organizational design—including the degree of centralization and the clarity of strategic priorities—has a direct impact on public service outcomes. Finally, effective citizen participation is enhanced by structures that integrate commissions into the broader planning and budgeting process. Ebdon and Franklin (2006) argue that advisory boards contribute meaningfully to legitimacy and trust when their work is systematically linked to strategic planning and when opportunities for input are transparent and equitable. Together, these principles—clarity of mandate, expectations for participation, structures of accountability, and alignment with strategic goals—provide a robust framework for assessing and modernizing the Village of Villa Park’s commissions.

Methodology and Evidence Gathering

The methodology employed in developing this proposal for commission restructuring combines document analysis, benchmarking against established governance models, and integration of strategic planning objectives. The primary source material included current ordinances governing the Village of Villa Park’s existing commissions, publicly available agendas and meeting minutes spanning multiple years, and the 2025 Comprehensive Plan. These documents provided insight into both the statutory intent and practical execution of each commission’s responsibilities, including patterns of attendance, frequency of meeting cancellations, recurring agenda topics, and documented outcomes. In addition to local records, the project incorporated best-practice guidelines from municipal handbooks and training guides published by the City of Naperville (2025), the City of Oberlin (2019), and the City of Raleigh (2018). These guides demonstrate widely accepted standards for board performance, participation, and accountability that can be adapted to Villa Park’s context. Their content was used to evaluate whether Villa Park’s commissions reflect contemporary norms of clarity, accountability, and consistent engagement. To supplement these practitioner resources, the methodology relied on peer-reviewed scholarship on governance, public accountability, and citizen participation. Fung (2006) and Ebdon and Franklin (2006) offered conceptual frameworks for structuring participatory bodies that remain transparent and aligned with strategic goals. Bovens (2007) provided criteria for assessing accountability mechanisms, while Andrews,

Boyne, Law, and Walker (2009) contributed evidence on how organizational design affects service performance. This blend of local evidence, municipal benchmarks, and academic research allowed for a comprehensive assessment of whether Villa Park's commissions are positioned to deliver measurable results and adapt to evolving community priorities.

Case-by-Case Analysis of Existing Commissions

A detailed review of Villa Park's current commissions underscores the need for modernization, restructuring, and, in some instances, dissolution. This analysis draws on publicly available agendas and meeting minutes, Village ordinances, and best-practice guidance from municipal sources and scholarly literature. Collectively, this evidence reveals patterns of declining engagement, limited alignment with strategic objectives, and, in several cases, duplication of effort across commissions. The Economic Development Commission has held meetings intermittently over the last two years, with agendas often repeating topics without documented progression or measurable outcomes. Minutes reflect recurrent discussions about signage, vacant properties, and business attraction strategies, but few formal recommendations have been elevated to the Village Board. This inconsistency suggests a need to restructure economic development efforts under a body better integrated with strategic planning and land use objectives. Andrews, Boyne, Law, and Walker (2009) have shown that when organizational design lacks clear alignment with strategy, public service outcomes suffer.

The Environmental Concerns Commission and its associated Bike and Pedestrian Subcommittee frequently convened to address sustainability issues and mobility improvements. However, the agendas and minutes indicate that many initiatives overlapped with broader goals outlined in the Comprehensive Plan and responsibilities assigned to other commissions and Village departments. In some cases, initiatives stalled due to uncertainty over authority or lack of clear reporting structures. Fung (2006) emphasizes that participatory bodies are most effective when their mandate, scope, and reporting relationships are explicitly defined. The Parks and Recreation Advisory Commission met more regularly but also demonstrated a pattern of repeated agenda topics, limited follow-through on recommendations, and occasional meeting cancellations. The City of Naperville (2025) underscores that consistent participation, clear objectives, and structured orientation are foundational to sustained board performance. Without a clear integration of this body's work into long-term parks planning and budget development, its ability to support the Village's recreational priorities is constrained.

The Planning and Zoning Commission exhibited a more consistent schedule and clearer statutory authority. However, the combination of zoning appeals and broader planning functions

within a single body has, in many municipalities, proven inefficient. The proposed separation into a dedicated Plan Commission and a distinct Zoning Board of Appeals aligns with best practices described in the City of Oberlin (2019) handbook, which recommends distinguishing quasi-judicial functions from advisory planning roles to avoid conflicts of interest and ensure procedural clarity. The Traffic and Safety Commission has contributed valuable recommendations regarding pedestrian safety and traffic flow. Yet, records indicate infrequent meetings and limited documented outcomes relative to the frequency of issues raised by residents. In the City of Raleigh (2018), clear expectations for conduct, preparation, and reporting are emphasized to ensure advisory bodies provide actionable guidance rather than merely discussing concerns. Finally, the Video Production Commission has faced sustained inactivity, with multiple consecutive meeting cancellations and no documented recommendations to the Village Board over the past year. This record indicates that the commission's purpose no longer aligns with current community needs and technological capacities. Bovens (2007) asserts that accountability requires public bodies to demonstrate relevance, deliver outcomes, and maintain transparency about their effectiveness.

Collectively, this case-by-case assessment reveals a pattern of inconsistent engagement, outdated structures, and unclear alignment with Villa Park's strategic priorities. While some commissions have maintained more consistent operations, others have lapsed into inactivity or duplicative efforts, underscoring the necessity of reorganization. The proposed restructuring—including the creation of new commissions with clearer mandates and the dissolution or consolidation of bodies no longer serving a defined purpose—reflects an evidence-based approach to improving transparency, accountability, and performance in municipal governance.

Alignment with the Comprehensive Plan and Strategic Objectives

A central consideration in evaluating the effectiveness of Villa Park's commissions is their alignment with the community's adopted Comprehensive Plan and strategic goals. The 2025 Comprehensive Plan outlines priorities that include strengthening economic development, enhancing multimodal mobility, modernizing recreational assets, and promoting environmental stewardship. To be effective, advisory bodies must demonstrate a clear connection between their deliberations and these overarching objectives. Review of current commission agendas and minutes shows that while certain commissions, such as the Environmental Concerns Commission and the Parks and Recreation Advisory Commission, periodically addressed elements of the Comprehensive Plan, much of this activity occurred in isolation or without

structured mechanisms for integrating recommendations into policy decisions or budget processes. Fung (2006) emphasizes that participatory structures contribute most effectively when their work is systematically linked to strategic frameworks, ensuring that public input directly informs measurable progress.

The proposed restructuring, including the creation of a dedicated Garden Village Commission, a reorganized Community Recreation Commission, and a Villa Park Growth Commission, is designed to align advisory functions with the Plan's specific goals. For example, the Garden Village Commission will be positioned to guide improvements to park spaces and trail networks—key elements in enhancing both environmental sustainability and economic vitality. The Community Recreation Commission will focus on planning and evaluating recreational programs and facilities, ensuring alignment with the Plan's call for modern, inclusive amenities. Furthermore, the separation of planning and zoning responsibilities into a standalone Plan Commission and a dedicated Zoning Board of Appeals reflects best practices recommended by the City of Oberlin (2019) of which advise separating quasi-judicial decisions from long-range planning. This structure promotes transparency and accountability while enabling each body to focus on distinct elements of Villa Park's strategic development.

Collectively, these changes are designed to improve the effectiveness of advisory boards by clarifying mandates, increasing accountability, and ensuring that recommendations are directly connected to the objectives articulated in the Comprehensive Plan. As Bovens (2007) observes, accountability in public institutions is predicated on clear standards of performance and demonstrable contributions to policy outcomes—standards the proposed commissions are specifically structured to meet.

Rationale for Restructuring and Modernization

The proposed restructuring of Villa Park's commissions is grounded in the evidence that many current bodies have lost alignment with contemporary governance standards, community priorities, and strategic objectives. While volunteer participation remains an essential element of civic engagement, modern best practices emphasize that advisory boards must demonstrate clear mandates, measurable contributions, and accountability for outcomes (Fung, 2006; Bovens, 2007). Documented patterns of inconsistent meeting attendance, repeated agenda topics without progression, and long periods of inactivity—particularly within the Video Production Commission and the Economic Development Commission—underscore the risk of maintaining outdated structures simply because they have existed historically. The City of

Naperville (2025) and the City of Oberlin (2019) both stress that periodic review and renewal of boards are necessary to sustain relevance and ensure public trust.

In addition, overlapping responsibilities have contributed to inefficiencies and uncertainty among staff and residents. For example, the Environmental Concerns Commission and the Parks and Recreation Advisory Commission both addressed elements of park improvements and sustainability initiatives but lacked structured mechanisms for coordinating recommendations. Andrews, Boyne, Law, and Walker (2009) have shown that clarity in organizational design and alignment with strategy are critical determinants of performance in public institutions. By consolidating and redefining certain commissions while establishing new bodies with clear scopes—such as the Garden Village Commission and the Villa Park Growth Commission—the Village aims to create an advisory framework that is easier for residents to understand and engage with. Separating the Plan Commission and the Zoning Board of Appeals further reflects a commitment to transparency and procedural fairness, aligning with recommendations from both practitioner guides and scholarly research.

Ultimately, this restructuring is not intended to diminish opportunities for resident involvement but to enhance them by creating commissions that are purpose-driven, accountable, and more directly connected to Villa Park’s long-term goals. As Bovens (2007) argues, public accountability is strengthened when institutions can clearly demonstrate why they exist, what they are expected to achieve, and how success is measured. By modernizing the commission structure, Villa Park is positioning itself to deliver more responsive, transparent, and effective local governance.

Conclusion

The Village of Villa Park’s commitment to transparent, accountable, and effective local governance requires periodic examination of the structures that facilitate civic participation. Over the past several years, patterns of declining engagement, inconsistent meeting frequency, and limited integration with the Village’s Comprehensive Plan have highlighted the need for a thoughtful, evidence-based restructuring of advisory commissions. This proposal is grounded in a comprehensive review of local meeting records, statutory mandates, and strategic objectives, as well as established governance standards reflected in municipal guides from Naperville, Oberlin, and Raleigh, and scholarly research on accountability, organizational alignment, and participatory frameworks (Andrews, Boyne, Law, & Walker, 2009; Bovens, 2007; Fung, 2006). Restructuring Villa Park’s commissions is not simply an administrative exercise. It is a strategic opportunity to modernize how residents engage with their government, ensure that volunteer

service is purposeful and rewarding, and align advisory recommendations with the Village's long-term goals. By clarifying mandates, consolidating overlapping functions, and establishing new bodies with focused scopes, the Village can build a governance framework that fosters trust, responsiveness, and measurable results. The changes outlined in this article are intended to position Villa Park to deliver more consistent, transparent, and accountable governance that reflects the evolving needs of the community. As the Village moves forward, continued evaluation and periodic renewal will remain essential to sustaining public confidence and ensuring that commissions serve as effective instruments of community collaboration and democratic engagement.

References

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Commission Membership Tenure and Structure

Observations on Current Village Commissions

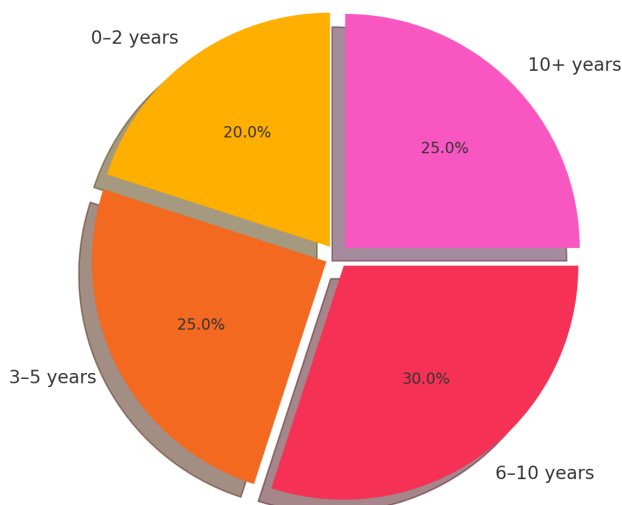
Tenure of Commissioners

Years of Service	Approximate Number of Seats Across All Commissions
0–2 years (recently appointed)	~15–20%
3–5 years	~20–25%
6–10 years	~30%
10+ years	~25–30%

Insight:

Nearly half of all seats are occupied by members with more than 6 years of tenure, with many serving 10–17 years continuously.

Commission Tenure Distribution



Overlap of Appointments

- Several individuals hold multiple commission seats simultaneously.
- Some commissions are primarily composed of former Trustees, Village Presidents, or long-time officials.

Insight:

This overlapping participation limits diversity of perspective and increases the potential for conflicts of interest.

Representation of Former Elected Officials

Commission	Presence of Former Trustees/Presidents
Economic Development Commission	Yes
Environmental Concerns Commission	Yes
Parks & Recreation Advisory Commission	Yes
Traffic and Safety Commission	Yes
Video Production Commission	Yes

Insight:

While experience is valuable, a heavy concentration of former officials can make commissions feel less accessible to new community volunteers.

Activity and Relevance

- **Video Production Commission:** Frequent cancellations, minimal output.
- **Economic Development Commission:** Limited recommendations in recent years.
- **Traffic and Safety Commission:** Redundant discussions, whose responsibilities are proposed to be consolidated into the new Planning Commission, integrating traffic safety and mobility into comprehensive planning decisions.

Insight:

Some commissions no longer deliver measurable outcomes aligned with current Village priorities.

Summary of Observations

- **Long Tenure Without Rotation:** Many commissions have little turnover, limiting fresh ideas.
- **Overlapping Appointments:** Same individuals on multiple bodies create inefficiency and blurred accountability.
- **Concentration of Former Officials:** Contributes to perceptions of insularity and reduces pathways for new residents to serve.
- **Inactivity or Obsolescence:** Some commissions are outdated due to modern technology or organizational changes.

Implications for Governance

Modernizing the commission structure is necessary to:

- Ensure broader community representation
- Introduce term limits and attendance standards
- Align commission work with strategic priorities
- Create a transparent, efficient, and modern advisory process

FAQs

Frequently Asked Questions about Commission Updates

Q: Why are you changing or dissolving these commissions?

A: Many of our commissions were created decades ago. Over time, their missions have overlapped or become outdated. Some commissions have not met regularly or produced recommendations. These changes are about modernizing how we work so that commissions are active, focused, and accountable to residents.

Q: Will residents still have a voice in Village decisions?

A: Yes. In fact, these changes will strengthen resident input by clarifying each commission's purpose, requiring annual reports, and improving transparency. Public participation will continue through meetings, workshops, and other engagement.

Q: What happens to the responsibilities of dissolved commissions?

A: In most cases, their responsibilities are being consolidated into new or reorganized commissions so work can continue more effectively. For example, traffic and safety issues will now be part of the Planning Commission's work, ensuring transportation is integrated with development planning.

Q: Why is the Video Production Commission being dissolved?

A: Video production is now a routine operational task handled by staff and modern technology. The commission has not produced recommendations in years, so maintaining it no longer serves a purpose.

Q: How were these changes developed?

A: The Village reviewed years of meeting minutes, compared current practices to recommendations from other communities, and consulted scholarly research on effective governance. This process focused on making commissions more transparent, accountable, and aligned with Villa Park's Comprehensive Plan.

Q: How can I get involved or share my feedback?

A: Residents are always encouraged to participate. You can attend public meetings, volunteer for commissions, and submit comments to the Village Board. New commission structures will make it easier to understand how to get involved and where your input fits.

Q: Why are current commissioners being replaced?

A: Not all commissioners are being removed—many will have the opportunity to continue serving. However, when a commission is dissolved or restructured, all appointments technically end because the legal body itself changes. This isn't about performance; it's simply a procedural step. Current commissioners are encouraged to reapply for the new commissions, and their experience will be important in ensuring a smooth transition.

Economic Development Commission vs. Villa Park Growth Commission

Aspect	Current Ordinance (Economic Development Commission)	Proposed Ordinance (Villa Park Growth Commission)	Rationale for Change
Purpose & Scope	Promote economic development, assist businesses, and advise the Board on policies supporting local commerce.	Advise on economic development, redevelopment, marketing, community branding, and strategic planning initiatives consistent with the Comprehensive Plan.	Expands scope beyond only business attraction to include redevelopment, marketing, and integration with planning, creating a more holistic approach to growth and revitalization.
Membership Requirements	No clear structured terms or attendance standards specified.	Members serve defined terms; removal for missing three consecutive meetings without cause; staggered appointments to maintain continuity and accountability.	Improves participation, ensures turnover, and clarifies expectations for service.
Integration with Planning	No formal mechanism for coordinating with zoning, planning, or redevelopment commissions or staff.	Explicit requirement to coordinate recommendations with Planning staff, Zoning Board, and other commissions to ensure proposals are feasible and consistent with long-range plans.	Avoids duplication of efforts and ensures alignment across land use, zoning, and economic development strategies.

Reporting Requirements	No requirement for annual reports or performance metrics.	Required to submit an annual report summarizing recommendations, progress toward strategic goals, and any budget implications of proposals.	Improves transparency and provides clear documentation of effectiveness.
Public Engagement	No defined role in community branding, marketing campaigns, or outreach to stakeholders beyond the business community.	Empowered to support marketing and branding initiatives to attract investment and communicate opportunities to residents and prospective businesses.	Recognizes that economic development success requires active community engagement and clear messaging.
Staff Liaison / Coordination	Ordinance silent on staff support roles and coordination.	Economic Development Director designated as staff liaison to support agenda preparation, research, and follow-up actions in response to Board decisions.	Provides accountability for implementation and ensures staff resources are allocated appropriately.

Supporting Rationale

The current Economic Development Commission ordinance focuses narrowly on business support and lacks mechanisms for integrating economic development with broader redevelopment and planning efforts. Meeting records indicate inconsistent activity and limited impact on long-term strategic goals. The proposed Villa Park Growth Commission ordinance expands the scope to include marketing, redevelopment, and community branding—reflecting a modern understanding of economic development as a comprehensive process. Clear expectations for membership terms, attendance, coordination, and reporting are established to ensure accountability and measurable outcomes. This structure aligns with best practices recommended by Andrews, Boyne, Law, and Walker (2009), who note that organizational

alignment with strategy is essential for public sector performance, and with Fung (2006), who emphasizes the importance of transparent, integrated participatory bodies.

Environmental Concerns Commission vs. Garden Village Commission

Aspect	Current Ordinance (Environmental Concerns Commission)	Proposed Ordinance (Garden Village Commission)	Rationale for Change
Purpose & Scope	Promote environmental stewardship, advise the Board on sustainability policies, and recommend educational initiatives.	Advise on the development, enhancement, and maintenance of parks, open spaces, trails, and green infrastructure in alignment with the Comprehensive Plan.	Refocuses from broad environmental issues to tangible improvements in park and green space, reducing duplication and providing a clear mandate tied to community revitalization and strategic priorities.
Membership Requirements	No defined structured terms, staggered appointments, or attendance policies.	Defined staggered terms, removal for three unexcused absences, and expectations for active participation.	Establishes accountability, improves continuity, and ensures engagement by clarifying expectations for service.
Integration with Planning	No clear integration with Parks and Recreation or long-term capital improvement planning.	Explicit requirement to coordinate recommendations with Parks & Recreation staff and Plan Commission to ensure alignment with capital improvement priorities and land use plans.	Reduces overlapping functions and ensures that recommendations translate into actionable projects.

Reporting Requirements	No required annual reporting or performance measurement.	Must prepare an annual report summarizing accomplishments, recommendations, and alignment with Village goals.	Increases transparency and helps residents understand the commission's contributions.
Public Engagement	General encouragement to promote environmental education and awareness campaigns.	Empowered to host workshops, outreach events, and volunteer activities specifically related to parks, trails, and green infrastructure improvements.	Focuses community engagement efforts on visible, impactful improvements residents can experience directly.
Staff Liaison / Coordination	Ordinance does not identify a specific staff liaison or define a role in coordinating efforts with other commissions.	Parks and Recreation Director designated as staff liaison to support agenda preparation, facilitate coordination, and ensure follow-through on Board directives.	Clarifies staff responsibilities, improves communication, and avoids gaps in implementation.

Supporting Rationale

The Environmental Concerns Commission ordinance used broad, generalized language about sustainability and environmental awareness, which contributed to duplicative discussions and uncertainty about priorities. Meeting records and minutes demonstrate that initiatives often overlapped with Parks and Recreation, the Bike and Pedestrian Subcommittee, and Comprehensive Plan objectives. The proposed Garden Village Commission ordinance narrows the focus to specific, visible improvements to parks, open space, trails, and green infrastructure. This alignment makes the commission's work more relevant and easier to track, consistent with Bovens's (2007) observation that accountability requires clearly defined responsibilities and measurable contributions. By introducing structured terms, attendance standards, and integration with staff planning, the ordinance ensures this commission will be an effective, transparent vehicle for advancing Villa Park's strategic goals for environmental and recreational assets.

Parks and Recreation Advisory Commission - Community Recreation Commission

Aspect	Current Ordinance (Parks and Recreation Advisory Commission)	Proposed Ordinance (Community Recreation Commission)	Rationale for Change
Purpose & Scope	Advises the Village Board on recreational programming and park use.	Advises on planning, evaluating, and recommending recreational programs and facilities in alignment with the Comprehensive Plan and recreation capital improvements.	Broad language replaced by clear focus linked to current priorities.
Membership Requirements	No specified structured terms or attendance requirements.	Members serve staggered terms and may be removed for missing three consecutive meetings without cause.	Clear expectations and consequences for attendance improve accountability and allow new voices to serve.
Integration with Planning	No explicit connection to budgeting, capital planning, or the Comprehensive Plan.	Must coordinate recommendations with the Village's recreation staff and submit an annual report to the Board summarizing activities and proposals.	Embedding the commission in planning processes ensures recommendations inform decisions and budgets.
Reporting Requirements	No requirement for regular reporting or evaluation.	Required to submit an annual report detailing actions, recommendations, and alignment with strategic objectives.	Transparency and regular reporting demonstrate the commission's effectiveness to residents.

Staff Liaison / Coordination	Ordinance does not define any formal relationship with staff.	Recreation Director serves as liaison to coordinate agenda development, data sharing, and follow-up on Board actions.	Clarity on staff support helps avoid confusion, improves efficiency, and ensures follow-through.
Public Engagement	No specific guidance on encouraging resident participation or feedback.	Encouraged to hold public workshops and solicit resident input as part of evaluation and planning activities.	Strengthens public trust and ensures programming reflects community needs.

Supporting Rationale

The current Parks and Recreation Advisory Commission ordinance uses broad language that limits clarity about the body's purpose, deliverables, and relationship to Village planning and budgeting. This lack of specificity contributes to recurring agendas without measurable outcomes or integration into larger capital improvements. The proposed Community Recreation Commission ordinance modernizes the framework by linking recommendations to the Comprehensive Plan, defining membership terms and attendance standards, clarifying reporting expectations, and creating a clear line of coordination with staff. This structure mirrors the principles outlined by Bovens (2007) and Fung (2006), who emphasize that public accountability and participatory governance depend on clarity of purpose, transparent reporting, and integration into strategic processes.

Planning & Zoning Commission vs. Plan Commission and Zoning Board of Appeals

Aspect	Current Ordinance (Planning & Zoning Commission)	Proposed Ordinances (Plan Commission and Zoning Board of Appeals)	Rationale for Change
Purpose & Scope	Combined responsibility for reviewing development plans, advising on long-term planning, and serving as the hearing body for zoning appeals.	Plan Commission: Advises on land use, comprehensive planning, and development policy. Zoning Board of Appeals: Hears appeals and variance requests related to zoning ordinances.	Separates advisory planning functions from quasi-judicial zoning decisions, reducing conflicts of interest and aligning with best practices in municipal governance (City of Oberlin, 2019).
Membership Requirements	Same body handles all planning and zoning matters, with no differentiation of roles.	Separate membership for each body, with defined structured terms, attendance expectations, and clear delineation of duties.	Provides clarity about responsibilities and allows members to specialize in either planning or zoning, improving expertise and accountability.
Integration with Planning	No distinct mechanism for coordinating long-range planning recommendation s separately from zoning appeals decisions.	Plan Commission recommendations feed directly into the Comprehensive Plan and development strategy, while the Zoning Board independently adjudicates variance applications based on ordinance criteria.	Prevents blending of policy advice with case-specific adjudication, ensuring more impartial decisions and consistent strategic planning.

Reporting Requirements	Single commission responsible for reporting on both planning initiatives and zoning appeals activity.	Each body is required to submit an annual report detailing actions, recommendations, and decisions, with Plan Commission reports emphasizing policy and ZBA reports emphasizing case decisions.	Increases transparency and allows residents and the Board to evaluate each body's contributions separately.
Procedural Fairness	Potential perception of bias when the same members develop policy and adjudicate exceptions to that policy.	Clear separation of quasi-judicial hearings (ZBA) from advisory policy functions (Plan Commission).	Improves procedural fairness and protects the Village from challenges based on perceived conflicts of interest.
Staff Liaison / Coordination	Ordinance provides for general staff support but no clear distinction of responsibilities in the dual-role structure.	Distinct liaisons for each body, with Planning staff assigned to the Plan Commission and Zoning staff assigned to the ZBA to support agendas, materials, and record-keeping.	Clarifies staff support responsibilities, streamlines communication, and improves preparation for meetings and hearings.

Supporting Rationale

The current Planning & Zoning Commission ordinance combines policy advising and quasi-judicial decision-making, which can blur the line between recommending land use policy and interpreting exceptions to those policies. This blending creates potential conflicts of interest and undermines public confidence in the fairness of zoning decisions. The proposed ordinances establish a dedicated Plan Commission focused on long-term strategy, comprehensive planning, and development recommendations, while the Zoning Board of Appeals serves as an independent hearing body for variances and appeals. This structure aligns with recommendations from the City of Oberlin (2019), as well as best practices in municipal governance literature, which emphasize that separating planning and adjudication functions improves transparency and public trust. By creating two specialized commissions with distinct mandates, Villa Park will ensure that planning decisions and zoning appeals are handled more effectively, with clear accountability and procedural integrity.

Traffic and Safety Commission - Absorbed into Plan Commission

Aspect	Current Ordinance (Traffic and Safety Commission)	Proposed Change (Absorbed into New Plan Commission)	Rationale for Change
Purpose & Scope	Advise on traffic regulations, signage, and public safety concerns related to roadways.	Incorporate traffic safety, multimodal mobility, and transportation planning into the Plan Commission's scope, aligning recommendations with land use and long-term development goals.	Embeds transportation and safety considerations directly into comprehensive planning, eliminating siloed discussions and ensuring traffic impacts are evaluated alongside development proposals.
Membership Requirements	No attendance requirement, structured terms, or expectations for participation specified.	Members of the Plan Commission will have defined staggered terms, expectations for participation, and removal for repeated unexcused absences.	Establishes clear accountability and consistent expectations for all planning-related deliberations, including transportation issues.
Integration with Planning	No structured coordination with a Planning Commission or land use processes; operated as a separate advisory body.	Full integration with planning functions so that traffic recommendations are considered part of overall development decisions and Comprehensive Plan implementation.	Reduces duplication and ensures that traffic, land use, and infrastructure planning are addressed holistically.

Reporting Requirements	No required annual reporting or formal process for tracking progress on recommendations .	Plan Commission required to issue annual reports summarizing activities, recommendations, and progress, including transportation and traffic safety initiatives.	Improves transparency and provides a single, consolidated record of planning and transportation recommendations to the Board and public.
Public Engagement	No specific provisions beyond meeting attendance for resident input.	Plan Commission meetings remain public and may include hearings or workshops that integrate transportation issues into broader community planning discussions.	Increases opportunities for residents to engage in conversations about how traffic and safety intersect with land use and development.
Staff Liaison / Coordination	General staff support but no clear connection to Planning staff or dedicated integration with engineering and public works.	Planning staff and Public Works staff jointly support the Plan Commission, ensuring transportation recommendations are technically sound and coordinated with capital improvement plans and development regulations.	Clarifies staff responsibilities, improves preparation for meetings, and ensures that transportation recommendations are implemented effectively and in harmony with broader planning objectives.

Supporting Rationale

Under the current ordinance, the Traffic and Safety Commission operated as a separate advisory body focused primarily on roadway safety and traffic issues. While the commission has provided valuable recommendations, this siloed structure limited the ability to fully integrate transportation considerations into long-range land use and development decisions. The proposed reorganization dissolves the Traffic and Safety Commission and transfers its responsibilities to the newly created Plan Commission, aligning with best practices that emphasize holistic planning. This approach ensures that traffic safety, multimodal transportation, and infrastructure considerations are embedded in all development and policy decisions, rather than treated as an isolated area of concern. By consolidating these functions, Villa Park will enhance transparency, improve coordination, and create a more efficient process for evaluating the impacts of growth and change on community mobility. This structure is consistent with

recommendations from the City of Naperville (2025) and City of Oberlin (2019), which stress that integrated planning frameworks strengthen accountability and strategic alignment.

Video Production Commission vs. Proposed Dissolution

Aspect	Current Ordinance (Video Production Commission)	Proposed Change (Dissolution without Replacement)	Rationale for Change
Purpose & Scope	Oversee public access programming, video production of Village meetings, and related educational content.	Commission dissolved; responsibilities related to meeting recording and content dissemination will be handled administratively by staff or contracted vendors.	The commission's functions have largely been replaced by modern streaming services and staff-managed video production; no continuing need for a dedicated volunteer board.
Membership Requirements	No defined structured terms, attendance expectations, or removal provisions.	N/A—commission dissolved.	Eliminates an inactive body that has struggled to meet consistently and has no strategic role in current Village operations.
Integration with Planning	No integration; operated independently without connection to strategic goals, Comprehensive Plan, or broader communications policy.	N/A—dissolution.	The commission's original purpose is no longer relevant; video production is now an operational function rather than a policy area.
Reporting Requirements	No required reporting or formal deliverables to the Village Board; no documented recommendations in recent years.	N/A—dissolution.	Eliminates administrative overhead associated with maintaining records and agendas for an inactive commission.

Public Engagement	Historically promoted community access to cable programming, but has had limited engagement or participation over the last several years.	N/A—dissolution.	Residents can still access meeting videos and communications through modern platforms managed by staff, with no reduction in transparency or service.
Staff Liaison / Coordination	Designated staff liaison, but responsibilities have shifted almost entirely to IT and Communications staff for video production and distribution.	N/A—dissolution.	Streamlines operations and avoids duplicative structures, freeing staff capacity to focus on effective communications and transparency using contemporary technologies.

Supporting Rationale

The Video Production Commission was originally created to oversee public access programming and ensure transparency by recording Village meetings. Over time, technological advances have rendered this function largely operational rather than advisory in nature. Meeting records show that the commission has struggled to maintain consistent attendance and has not delivered formal recommendations to the Village Board in recent years. Video recording and dissemination are now standard staff responsibilities, supported by modern streaming platforms and integrated into the Village's communications processes. Dissolving the commission avoids redundancy, reduces administrative overhead, and allows staff to focus on efficient, professional video services without the need to maintain an inactive advisory body. This approach aligns with Bovens's (2007) observation that public accountability requires advisory commissions to demonstrate relevance and measurable output, and when such contributions are no longer necessary, responsible dissolution is the most transparent course of action.

Local Liquor Control

Handles disciplinary hearings for liquor licensees, including the imposition of penalties, and oversees local liquor laws

Zoning Board of Appeals (ZBA)

Addresses zoning issues such as appeals, variances, and special use permits, ensuring equitable enforcement of zoning laws

Plan

Responsible for long-term land use planning, zoning-related matters, and advising on traffic safety and pedestrian/bike infrastructure

Board of Police & Fire

Appoints officers and members of the fire and police departments, overseeing promotions and handling disciplinary hearings

Community F.U.N.

Focuses on enhancing the village's image, coordinating community events, promoting volunteerism, and supporting physical beautification efforts

Senior Concerns

Advises the Village Board on matters affecting senior citizens, addressing their needs and promoting well-being through various programs

**Village of Villa Park
Advisory Commissions**



Garden Village

Focuses on enhancing and maintaining parks, green spaces, and promoting sustainability within the community

Villa Park Growth

Works to attract economic development by supporting local businesses and promoting the village to potential investors

Community Recreation

Oversees the development of recreational programs and the management of Jefferson Pool and the Villa Park Recreation Center

Historical Preservation

Advises on the preservation of historically significant sites, buildings, and objects within Villa Park

Fire Fighters Pension Fund

Manages the pension fund for retired firemen, administering pensions and other benefits while ensuring the fund's financial health

Police Pension

Manages the police pension fund, overseeing the payment of pensions and ensuring the fund's financial health

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLES XXVIII OF CHAPTER 2 OF THE VILLA PARK MUNICIPAL CODE DISSOLVING THE ECONOMIC DEVELOPMENT COMMISSION AND CREATING THE VILLA PARK GROWTH COMMISSION

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

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

WHEREAS, the Corporate Authorities previously created the Economic Development Commission to advise the Corporate Authorities on matters related to business district plans; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Economic Development Commission and create a new Villa Park Growth Commission to assume its responsibilities and add responsibilities related to attracting and retaining businesses.

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

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

Section 2: Article XXVIII ("Economic Development Commission") of Chapter 2 ("Administration") of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Economic Development Commission of the Village of Villa Park is hereby dissolved. All

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members of the Economic Development Commission are hereby relieved of their duties pursuant to this ordinance.

Section 3: Article XXVIII (“Villa Park Growth Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXVIII. – VILLA PARK GROWTH COMMISSION

Sec. 2-2801. – Created.

There is hereby created the Villa Park Growth Commission for the village, which shall focus on attracting economic development, fostering business growth, and promoting Villa Park as a vibrant, thriving community. The Villa Park Growth Commission shall act as an advisory commission directly to the Village Board, providing recommendations to the Board on strategies for attracting development and enhancing the Village's economic vibrancy.

Sec. 2-2802. – Intent and purpose.

The Villa Park Growth Commission is tasked with attracting economic development by identifying opportunities for investment, supporting existing businesses, and recruiting new businesses to the village. The commission shall promote Villa Park through marketing efforts, outreach, and partnerships aimed at increasing the village's visibility and appeal to potential developers, investors, and residents. The commission shall also advise the village board on creating policies that support sustainable economic growth, job creation, and increased revenue for the community. The commission will support long-term strategic goals for growth by aligning economic development efforts with community needs, infrastructure improvements, and environmental sustainability.

Sec. 2-2803. - Membership.

- (a) The Villa Park Growth Commission created herein shall consist of five (5) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the commission, members must be current residents of the village, conduct business in the village, or be employed within the village.
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Villa Park Growth Commission shall serve as follows: one (1) for one (1) year, two (2) for two (2) years and two (2) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.
- (c) All appointments shall expire the thirty-first (31st) of May of the appropriate year. Any member of the Villa Park Growth Commission may resign at any time during the term for which

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he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.

(d) If any member of the Villa Park Growth Commission shall cease to maintain the status qualifying him for appointment to the commission, or shall fail to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission, such absence shall be considered as cause for termination of commission membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member of the commission may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-2804. - Officers.

The Village President shall appoint the Chair of the Villa Park Growth Commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the commission for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-2805. – Powers and Duties.

The Villa Park Growth Commission hereby created shall have the following powers and duties:

- (a) To promote Villa Park as an attractive location for business development, including creating marketing campaigns and informational materials that highlight the community's strengths, resources, and potential.
- (b) To identify economic development opportunities, including vacant properties, commercial areas, and infrastructure improvements that can be leveraged to attract new businesses.
- (c) To work closely with local business owners, developers, and the village board to support existing businesses and assist with their expansion or relocation needs.
- (d) To develop initiatives to enhance public-private partnerships that foster economic growth and job creation.
- (e) To provide recommendations to the Village President for consideration by the Village Board on policies related to economic development, business incentives, and strategies to support a thriving local economy, as well as changes to this Article.
- (f) To promote business retention and expansion through initiatives that help existing businesses thrive, including providing resources or assistance to overcome challenges.

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- (g) To assist in the expansion of the village tax base and the creation of local employment opportunities through targeted economic strategies.

Sec. 2-2806. - Meetings.

Regular meetings of the Villa Park Growth Commission shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least four (4) members. The commission shall meet in accordance with the Illinois Open Meetings Act. The commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the commission may vote upon any question presently before the commission.

Sec. 2-2807. – Reports, Recommendations, and Records.

The Villa Park Growth Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The commission shall prepare and submit approved minutes to the village board, along with any special reports containing their recommendations. All recommendations of the commission shall be forwarded to the village board within forty-five (45) days of the action. All recommendations of the commission are advisory only and are not binding upon the corporate authorities. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village Board meeting in December.

Sec. 2-2808. – Task Force.

The Garden Village Commission may recommend the formation of a task force to assist with specific projects or initiatives related to attracting economic development, promoting the village, or supporting local businesses. A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the commission and will be appointed for a predetermined period, which may be extended by the village board.

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

Section 5: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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Section 6: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this ____ day of _____, 2025

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

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

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



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: July 28, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XIII and XXV of Chapter 2 of the Villa Park Municipal Code Dissolving the Parks and Recreation Advisory Commission and the Environmental Concerns Commission and Creating the Garden Village Commission and the Community Recreation Commission

SUMMARY:

This Ordinance amends Chapter 3 Secs. 2-13___ (Parks and Recreation Advisory Commission) and 2-25___ (Environmental Concerns Commission). If this Ordinance is approved, the Village President's related appointments will also be on the agenda for the Village Board's consent.

BACKGROUND:

This Ordinance would dissolve the Parks and Recreation Advisory Commission and create in its place two committees: the Garden Village Commission and the Community Recreation Commission. The existing and proposed commissions are all creations of the Village; there is no requirement to have these commissions or to structure them in a specific way. The goal of this Ordinance is to create two separate commissions to bring a dedicated focus to each area. The Parks and Recreation Advisory Commission currently provides recommendations on the management of all the parks in the Village, all the Village's recreational facilities, and all the recreational programming of the Village. Most of its stated purpose, though, concerns recreation, not parks (see Sec. 2-1302). Additionally, due to the shared goals of environmental protection and vibrant parks, the Garden Village Commission will also take on the responsibilities of the Environmental Concerns Commission, ensuring that conservation, environmental stewardship, and beautification is on display in the Village's parks.

DISCUSSION:

To create the new committees, the existing Parks and Recreation Advisory Commission (PRAC) first must be dissolved. Section 2 of the Ordinance deletes Chapter 2, Article XIII in its entirety, thus dissolving the commission and relieving the commissioners of their duties.

Section 3 of the Ordinance creates the new Garden Village Commission (GVC), with 5 members and the chair appointed by the Village President (with the Village Board's advice and consent). The structure of the Plan Commission is otherwise similar to the PRAC, with a focus on parks different powers and duties. Most of those responsibilities relate to environmental concerns. The GVC is solely a recommending body.

Section 4 of the Ordinance deletes Chapter 2, Article XXV in its entirety, thus dissolving the Environmental Concerns Commission, since those responsibilities are mostly in line with the responsibilities of the Garden Village Commission. This paragraph relieves the commissioners of their duties.

Section 5 of the Ordinance creates the Community Recreation Commission (CRC), with 5 members and the chair appointed by the Village President (with the Village Board's advice and consent). The structure of the Zoning Board of Appeals is otherwise similar to the PRAC, with a focus on recreation and different powers and duties. The CRC is solely a recommending body.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLES XIII AND XXV OF CHAPTER 2 OF THE VILLA PARK MUNICIPAL CODE DISSOLVING THE PARKS AND RECREATION ADVISORY COMMISSION AND THE ENVIRONMENTAL CONCERNS COMMISSION AND CREATING THE GARDEN VILLAGE COMMISSION AND THE COMMUNITY RECREATION COMMISSION

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

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

WHEREAS, the Corporate Authorities previously created the Parks and Recreation Advisory Commission to advise the Corporate Authorities on matters related to both park facilities and recreation programs; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Parks and Recreation Advisory Commission and create a separate Garden Village Commission and a separate Community Recreation Commission to assume its responsibilities.

WHEREAS, the Corporate Authorities previously created the Environmental Concerns Commission to advise the Corporate Authorities on matters related to preservation, protection, and improvement of the environment; and

WHEREAS, the Corporate Authorities have also determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the

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Environmental Concerns Commission and assign its responsibilities to the Garden Village Commission.

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

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

Section 2: Article XIII (“Parks and Recreation Advisory Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Parks and Recreation Advisory Commission of the Village of Villa Park is hereby dissolved. All members of the Parks and Recreation Advisory Commission are hereby relieved of their duties pursuant to this ordinance.

Section 3: Article XIII (“Garden Village Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XIII. – GARDEN VILLAGE COMMISSION

Sec. 2-1301. – Created.

There is hereby created a Garden Village Commission for the village, which shall focus on the development, maintenance, and enhancement of parks, green spaces, and environmentally sustainable initiatives within the village.

Sec. 2-1302. – Intent and purpose.

The Garden Village Commission is tasked with overseeing the development, enhancement, and sustainability of Villa Park’s public parks, green spaces, and other environmentally-focused community initiatives. The commission shall promote eco-friendly practices and ensure that the community’s green spaces contribute to Villa Park’s identity as a “Garden Village”. The commission will also advise the village board on policies and programs that support sustainable growth and green infrastructure throughout the village. The commission shall also advise the village board on matters relating to parks, playgrounds, green spaces, and shall advise on any other issues referred to the commission by the board of trustees.

Sec. 2-1303. - Membership.

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- (a) The Garden Village Commission created herein shall consist of five (5) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the commission, members must be current residents of the village, conduct business in the village, or be employed within the village.
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Garden Village Commission shall serve as follows: one (1) for one (1) year, two (2) for two (2) years and two (2) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.
- (c) All appointments shall expire the thirty-first (31st) of May of the appropriate year. Any member of the Garden Village Commission may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.
- (d) If any member of the Garden Village Commission shall cease to maintain the status qualifying him for appointment to the commission, or shall fail to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission, such absence shall be considered as cause for termination of commission membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member of the commission may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-1304. - Officers.

The Village President shall appoint the Chair of the Garden Village Commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the commission for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-1305. - Responsibilities.

The Garden Village Commission hereby created shall have the following roles and responsibilities:

- (a) To oversee the development, maintenance, and sustainability of existing parks, playgrounds, green spaces, and public areas to ensure they are accessible, safe, and enjoyable for the community.

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- (b) To identify and develop new parks and green spaces on underutilized village-owned properties to increase public green space for residents and visitors, supporting the overall growth of Villa Park.
- (c) To incorporate eco-friendly practices in park and green space design, such as using native plant species, energy-efficient lighting, rainwater harvesting, and sustainable materials.
- (d) To educate the community on eco-friendly practices and the importance of green spaces through public outreach programs, including workshops, informational materials, and events promoting sustainability.
- (e) To organize and manage the Spring Sweep event to clean up local parks, trails, and green spaces, encouraging community participation and pride in the village's green spaces.
- (f) To coordinate and promote electronic recycling events to help residents responsibly dispose of old electronics, reducing e-waste and contributing to the village's sustainability efforts.
- (g) To administer the Green Champion Award to recognize and celebrate individuals, businesses, and community organizations that have made significant contributions to environmental sustainability, conservation, or the beautification of green spaces.
- (h) To provide recommendations to the Village President for consideration by the Village Board on policies related to environmental sustainability, including energy conservation, waste reduction, and green building standards, and advocate for the preservation of natural resources within the village, as well as changes to this Article.
- (i) To work with local businesses, schools, and community organizations to foster public-private partnerships that support green space development, environmental stewardship, and sustainability initiatives.
- (j) To establish and oversee task forces for specific initiatives, such as tree planting, wildlife habitat restoration, and community-based environmental programs, to further the commission's sustainability goals.

Sec. 2-1306. - Meetings.

Regular meetings of the Garden Village Commission shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least three (3) members. The commission shall meet in accordance with the Illinois Open Meetings Act. The commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the commission may vote upon any question presently before the commission.

Sec. 2-1307. – Reports, Recommendations, and Records.

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The Garden Village Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The commission shall prepare and submit approved minutes to the village board, along with any special reports containing their recommendations. All recommendations of the commission shall be forwarded to the village board within forty-five (45) days of the action. All recommendations of the commission are advisory only and are not binding upon the corporate authorities. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village Board meeting in December.

Sec. 2-1308. – Expenditures.

The Garden Village Commission may recommend expenditures to the village board for programs, events, and initiatives related to park development, environmental sustainability, and other green space projects. All expenditures must be approved by the village board before implementation.

Sec. 2-1309. – Task Force.

The Garden Village Commission may recommend the formation of a task force to assist with specific green space or sustainability projects, such as tree planting, wildlife habitat restoration, and community-based environmental programs. A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the commission and will be appointed for a predetermined period, which may be extended by the village board.

Section 4: Article XXV (“Environmental Concerns Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Environmental Concerns Commission of the Village of Villa Park is hereby dissolved. All members of the Environmental Concerns Commission are hereby relieved of their duties pursuant to this ordinance.

Section 5: Article XXV (“Community Recreation Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXV. – COMMUNITY RECREATION COMMISSION

Ordinance No. _____

Sec. 2-2501. – Created.

There is hereby created a Community Recreation Commission for the village, which shall oversee and promote the development, organization, and execution of recreational programs and activities that enhance the quality of life for Villa Park residents.

Sec. 2-2502. – Intent and purpose.

The Community Recreation Commission shall focus on creating recreational activities that encourage active living, foster community engagement, and promote wellness for residents of all ages. The commission will also oversee the functionality and direction of Jefferson Pool and the Villa Park Recreation Center (VPRC), ensuring these facilities meet the needs of the community. The commission shall advise the Village Board on both the current and future needs of these facilities, including potential redevelopment or the creation of new facilities as community needs evolve. Additionally, the commission will recommend improvements and expansions to existing recreational programs, ensuring they align with community interests and promote health, wellness, and inclusivity.

Sec. 2-2503. - Membership.

(a) The Community Recreation Commission created herein shall consist of five (5) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the commission, members must be current residents of the village, conduct business in the village, or be employed within the village.

(b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Community Recreation Commission shall serve as follows: one (1) for one (1) year, two (2) for two (2) years and two (2) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.

(c) All appointments shall expire the thirty-first (31st) of May of the appropriate year. Any member of the Community Recreation Commission may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.

(d) If any member of the Community Recreation Commission shall cease to maintain the status qualifying him for appointment to the commission, or shall fail to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission, such absence shall be considered as cause for termination of commission membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to

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appoint a qualified successor to such membership in the manner provided herein. Any member of the commission may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-2504. - Officers.

The Village President shall appoint the Chair of the Community Recreation Commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the commission for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-2505. - Responsibilities.

The Community Recreation Commission hereby created shall have the following roles and responsibilities:

- (a) To create and manage recreational programs such as sports leagues, fitness classes, and community events to enhance residents' physical, mental, and social well-being.
- (b) To oversee the operation and management of Jefferson Pool and the VPRC, ensuring these facilities provide engaging and accessible opportunities for the community.
- (c) To regularly assess and recommend future improvements or changes to Jefferson Pool and the VPRC, including the creation of new facilities or major redevelopment projects to ensure they continue to meet the community's evolving needs.
- (d) To engage with residents to gather feedback on recreational needs, ensuring programs meet the diverse interests of the community.
- (e) To ensure that all recreational programs are accessible to residents of all ages, abilities, and backgrounds.
- (f) To provide recommendations to the Village President for consideration by the Village Board for improvements to existing programs, facilities, and future recreational opportunities to help meet community needs and contribute to Villa Park's growth, as well as changes to this Article.

Sec. 2-2506. - Meetings.

Regular meetings of the Community Recreation Commission shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least three (3) members. The commission shall meet in accordance with the Illinois Open Meetings Act. The commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the commission may vote upon any question presently before the commission.

Sec. 2-2507. – Reports, Recommendations, and Records.

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The Community Recreation Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The commission shall prepare and submit approved minutes to the village board, along with any special reports containing their recommendations. All recommendations of the commission shall be forwarded to the village board within forty-five (45) days of the action. All recommendations of the commission are advisory only and are not binding upon the corporate authorities. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village Board meeting in December.

Sec. 2-2508. – Expenditures.

The Community Recreation Commission may recommend expenditures to the village board for recreational program development, equipment, and related expenses, including improvements and maintenance of the Jefferson Pool and the VPRC. All expenditures must be approved by the village board before implementation.

Sec. 2-2509. – Task Force.

The Community Recreation Commission may recommend the formation of a task force to assist with specific projects or initiatives related to recreational programs, events, or facility management (e.g., for Jefferson Pool or the VPRC). A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the commission and will be appointed for a predetermined period, which may be extended by the village board.

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

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

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

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



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: July 28, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XVI and XVII of Chapter 2 of the Villa Park Municipal Code Dissolving the Planning and Zoning Commission and Creating the Plan Commission and the Zoning Board of Appeals, and Amending Chapter 18 Regarding Planning and Development

SUMMARY:

This Ordinance amends Chapter 3 Secs. 2-16__ (Planning and Zoning Commission) and 2-17____ (Reserved), as well as amending Chapter 18, Secs. 18-102, 18-201, 18-202, and 18-203 (Planning and Development). If this Ordinance is approved, the Village President's related appointments will also be on the agenda for the Village Board's consent.

BACKGROUND:

This Ordinance would dissolve the Planning and Zoning Commission and create in its place two committees: the Plan Commission and the Zoning Board of Appeals. The Illinois Municipal Code provides that these two entities are separate (see 65 ILCS 5/11-12-4, 5/11-13-3), but many municipalities have combined them into one committee over the years, as Villa Park did. Over time, the "zoning" aspects of the combined committee tend to dominate, and the committee's "planning" role receives less consideration. The goal of returning to separate committees is to allow a more dedicated focus on Villa Park's long-term land use planning. The Plan Commission will ensure that growth and development align with the Village's strategic goals, emphasizing public safety, sustainability, and community well-being.

DISCUSSION:

To create the new committees, the existing Planning and Zoning Commission (PZC) first must be dissolved. Section 2 of the Ordinance deletes Chapter 2, Article XVI in its entirety, thus dissolving the commission and relieving the commissioners of their duties.

Section 3 of the Ordinance creates the new Plan Commission, with 5 members and the chair appointed by the Village President (with the Village Board's advice and consent). The structure of the Plan Commission is otherwise similar to the PZC, with different powers and duties. In addition to

developing the comprehensive plan, the Plan Commission will also recommend amendments and policies to further the goals of that plan and evaluate development proposals from a planning perspective. The Plan Commission will not hold any hearings on development proposals, but commissioners will review applications and provide their own recommendation to the Village Board. The duties of the Traffic & Safety Commission (which is being dissolved in a separate ordinance) have also been incorporated into the duties of the Plan Commission, so that a primary focus of their deliberations will be on traffic, bike, and pedestrian safety concerns and improving accessibility in the future. The Plan Commission is solely a recommending body.

Section 4 of the Ordinance creates the Zoning Board of Appeals (ZBA), with 7 members (as required by statute) and the chair appointed by the Village President (with the Village Board's advice and consent). The structure and duties of the Zoning Board of Appeals is otherwise similar to the PZC, except that comprehensive plan responsibilities have been removed. ZBA members should still consider the comprehensive plan as one of several standards used to recommend actions on zoning applications. The ZBA is solely a recommending body, other than on administrative appeals.

Articles 5 and 6 of the Ordinance make necessary language changes to Chapter 18 regarding Planning and Development. References to the PZC have been deleted and changed to either the Plan Commission or the ZBA.

Article 7 of the Ordinance establishes that any reference to the PZC in Appendix B (Official Plan and Subdivision Regulations) shall mean the Plan Commission, and any reference to the PZC in Appendix C (Zoning Ordinance) shall mean the Zoning Board of Appeals. An amendment to those appendices will soon follow, but they need to proceed through the new commissions first.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLES XVI AND XVII OF CHAPTER 2 OF THE VILLA PARK MUNICIPAL CODE DISSOLVING THE PLANNING AND ZONING COMMISSION AND CREATING THE PLAN COMMISSION AND THE ZONING BOARD OF APPEALS, AND AMENDING CHAPTER 18 REGARDING PLANNING AND DEVELOPMENT

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

WHEREAS, the Illinois Municipal Code provides that municipalities may create both a plan commission (65 ICLS 5/11-12-4, *et seq.*) and a zoning board of appeals (65 ILCS 5/11-13-3, *et seq.*) to recommend certain actions related to municipal planning and municipal zoning regulations, respectively; and,

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

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Planning and Zoning Commission and create a separate Plan Commission and a separate Zoning Board of Appeals to assume its responsibilities.

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

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

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Section 2: Article XVI (“Planning and Zoning Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Planning and Zoning Commission of the Village of Villa Park is hereby dissolved. All members of the Planning and Zoning Commission are hereby relieved of their duties pursuant to this ordinance.

Section 3: Article XVI (“Plan Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XVI. – PLAN COMMISSION

Sec. 2-1601. – Created.

There is hereby established a Plan Commission for the village, separate from the Zoning Board of Appeals. The Plan Commission shall focus on long-term land use planning, including the development of the village’s comprehensive plan and recommendations for future changes to the village’s comprehensive plan. The Plan Commission shall also advise the Village board on issues related to traffic safety, bicycling, and pedestrian mobility.

Sec. 2-1602. - Membership.

- (a) The Plan Commission created herein shall consist of five (5) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the commission, members must be current residents of the village.
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Plan Commission shall serve as follows: one (1) for one (1) year, two (2) for two (2) years and two (2) for three (3) years, as designated by the village president. Members shall hold office for their designated terms and until their successors have been appointed.
- (c) All appointments shall expire the thirty-first (31st) of May of the appropriate year. Any member of the Plan Commission may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.
- (d) If any member of the Plan Commission shall cease to maintain the status qualifying him for appointment to the commission, or shall fail to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission,

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such absence shall be considered as cause for termination of commission membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member of the commission may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-1603. - Officers.

The Village President shall appoint the Chair of the Plan Commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the commission for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-1604. - Powers and duties.

The Plan Commission hereby created shall have the powers and duties designated by 65 ILCS 5/11-12-4 et seq. Specifically, the Plan Commission shall have the power:

(a) To prepare and recommend to the corporate authorities a comprehensive plan for the present and future development or redevelopment of the village. Such plan may be developed in whole or in separate geographical or functional parts, each of which, when adopted, shall be the official comprehensive plan, or part thereof, of the village. This plan may include reasonable requirements with reference to streets, alleys, public grounds and other improvements hereinafter specified. The plan, as recommended by the Plan Commission and as thereafter adopted by ordinance, may be made applicable, by the terms thereof, to land situated within the corporate limits and contiguous territory not more than one and one-half (1½) miles beyond the corporate limits and not included in any municipality. The commission may implement such plan by recommending such ordinances:

- (1) Establishing reasonable standards of design for subdivisions and for resubdivisions of unimproved land and of areas subject to redevelopment in respect to public improvements as herein defined;
- (2) Establishing reasonable requirements governing the location, width, course and surfacing of public streets and highways, alleys, ways for public service facilities, curbs, gutters, sidewalks, street lights, parks, playgrounds, school grounds, size of lots to be used for residential purposes, storm water drainage, water supply and distribution, sanitary sewers, and sewage collection and treatment.

The Plan Commission may also implement such plan by designating land suitable for annexation to the village and then recommending zoning classification for such land upon annexation.

(b) To recommend changes, from time to time, in the official comprehensive plan.

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(c) To recommend zoning amendments and land use policies to the corporate authorities for the purpose of:

- (1) ensuring that new developments, redevelopment projects, and infrastructure improvements support safe traffic flow, pedestrian movement, and bike connectivity across the village;
- (2) improving traffic safety, including traffic calming, pedestrian pathways, bike lanes, and improved signage to ensure safe and efficient traffic flow in the village; and
- (3) instituting specific improvements in pursuance of the official comprehensive plan.

(d) To evaluate development proposals for the purpose of ensuring they fit the village's planning framework, contribute positively to the village's strategic goals, and address traffic, bike, and pedestrian safety concerns.

(e) To promote bike and pedestrian infrastructure in new and existing developments to encourage non-motorized transportation and improve accessibility for residents.

(f) To advise the Village board on matters related to public safety and traffic concerns that arise from both residential and commercial development projects.

(g) To give aid to the village officials charged with the direction of projects for improvement embraced within the official plan and, generally, to promote the realization of the official plan.

(h) To recommend to the Village President for consideration by the Village Board changes to this Article.

(i) To exercise such other powers germane to the powers granted by state law as may be conferred by the corporate authorities.

Sec. 2-1605. - Meetings.

Regular meetings of the Plan Commission shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least three (3) members. The commission shall meet in accordance with the Illinois Open Meetings Act. Any person may appear and testify at a hearing, either in person or by duly authorized agent or attorney. All testimony shall be given under oath. The chairperson or vice-chairperson, or their designee, shall administer oaths and may compel the attendance of witnesses. The commission shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the commission may vote upon any question presently before the commission.

Sec. 2-1606. – Reports, Recommendations, and Records.

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The Plan Commission shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The commission shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The commission shall prepare and submit approved minutes to the Village board, along with any special reports containing their recommendations. All recommendations of the Plan Commission shall be forwarded to the village board within forty-five (45) days of the action. All recommendations of the Plan Commission are advisory only and are not binding upon the corporate authorities. An annual report covering the commission's activities and progress shall be prepared and presented at the last stated Village board meeting in December.

Sec. 2-1607. – Task Force.

The Plan Commission may recommend the formation of a task force to assist with specific projects or initiatives related to land use, development planning, or traffic safety improvements. A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the commission and will be appointed for a predetermined period, which may be extended by the Village board.

Section 4: Article XVII (“Zoning Board of Appeals”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XVII. – ZONING BOARD OF APPEALS

Sec. 2-1701. - Created.

There is hereby established a Zoning Board of Appeals (ZBA) for the village, separate from the Plan Commission. The ZBA shall have the authority to hear and make determinations regarding appeals, variances, special use permits, planned unit developments, text amendments, and map amendments.

Sec. 2-1702. - Membership.

- (a) The Zoning Board of Appeals created herein shall consist of seven (7) members, appointed by the village president with the advice and consent of the board of trustees, to serve without compensation. To be eligible to serve on the ZBA, members must be current residents of the village, conduct business in the village, or be employed within the village
- (b) Members shall be appointed for a term of three (3) years, except that the members first appointed to the Zoning Board of Appeals shall serve as follows: two (2) for one (1) year, two (2) for two (2) years and three (3) for three (3) years, as designated by the village president.

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Members shall hold office for their designated terms and until their successors have been appointed.

(c) All appointments shall expire the thirty-first (31st) of May of the appropriate year. Any member of the Zoning Board of Appeals may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village president. Vacancies on the ZBA shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.

(c) If any member of the Zoning Board of Appeals shall cease to maintain the status qualifying him for appointment to the ZBA, or shall fail to attend three (3) consecutive meetings of the ZBA without being excused by a vote of a majority of the members of the ZBA, such absence shall be considered as cause for termination of ZBA membership. Report of such change of status or failure of attendance may be reported to the corporate authorities and, if such report is accepted by the corporate authorities, the membership in question shall be declared vacant and it shall be the duty of the president to appoint a qualified successor to such membership in the manner provided herein. Any member of the ZBA may be removed for cause by the president with the advice and consent of the board of trustees.

Sec. 2-1703. - Officers.

The Village President shall appoint the Chair of the Zoning Board of Appeals from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3) years. A Vice-Chair and a Secretary shall be elected by the members of the ZBA for a term of three (3) years. No member may serve more than two consecutive terms in any office unless at least one (1) year has passed since their last term in that office.

Sec. 2-1704. - Powers and duties generally.

The Zoning Board of Appeals hereby created shall have the powers and duties designated by 65 ILCS 5/11-13-1 *et seq.* Specifically, the ZBA shall have the power:

(a) To conduct hearings and thereafter make recommendations to the corporate authorities as necessary based on specific requests from property owners or developers, including, but not limited to:

- (1) Applications for zoning text amendments and map amendments;
- (2) Applications for special use permits, including planned unit developments; and
- (3) Applications for variations from the Villa Park Zoning Code.

(b) To prepare and recommend to the corporate authorities, from time to time, specific changes to the Villa Park Zoning Code and other land use regulations based on emerging trends or recurring zoning concerns.

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- (c) To hear and decide appeals of any order, requirement, decision, or determination made by the director of community development or designee.
- (d) To exercise such other powers germane to the powers granted by state law as may be conferred by the corporate authorities.
- (e) To conduct a development concept review upon the request of a petitioner. The purpose of the concept review is to allow the petitioner to broadly acquaint the ZBA with the petitioner's development proposal and to provide the petitioner with any preliminary views, concerns or recommendations that the members of the ZBA may have with respect to the proposed development.
 - (1) Not less than ten (10) days prior to the ZBA meeting, the director of community development or their designee shall mail a notice by first class mail to the owners of property within two hundred fifty (250) feet of the proposed project site, excluding public rights-of-way. This notice shall include the date, time and place of the ZBA meeting where the concept plan is to be reviewed and shall include a general description of the proposed development. The information shall also be mailed to the park and school districts in which the property is located and to other persons or entities that may have jurisdiction over the project.
 - (2) Upon completion of the ZBA's concept review process, the petitioner may request a similar review by the village board of trustees.
 - (3) Any views expressed during the course of the review of any development concept shall be deemed to be preliminary and advisory only, and only the individual view of the member expressing them. Nothing said or done during the course of such review shall be deemed to create or to prejudice any rights of the petitioner or to obligate the village, or any representative of it, to approve or deny any formal application following full consideration thereof as required by the Municipal Code of the village.
- (f) To recommend to the Village President for consideration by the Village Board changes to this Article.

Sec. 2-1705. - Meetings.

Regular meetings of the Zoning Board of Appeals shall be held at least monthly, with special meetings called when necessary. A quorum shall consist of at least four (4) members. The ZBA shall meet in accordance with the Illinois Open Meetings Act. Any person may appear and testify at a hearing, either in person or by duly authorized agent or attorney. All testimony shall be given under oath. The chairperson or vice-chairperson, or their designee, shall administer oaths and may compel the attendance of witnesses. The ZBA shall keep minutes of its proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating

Ordinance No. _____

such fact. Any formerly absent member who certifies that he or she has read the minutes of the proceedings before the ZBA may vote upon any question presently before the ZBA.

The concurring vote of four (4) members of the ZBA shall be necessary to reverse any order, requirement, decision, or determination of an administrative official, or to decide in favor of a petitioner any matter upon which it is required to pass under this article or the village basic zoning ordinance or to affect any variation or to recommend any variation or modification in the basic zoning ordinance of this article to the corporate authorities.

Sec. 2-1706. – Reports, Recommendations, and Records.

The Zoning Board of Appeals shall keep permanent minutes of its meetings, which shall include topics discussed and the motions and votes of each member. The ZBA shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. The ZBA shall prepare and submit approved minutes to the Village board, along with any special reports containing their recommendations. All recommendations and findings of the ZBA shall be forwarded to the village board within forty-five (45) days of the action. Such recommendations are advisory only and are not binding upon the corporate authorities. An annual report covering the ZBA’s activities and progress shall be prepared and presented at the last stated Village board meeting in December.

Sec. 2-1707. – Task Force.

The Zoning Board of Appeals may recommend the formation of a task force to assist with specific projects or initiatives related to land use, development planning, or traffic safety improvements. A task force shall be composed of volunteer residents or business residents with the expertise, skills, and resources needed for the task. Task forces will operate under the direction of the ZBA and will be appointed for a predetermined period, which may be extended by the Village board.

Section 5: Article I (“In General”) of Chapter 18 (“Planning and Development”) of the Villa Park Municipal Code is hereby amended by adding the underlined language and deleting the struck-through language to read as follows:

ARTICLE I. – IN GENERAL

* * *

Sec. 18-102. – Conditional zoning, subdivision approval, etc.

* * *

Ordinance No. _____

- (c) Nothing contained herein shall be construed as the delegation of the legislative duties of the corporate authorities, however the ~~zoning and planning commission~~ Zoning Board of Appeals, Plan Commission, and other appropriate boards and commissions of the village may provide in their recommendations to the corporate authorities appropriate conditions and stipulations.
- (d) The stipulations and conditions which the ~~commission~~ Zoning Board of Appeals or Plan Commission may impose, pursuant to this section, shall include but not necessarily be limited to those subject matters set forth in Ordinance No. 1195, otherwise known as the Zoning Ordinance of the Village of Villa Park.

* * *

Section 6: Article II (“Planning and Zoning Guidelines”) of Chapter 18 (“Planning and Development”) of the Villa Park Municipal Code is hereby amended by adding the underlined language and deleting the struck-through language to read as follows:

ARTICLE II. – PLANNING AND ZONING GUIDELINES

Sec. 18-201. – General Provisions.

- (a) The ~~planning and zoning commission~~ Zoning Board of Appeals shall adopt rules and regulations not inconsistent with the provisions of this Code or state law, governing applications or requests for zoning amendments, ~~subdivisions~~, variations, conditional uses, special uses, ~~annexations~~, or any other amendments of the Villa Park Municipal Code, including Appendix C, as may be germane to the jurisdiction and functions of the ~~planning and zoning commission~~ Zoning Board of Appeals. The Plan Commission shall adopt rules and regulations not inconsistent with the provisions of this Code or state law, governing applications or requests for subdivisions. It shall be the sole and exclusive responsibility of each and every petitioner to comply with the rules and regulations of the ~~planning and zoning commission~~ Zoning Board of Appeals and Plan Commission, as applicable, as well as all provisions of zoning ordinances, subdivision ordinances and other ordinances of the village and nothing herein contained shall be construed as relieving an petitioner of such responsibility.
- (b) All proceedings before the ~~planning and zoning commission~~ Zoning Board of Appeals and Plan Commission shall take place before a recording secretary who shall prepare minutes of all such proceedings ~~before the commission~~. The recording secretary shall not

Ordinance No. _____

be a member of the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission and shall have no vote ~~at the commission~~.

- (c) Exhibits offered and received as part of the official record of proceedings shall become a part of the application and remain therewith. Custody of the official exhibits shall be with the director of community development or their designee.
- (d) At the conclusion of any public hearing, the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission will deliberate and reach a decision as to a disposition to be reported to the corporate authorities. A motion recommending approval, denial, or approval with special consideration, restriction, or modification will be entertained.
- (e) In cases where the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission finds that the anticipated increased activity in the village due to the proposed development or subdivision requires the provisions of additional public service, facilities or the like, the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission may require a dedication or reservation of land, monetary payments or the construction of improvements as a legal condition of approval for subdivision or development. Such developer contributions shall not be required unless the anticipated increased activity necessitating the contribution is specifically and uniquely attributable to activities of the developer which generate cost which would otherwise be cast upon the public.

Sec. 18-202. – Enforcement.

The provisions of this ~~a~~Article II, and any rules and regulations duly adopted by the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission, shall be enforced by the ~~planning and zoning commission of the village~~ Zoning Board of Appeals or Plan Commission, respectively, and by the community development department, its director, and their designee, where applicable. All inspections of public improvements or structures required by Ordinance No. 2551, as initially adopted or subsequently amended, shall be done by the director of public works or their designee, or as set forth in Ordinance No. 2551 or any amendments thereto.

Sec. 18-203. – Fees, costs, deposit accounts.

* * *

(c) *Application fees:*

Variation only:	Residential First variation	\$150.00
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Ordinance No. _____

	Each additional	\$100.00
	Multifamily	
	First variation	\$300.00
	Each additional	\$200.00
	Commercial	
	First variation	\$300.00
	Each additional	\$200.00
	Industrial	
	First variation	\$300.00
	Each additional	\$200.00
Rezoning to:	Residential	\$200.00
	Multifamily	\$300.00
	Commercial	\$300.00
	Industrial	\$300.00
Rezoning with variation:	Additional fee of	\$100.00 per variation requested
Subdivision	Residential	\$100.00 per subdivided lot
	Multifamily	\$150.00 per subdivided lot
	Commercial	\$150.00 per subdivided lot
	Industrial	\$150.00 per subdivided lot
Subdivision with variation:	Additional fee of	\$100.00 per variation requested
Amendment; special use; conditional use; appeal; or other request requiring planning and zoning commission Zoning Board of Appeals or Plan Commission public hearing:		
	Residential	\$150.00
	Multifamily	\$300.00
	Commercial	\$300.00
	Industrial	\$300.00

(d) *Deposit account.* Any and all expenses incurred by the village on behalf of any petitioner, including, but not limited to, photo copying, recording secretary fees, transcript fees, publication fees, recording fees, consultant fees notification fees or any other out-of-pocket

Ordinance No. _____

expenses incurred on behalf of petitioner shall be the sole and exclusive responsibility of the petitioner. The amounts set forth hereinafter shall be deposited with the village to cover direct expenses incurred relating to presentation of applications to the ~~planning and zoning commission~~ Zoning Board of Appeals or Plan Commission. The deposited funds shall be held in a separate account by the village to be used either as security for the payment of such expenses or for the actual payment of such expenses as may be provided hereinafter:

* * *

Section 7: Any reference to the “Planning and Zoning Commission” in the Official Plan and Subdivision Regulations of the Village of the Villa Park, codified as Appendix B to the Villa Park Municipal Code, shall henceforth refer to the Plan Commission. The powers and duties of the Plan Commission shall be otherwise limited to those specifically designated to the Plan Commission within Chapter 2, Article XVI of the Villa Park Municipal Code. Any other reference to the “Planning and Zoning Commission” within the Villa Park Municipal Code, including the Zoning Ordinance of the Village of Villa Park, codified as Appendix C to the Municipal Code, shall henceforth refer to the Zoning Board of Appeals.

Section 8: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 9: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

(Intentionally Left Blank)

Ordinance No. _____

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

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

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

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



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: July 28, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Articles XXII, XXX, and XXXII of Chapter 2 of the Villa Park Municipal Code Dissolving the Traffic and Safety Commission, the Video Production Commission, and the Special Events Review Committee

SUMMARY:

This Ordinance amends Chapter 3 Sec. 2-22__ (Traffic and Safety Commission), Sec. 2-30__ (Video Production Commission), and Sec. 2-32__ (Special Events Review Committee).

BACKGROUND:

This Ordinance would dissolve three commissions or committees that no longer serve a useful purpose. The Traffic and Safety Commission, while serving a valuable mission, is a minor topic to which an entire commission structure has been dedicated. Moving these responsibilities to the Plan Commission makes sense, since the primary concern of the Traffic and Safety Commission has been planning new traffic safety measures. The Video Production Commission has a role that is better handled by staff. The Special Events Review Committee has long ceased operation. The goal of this Ordinance is to streamline village commissions. Taken in their entirety, the amendments on this agenda would reduce 7 commissions to 5 commissions (with other commissions unchanged). By and large, the number of commissioners have also been reduced, with most of the new commissions having 5 members compared to 7 or 9 members on the dissolved commissions.

DISCUSSION:

Sections 2 and 3 of the Ordinance delete Chapter 2, Article XXII in its entirety, thus dissolving the Traffic and Safety Commission and relieving the commissioners of their duties, while reserving the code section for later changes.

Sections 4 and 5 of the Ordinance delete Chapter 2, Article XXX in its entirety, thus dissolving the Video Production Commission and relieving the commissioners of their duties, while reserving the code section for later changes.

Sections 6 and 7 of the Ordinance delete Chapter 2, Article XXXII in its entirety, thus dissolving the Special Events Review Committee and relieving the members of their duties, while reserving the code section for later changes.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AMENDING ARTICLES XXII, XXX, AND XXXII OF CHAPTER 2 OF THE VILLA PARK MUNICIPAL CODE DISSOLVING THE TRAFFIC AND SAFETY COMMISSION, THE VIDEO PRODUCTION COMMISSION, AND THE SPECIAL EVENTS REVIEW COMMITTEE

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

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

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Traffic and Safety Commission and assign its responsibilities to the Plan Commission; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Video Production Commission as its primary purpose is best handled by village staff; and,

WHEREAS, the Corporate Authorities have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to dissolve the Special Events Review Committee as its primary purpose has been adopted by the Community F.U.N. Commission.

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

Ordinance No. _____

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

Section 2: Article XXII (“Traffic and Safety Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Traffic and Safety Commission of the Village of Villa Park is hereby dissolved. All members of the Traffic and Safety Commission are hereby relieved of their duties pursuant to this ordinance.

Section 3: Article XXII (“Reserved”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXII. – RESERVED

Secs. 2-2201—2-2208. – Reserved.

Section 4: Article XXX (“Video Production Commission”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Video Production Commission of the Village of Villa Park is hereby dissolved. All members of the Video Production Commission are hereby relieved of their duties pursuant to this ordinance.

Section 5: Article XXX (“Reserved”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXX. – RESERVED

Secs. 2-3001—2-3008. – Reserved.

Section 6: Article XXXII (“Special Events Review Committee”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby deleted in their entirety, and thus the Special Events Review Committee of the Village of Villa Park is hereby dissolved. All

Ordinance No. _____

members of the Special Events Review Committee are hereby relieved of their duties pursuant to this ordinance.

Section 7: Article XXXII (“Reserved”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby created to read as follows:

ARTICLE XXXII. – RESERVED

Secs. 2-3201—2-3206. – Reserved.

Section 8: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 9: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

(Intentionally Left Blank)

Ordinance No. _____

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

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

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

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



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: July 28, 2025

SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article IV of Chapter 2 of the Villa Park Municipal Code Creating the Office of Deputy Village President.

RECOMMENDED ACTION:

This Ordinance amends Sections 2-422 and 2-427 of Chapter 2 of the Villa Park Municipal Code to create the Deputy Village President. This ordinance received a first reading on June 23, 2025.

BACKGROUND:

This Ordinance would allow the Village President to appoint a trustee to serve in the role of Deputy Village President. The creation of this office would ensure stability if the Village President is ever unavailable for a meeting or other event, allowing someone else to handle his duties. Codifying this position avoids the need to elect a village president pro tem during a meeting where the village president is absent.

DISCUSSION:

Section 2 of the Ordinance clarifies that the Deputy Village President still only gets one vote as a trustee.

Section 3 of the Ordinance creates the office of Deputy Village President, but limits the instances where that person could exercise the powers of the presidency and clarifies that there would be no additional compensation.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE
COUNTY, ILLINOIS, AMENDING ARTICLE IV OF CHAPTER 2
OF THE VILLA PARK MUNICIPAL CODE CREATING THE
OFFICE OF DEPUTY VILLAGE PRESIDENT**

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

WHEREAS, the Village President and Board of Trustees have determined that it is desirable, necessary, and in the best interests of the Village to amend the Villa Park Municipal Code to create the office of Deputy Village President.

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

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

Section 2: Section 2-422 ("Right to Vote") of Article IV ("Corporate Authorities") of Chapter 2 ("Administration") of the Villa Park Municipal Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

Sec. 2-422. - Right to vote.

- (a) The president shall not vote on any ordinance, resolution or motion except:
 - (1) Where the vote of the trustees has resulted in a tie; or
 - (2) Where one-half of the trustees then holding office have voted in favor of an ordinance, resolution or motion even though there is no tie vote; or
 - (3) Where a vote greater than a majority of the corporate authorities is required by the Illinois Municipal Code to adopt an ordinance, resolution or motion.

In each instance specified, the president shall vote.

Ordinance No. _____

- (b) Nothing in this section shall deprive an acting president, deputy village president, or president pro tem from voting in his or her capacity as trustee, but he or she shall not be entitled to another vote in his or her capacity as acting president, deputy village president, or president pro tem.

Section 3: Article IV (“Corporate Authorities”) of Chapter 2 (“Administration”) of the Villa Park Municipal Code is hereby amended by adding the underlined language to read, as follows:

Sec. 2-427. – Deputy village president.

There is hereby created the office of deputy village president. The deputy village president shall be a trustee of the village and shall be appointed by the president with the advice and consent of the board of trustees.

The deputy village president shall exercise the powers and perform the duties of the village president during:

- (1) A vacancy in the office of village president until such time that an acting president is elected;
- (2) The temporary absence of the village president from the village or from a meeting of the board of trustees; or
- (3) The temporary incapacity of the village president.

Notwithstanding the above, the deputy village president shall only have the right to vote in his or her capacity as village trustee on any ordinance, resolution, motion, or other matter that comes before the village board. The deputy village president shall not receive any additional compensation for performing duties under this section.

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

Section 5: That all ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Ordinance No. _____

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

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED this _____ day of _____, 2025

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

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

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



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: July 28, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing and Approving an Agreement to Renew the Aggregation Program for Electrical Load and Authorizing a Master Power Supply Agreement with MC Squared Energy Services LLC.

RECOMMENDED ACTION:

This resolution would authorize and approve an agreement with MC Squared Energy Services LLC to provide full requirements electricity supply and related services for the Village's electric aggregation program. The Environmental Concerns Commission recommends approval. The Village Board must decide between a Price to Compare (PTC) program and a fixed rate program, which the Village currently has.

BACKGROUND:

The Village has operated an electric aggregation program for about 12 years, after residents approved a referendum in support of the idea. Residents have historically saved money on their electric bills due to the aggregation program, though the savings are less now than they were in the beginning. Still, according to NIMEC, the Village's energy consultant, the Village's aggregation program is about 3 cents cheaper than the ComEd rate. Also according to NIMEC, this program is 100% renewable energy, making Villa Park 3rd in the State in the amount of renewable energy created by a municipality. However, the program is set to expire in the Fall unless the Village Board decides to renew it. The Village's new EPA Green Community status would be in jeopardy if the aggregation program is suspended.

DISCUSSION:

As always, resident have an opportunity to opt out of the electric aggregation program. Under the agreement, MC Squared would handle almost everything, including the necessary notices being sent to resident to comply with the statute. The two agreements included in the packet differ only in the cost to residents. Currently, the Village's agreement provides for a fixed rate program. The rate during the entire renewal period (24 months) would be 11.2 cents per kWh. This would involve 100% green renewable energy credits (RECs). The other option, PTC, is a variable rate equal to ComEd costs, and then the Village would receive an civic grant worth about \$18,000.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
AUTHORIZING AND APPROVING AN AGREEMENT TO RENEW THE
AGGREGATION PROGRAM FOR ELECTRICAL LOAD AND AUTHORIZING A
MASTER POWER SUPPLY AGREEMENT WITH MC SQUARED ENERGY
SERVICES LLC**

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

WHEREAS, Under Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-1, et seq. (the “Act”), a municipality may operate an electric aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act; and

WHEREAS, the Village submitted the question to referendum in the April 9, 2013 Consolidated Election and a majority of the electors voting on the question voted in the affirmative; and

WHEREAS, the Village subsequently implemented its initial opt-out aggregation program and has regularly renewed that program; and

WHEREAS, the Village has previously contracted with MC Squared Energy Services LLC (“MC²”) to provide full-requirements electricity supply and related services for the Village’s electric aggregation program; and

WHEREAS, the Village President and Board of Trustees of the Village (the “Corporate Authorities”) hereby find that it is in the best interest of the Village to continue to operate the aggregation program under the Act as an opt-out program, to waive any required bidding, and to renew its contract with MC².

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

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

Section 2: The Master Power Supply Agreement provided by MC², which is attached

Resolution No. _____

hereto and made a part hereof as Exhibit A, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement. The officials, officers, employees, and agents of the Village are authorized to take such actions as may be necessary to carry out the purpose and intent of this Resolution.

Section 3: The Aggregation Program for the Village shall continue to operate as an opt-out program for residential and small commercial retail customers.

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

Section 5: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED this 28th day of July, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Approved this _____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Resolution No. _____

EXHIBIT "A"
Agreement

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN VILLAGE OF VILLA PARK AND MC SQUARED ENERGY SERVICES LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this ____ of _____ 2025 ("Effective Date") between Village of Villa Park, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (MC2) ("Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.
- e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB) charges, taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission.

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.

2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.28. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.

2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.31. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.32. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.33. "RTO: means Regional Transmission Organization.

2.34. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.35. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.

2.36. "Supplier" means MC Squared Energy Services, LLC (MC2) and the lawful successor, transferee, designee, or assignee thereof.

2.37. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge

plus ComEd's transmission services charge, but does not include ComEd's purchased electricity adjustment.

2.38. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.39 "Municipality" means the Village of Villa Park.

2.40. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and

distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services to Participating Customers as provided in this Section 4.1.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation except as authorized under the terms of the standard terms and conditions appended as Exhibit A. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period.

The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Township to develop website content and FAQ's appropriate for posting on the Township's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to

withdraw from the Program ("Withdrawing Customer"), the Supplier must, at the direction of the Withdrawing Customer, drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of Law, which will result in restoring the Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time-of-Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM - Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
- Rate BES - Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the “16-115E Flag” per 220 IL CS 5/16-115E).

4.3.7.2 Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service.
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering

(collectively, the "Special Billing Customers").

4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in

this Section 4.3.8, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:

- 4.3.8.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2 Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").
- 4.3.8.5 Any Eligible Customer with the 16-115E Flag.

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.2 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- Notwithstanding the preceding, any customer defined as "Rate Code B93" indicating a special rate with ComEd will be excluded from Participating Customers.

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program,

including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of 24 consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in October 2025 and expires at the end of the last day of the 24th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have 15 calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.
 - 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
 - 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality

for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.

- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days of** the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager,

Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the

Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality:
Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181
Attention: Village Manager

To Supplier:
Charles C. Sutton
President
MC Squared Energy Services, LLC
500 W. Madison St., Suite 1470
Chicago, IL 60661
Fax: (877) 281-1279

With a copy to:
Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181
Attention: Village Attorney

With a copy to:
MC Squared Energy Services, LLC
Attn: Legal Dept.
6100 Emerald Parkway
Dublin, OH 43016
legalnotices@igs.com

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibits. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Villa Park

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT A:

PRICE

Opt-Out Program:

Residential and Small Commercial Customer Class

Price: 11.2 cents per kWh

Renewable Energy Certificates: The Village's aggregation program with mc² includes Midwest-generated wind, solar and hydroelectric Renewable Energy Certificates (RECs) equal to 100% of the electricity consumed by the participating accounts during the program term. The wind RECs will be retired in the Village's name.

Term: Twenty-four (24) Months (October 2025 – October 2027)

Termination Fees:

Residential - \$0

Commercial - \$0

EXHIBIT B

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.
- All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than:
 - \$1,000,000 Bodily Injury and Property Damage Combined Single LimitCoverage is to be written on an "occurrence" bases.
 - Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - b. with coverage written on a "claims made" basis with limits no less than:
 - \$1,000,000 Bodily Injury and Property Damage Combined Single LimitCoverage is to be written on an "claims made" bases.
 - Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: Village of Villa Park, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE VILLAGE OF VILLA PARK AND MC SQUARED ENERGY SERVICES, LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE VILLAGE'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this ____ of _____ 2025 ("Effective Date") between the Village of Villa Park, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (mc²) (Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff, or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as recipients of Full-Requirements Electricity Supply from Supplier or Tariff Service, based on the parameters defined in Exhibit A of this Agreement by the Supplier and by such standards as mutually agreed to by the Supplier and Municipality and as carried out by the Supplier.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB), taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission.

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.

2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.28. "Price" means the price at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.

2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.31 "Renewable Energy Credit" or "REC" means an instrument registered with a tracking service (including but not limited to PJM-GATS or M-RETS) that represents the environmental attributes of one megawatt-hour of renewable generation sources such as wind, solar, biomass or hydroelectric.

2.32 "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.33. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.34. "RTO: means Regional Transmission Organization.

2.35. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.36. "Special Billing Customers" means the customers defined in Section 4.3.8.7 of this Agreement.

2.37. "Supplier" means MC Squared Energy Services, LLC, (mc²) and the lawful successor, transferee, designee, or assignee thereof.

2.38. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.

2.39. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.40. "Municipality" means the Village of Villa Park.

2.41. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any

person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

3.2.5 Notwithstanding any other provision of this Agreement, Supplier shall not have an obligation to provide Full-Requirements Electricity Supply or Billing Services to a Participating Customer or New Customer as selected by Supplier pursuant to Exhibit A to receive a Tariffed Services.

ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1 to Participating Customers classified as receiving Full-Requirements Electricity Supply.

4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program, the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, Municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Services while participating in the program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Services as participants.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code § 470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.5 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer or New Customer classified as receiving Full-Requirements Electricity Services from Supplier in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, to the extent Withdrawing Customer was taking Full-Requirements Electricity Supply from Supplier, request that the Electric Utility drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of the Law, which will result in restoring such Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the

purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time Of Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
- Rate BES Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the “16-115E Flag” per 220 ILCS 5/16-115E

4.3.7.2. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering

(Collectively, the "Special Billing Customers").

4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.8, immediately enroll the following customers in the Program as Participating Customers and provide Full-Requirements Electricity Supply at the Price to extent such customers are classified by Supplier as eligible for Full-Requirements Electricity Supply from Supplier:

- 4.3.8.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2. Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program; and
- 4.3.8.5. Any Eligible Customer with the "16-115E Flag," per 220 ILCS 5/16-115E

(Collectively, the "New Customers").

- 4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all Participating Customers currently receiving Full-Requirements Electricity Supply service from Supplier pursuant to the Agreement:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- Notwithstanding the preceding, any customer defined as "Rate Code B93" indicating a special rate with ComEd will be excluded from Participating Customers

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates
- Network Service Peak Load Contribution (PLC) values and effective start and end dates
- Meter Bill Group Number
- Rate Code

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Each of these mailings will be at the option of the Municipality. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

4.8 Should the supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system if applicable. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

ARTICLE 5

TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of 24 consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in October 2025 and expires at the end of the last day of the 24th billing cycle for the Participating Customer(s) with the latest billing cycle (the “Term”).

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality’s General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have fifteen (15) calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality’s intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to

object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time and place of the hearing and stating the Municipality's intent to terminate this Agreement.

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically

provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7 FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days of** the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored

as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure

and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives.

Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.3.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181
Attention: Village Manager

To Supplier

Charles C Sutton
President
MC Squared Energy Services, LLC
500 W. Madison St., Suite 1470
Chicago IL 60661
Fax: 877-281-1279

With a copy to:

Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181
Attention: Village Attorney

With a copy to:

MC Squared Energy Services, LLC
Attn: Legal Dept.
6100 Emerald Parkway
Dublin, OH 43016
legalnotices@igs.com

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and

- d. It has reviewed and understands this Agreement; and
- e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibit. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: Village of Villa Park

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT A
PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending “with RES” status; customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the term of the Agreement twice annually traditionally in the spring and fall delivery periods. Supplier will provide at least thirty (30) days-notice to the municipality prior to such events.

Termination Fee for Withdrawing Customers: \$0 (zero)

Delivery Term: Twenty-four Months

October 2025 – October 2027

Percent of RECs:	5% RECS
Civic Contribution:	Zero

Special Services:

Supplier will acquire and retire on behalf of the Municipality Renewable Energy Certificates (RECs) from a location to be determined by Supplier with a preference given to wind RECs generated within the Midwest Renewable Energy Tracking System (MRETS) or the PJM Generation Attribute Tracking System (GATS). However, in Supplier’s sole discretion, Supplier may secure RECs from other locations within the United States.

The RECs to be retired will be equal to an amount based on the historical twelve months of electricity usage for the Eligible Customers excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier, represented on the provided ComEd “Usage Data” file.

Supplier: MC Squared Energy Services, LLC

Signed: _____

Printed/Typed Name: Charles C. Sutton

Title: President

Date: _____

Municipality: Village of Villa Park

Signed: _____

Printed/Typed Name: _____

Title: _____

Date: _____

EXHIBIT B

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000
 - Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.
 - Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000
 - Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.
 - Coverages shall include:
 - Broad Form Property Damage Endorsement
 - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
 - Worker's Compensation
 - Professional LiabilityEach such additional Insured endorsement shall identify Owner as follows: Village of Villa Park, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:
Additional Insured Policy or Policies



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: July 28, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Change Order Number 01 to the Contract with Trine Construction Corp. of St. Charles, Illinois, for Construction of the Jackson Area Improvement Project for a Net Addition in the Amount of \$172,373.34

RECOMMENDED ACTION:

This Resolution authorizes the Village President to execute the change order in substantially the form attached hereto to the contract with Trine Construction Corp., of St. Charles, Illinois. The Village has a contract with Trine Construction Corp., in the amount of \$6,487,050.50 for the construction of the Jackson Area Improvement Project. Proposed Change Order Number 1 consists of the partial balancing of the contract. The net amount of the proposed Change Order Number 1 is an addition in the amount of \$172,373.34, for an adjusted contract amount of \$6,659,423.84. Staff recommends approval of this change order.

BACKGROUND:

The Jackson Area Improvement Project consist of the installation of a new relief storm sewer system and reconstruction of Addison Avenue from Madison Street to Washington Street, Madison Street from Addison Avenue to Michigan Avenue, and Wisconsin Avenue from Jackson Street to Washington Street, an approximate length of 4,744 feet (0.898 mile). The Village had previously approved a contract for this project with Trine Construction Corp. of St. Charles, Illinois, in the amount of \$6,487,050.50. A partial balancing of the contract is needed due to the contingency allowance expected to be depleted prior to the project completion, resulting in a net addition to the contract of \$172,373.34.

DISCUSSION:

The project is approximately 50% complete at this time, with all the underground storm and sanitary sewer work being completed. Due to the complexities of installing underground infrastructure of this magnitude, several unexpected and unforeseen changes were needed. This resulted in several time and material work orders (T&M) being performed and modifications in quantities for line items. At this time, the contingency balance has been nearly depleted and with approximately 50% of the project remaining. Staff is recommending a change order to balance out line items that have been completed and to account for all the T&M work completed to date. This will reallocate the costs to

the according line items and free up the contingency balance to be available for any other unforeseen work on the project as construction continues.

Staff is not anticipating the final cost of this project to exceed the amended amount at this time and will continue to look for savings in the project to hopefully offset this change. This project is receiving FEMA grant funding for the new relief storm sewer system to reduce the possibility of flooding in this area. This project is utilizing funds from Fund 60 - Street Improvement, Fund 68 - Stormwater Fund, and Fund 82 - Water.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Change Order Number 1 to the Contract with Trine Construction Corp., of St. Charles, Illinois, for Construction of the Jackson Area Improvement Project for a Net Addition in the Amount of \$172,373.34

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

WHEREAS, the Village had approved a contract in the amount of \$6,487,050.50 with Trine Construction Corp., of St. Charles, Illinois, for a project commonly known as the Jackson Area Improvement Project, which contract amount requires a increase from the original contract amount due to the contingency allowance expected to be depleted prior to the project completion resulting in a change order for a addition in an amount of One Hundred Seventy-Two Thousand Three Hundred Seventy-Three and 34/100 (\$172,373.34) dollars; and

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

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

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

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

Section 2: The Village hereby finds and declares that the Change Order Number 1 to the Jackson Area Improvement Project contract with Trine Construction Corp., with total additions of \$389,829.79 and total deductions of \$217,456.45 for a net addition of \$172,373.34, attached hereto as Exhibit A and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interest of the Village.

Resolution No. _____

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

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

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the Jackson Area Improvement Project which shall be open to the public.

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

PASSED this 28th day of July, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Approved this _____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Resolution No. _____

EXHIBIT "A"
Change Order 01

Village of Villa Park						
Change Order Number				01 (Partial)		
Project:		Jackson Area Improvement Project				
Contractor:		Trine Construcion Corp.				
Date of Contract Time Start:		02/07/2025				
Awarded Contract Amount:		\$6,487,050.50				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	350.00	350.00	\$ 39.10	\$ -
02	TEMPORARY FENCE	FOOT	3,456.00	3,456.00	\$ 4.20	\$ -
03	TREE ROOT PRUNING	EACH	116.00	116.00	\$ 138.00	\$ -
04	EARTH EXCAVATION	CU YD	1,268.00	1,268.00	\$ 56.67	\$ -
05	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	2,317.00	2,317.00	\$ 16.70	\$ -
06	POROUS GRANULAR EMBANKMENT	CU YD	190.00	190.00	\$ 37.84	\$ -
07	TRENCH BACKFILL	CU YD	9,749.00	9,749.00	\$ 65.17	\$ -
08	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	11,502.00	11,502.00	\$ 2.33	\$ -
09	SUPPLEMENTAL WATERING	UNIT	1.00	1.00	\$ 402.50	\$ -
10	PERIMETER EROSION BARRIER	FOOT	1,296.00	1,296.00	\$ 4.31	\$ -
11	INLET FILTERS	EACH	81.00	81.00	\$ 317.06	\$ -
12	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	2,317.00	2,317.00	\$ 16.70	\$ -
13	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	10,249.00	10,249.00	\$ 7.33	\$ -
14	BITUMINOUS MATERIALS (PRIME COAT)	POUND	23,065.00	23,065.00	\$ 0.01	\$ -
15	BITUMINOUS MATERIALS (TACK COAT)	POUND	3,079.00	3,079.00	\$ 0.01	\$ -
16	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	267.00	267.00	\$ 17.25	\$ -
17	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	2,296.00	2,646.00	\$ 93.15	\$ 32,602.50
18	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	1,534.00	1,534.00	\$ 98.90	\$ -
19	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	1,479.00	1,597.00	\$ 91.60	\$ 10,808.80
20	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	27,520.00	27,520.00	\$ 11.44	\$ -
21	DETECTABLE WARNINGS	SQ FT	550.00	550.00	\$ 46.00	\$ -
22	PAVEMENT REMOVAL	SQ YD	11,408.00	11,408.00	\$ 15.25	\$ -
23	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,335.00	2,335.00	\$ 17.25	\$ -
24	COMBINATION CURB AND GUTTER REMOVAL	FOOT	7,159.00	7,159.00	\$ 6.33	\$ -
25	SIDEWALK REMOVAL	SQ FT	27,540.00	27,540.00	\$ 1.96	\$ -
26	STORM SEWER REMOVAL 8"	FOOT	258.00	258.00	\$ 20.37	\$ -
27	STORM SEWER REMOVAL 10"	FOOT	36.00	36.00	\$ 20.37	\$ -
28	STORM SEWER REMOVAL 12"	FOOT	656.00	656.00	\$ 20.37	\$ -
29	STORM SEWER REMOVAL 15"	FOOT	658.00	658.00	\$ 20.37	\$ -
30	STORM SEWER REMOVAL 18"	FOOT	398.00	1,271.00	\$ 25.46	\$ 22,226.58
31	STORM SEWER REMOVAL 24"	FOOT	871.00	972.00	\$ 25.46	\$ 2,571.46
32	DUCTILE IRON WATER MAIN 6"	FOOT	85.00	365.00	\$ 99.20	\$ 27,776.00
33	DUCTILE IRON WATER MAIN 8"	FOOT	371.00	371.00	\$ 175.82	\$ -
34	WATER VALVES, 8"	EACH	9.00	9.00	\$ 4,673.60	\$ -
35	ADJUSTING WATER MAIN 8"	FOOT	500.00	500.00	\$ 110.40	\$ -
36	ITEM REMOVED			-	\$ -	\$ -
37	FIRE HYDRANTS TO BE REMOVED	EACH	2.00	-	\$ 407.40	\$ (814.80)
38	FIRE HYDRANT WITH AUXILARY VALVE AND VALVE BOX	EACH	13.00	11.00	\$ 8,481.71	\$ (16,963.42)

Village of Villa Park						
Change Order Number				01 (Partial)		
Project:		Jackson Area Improvement Project				
Contractor:		Trine Construcion Corp.				
Date of Contract Time Start:		02/07/2025				
Awarded Contract Amount:		\$6,487,050.50				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
39	CATCH BASINS, TYPE A, 4'-DIAMETER	EACH	41.00	41.00	\$ 4,334.50	\$ -
40	MANHOLES, TYPE A, 4'-DIAMETER	EACH	2.00	2.00	\$ 5,340.75	\$ -
41	MANHOLES, TYPE A, 5'-DIAMETER	EACH	4.00	6.00	\$ 6,385.00	\$ 12,770.00
42	MANHOLES, TYPE A, 6'-DIAMETER	EACH	4.00	4.00	\$ 11,716.50	\$ -
43	INLETS, TYPE A	EACH	31.00	31.00	\$ 2,450.75	\$ -
44	MANHOLES TO BE ADJUSTED	EACH	6.00	6.00	\$ 1,078.75	\$ -
45	MANHOLES TO BE RECONSTRUCTED	EACH	1.00	1.00	\$ 2,546.25	\$ -
46	INLETS TO BE ADJUSTED	EACH	4.00	4.00	\$ 512.00	\$ -
47	VALVE VAULTS TO BE ADJUSTED	EACH	5.00	5.00	\$ 1,078.75	\$ -
48	VALVE BOXES TO BE ADJUSTED	EACH	5.00	5.00	\$ 610.45	\$ -
49	FRAMES AND GRATES, TYPE 11	EACH	50.00	50.00	\$ 612.38	\$ -
50	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	14.00	14.00	\$ 385.25	\$ -
51	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	51.00	51.00	\$ 379.50	\$ -
52	REMOVING MANHOLES	EACH	12.00	13.00	\$ 339.50	\$ 339.50
53	REMOVING INLETS	EACH	38.00	38.00	\$ 50.93	\$ -
54	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	7,159.00	7,159.00	\$ 37.95	\$ -
55	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	901.00	901.00	\$ 7.76	\$ -
56	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	54.00	54.00	\$ 10.35	\$ -
57	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	17.00	17.00	\$ 17.25	\$ -
58	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	272.00	272.00	\$ 78.50	\$ -
59	STORM SEWERS, CLASS A, TYPE 1 24"	FOOT	36.00	36.00	\$ 114.81	\$ -
60	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	524.00	524.00	\$ 88.78	\$ -
61	STORM SEWERS, CLASS A, TYPE 2 15"	FOOT	74.00	74.00	\$ 93.44	\$ -
62	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	137.00	137.00	\$ 107.07	\$ -
63	STORM SEWERS, CLASS A, TYPE 2 24"	FOOT	441.00	441.00	\$ 127.49	\$ -
64	STORM SEWERS, CLASS A, TYPE 2 30"	FOOT	1,212.00	1,212.00	\$ 150.95	\$ -
65	STORM SEWERS, CLASS A, TYPE 2 42"	FOOT	379.00	351.00	\$ 203.79	\$ (5,706.12)
66	STORM SEWERS, CLASS A, TYPE 2 60"	FOOT	330.00	312.00	\$ 329.88	\$ (5,937.84)
67	STORM SEWERS, CLASS A, TYPE 3 24"	FOOT	71.00	71.00	\$ 148.71	\$ -
68	STORM SEWERS, CLASS A, TYPE 3 42"	FOOT	191.00	205.00	\$ 248.52	\$ 3,479.28
69	STORM SEWERS, CLASS A , TYPE 3 72"	FOOT	913.00	888.00	\$ 621.79	\$ (15,544.75)
70	STORM SEWERS, CLASS B, TYPE 1 18"	FOOT	47.00	47.00	\$ 99.12	\$ -
71	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	192.00	192.00	\$ 89.24	\$ -
72	STORM SEWERS, CLASS B, TYPE 2, 18"	FOOT	136.00	136.00	\$ 102.98	\$ -
73	EXPLORATION TRENCH, SPECIAL	FOOT	1,500.00	1,500.00	\$ 0.01	\$ -
74	TEMPORARY ACCESS (PRIVATE ENTERANCE)	EACH	94.00	94.00	\$ 161.00	\$ -
75	TEMPORARY ACCESS (ROAD)	EACH	14.00	14.00	\$ 1,725.00	\$ -
76	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	2,450.00	2,450.00	\$ 9.03	\$ -

Village of Villa Park						
Change Order Number				01 (Partial)		
Project:		Jackson Area Improvement Project				
Contractor:		Trine Construcion Corp.				
Date of Contract Time Start:		02/07/2025				
Awarded Contract Amount:		\$6,487,050.50				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
77	SANITARY MANHOLES TO BE ADJUSTED	EACH	19.00	19.00	\$ 989.32	\$ -
78	MANHOLE, SANITARY, TYPE A, 4'-DIAMETER	EACH	2.00	4.00	\$ 5,283.25	\$ 10,566.50
79	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.00	1.00	\$ 167,575.00	\$ -
80	HANDHOLE TO BE ADJUSTED	EACH	1.00	1.00	\$ 2,760.00	\$ -
81	PRE-CONSTRUCTION VIDEO RECORDING	L SUM	1.00	1.00	\$ 36,800.00	\$ -
82	PARKWAY RESTORATION	SQ YD	8,918.00	8,918.00	\$ 28.75	\$ -
83	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	1,121.00	1,121.00	\$ 74.75	\$ -
84	CONSTRUCTION LAYOUT	L SUM	1.00	1.00	\$ 37,835.00	\$ -
85	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	434.00	434.00	\$ 88.07	\$ -
86	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 24"	FOOT	30.00	30.00	\$ 208.66	\$ -
87	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 12"	FOOT	194.00	194.00	\$ 92.70	\$ -
88	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 18"	FOOT	73.00	113.66	\$ 145.61	\$ 5,920.50
89	STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIPE, 24"	FOOT	8.00	25.50	\$ 215.74	\$ 3,775.45
90	SANITARY SEWER 12"	FOOT	209.00	215.90	\$ 90.19	\$ 622.31
91	ADJUSTING WATER SERVICE LINES	FOOT	800.00	800.00	\$ 61.40	\$ -
92	CATCH BASINS, TYPE C	EACH	11.00	11.00	\$ 2,611.75	\$ -
93	CLASS D PATCHES, SPECIAL, 4"	SQ YD	1,034.00	200.00	\$ 80.50	\$ (67,137.00)
94	CONNECTION TO EXISTING WATER MAIN	EACH	13.00	19.00	\$ 5,092.50	\$ 30,555.00
95	CONTINGENCY ALLOWANCE	DOLLAR	300,000.00	300,000.00	\$ 1.00	\$ -
96	FENCE REMOVAL AND REINSTALLATION	FOOT	327.00	327.00	\$ 31.05	\$ -
97	GARDEN TRELLIS REMOVAL, AND REINSTALLATION	EACH	1.00	1.00	\$ 460.00	\$ -
98	INLET, SPECIAL 6'X3'	EACH	8.00	8.00	\$ 8,871.25	\$ -
99	MANHOLE, SPECIAL, 9'X6'	EACH	1.00	1.00	\$ 60,045.00	\$ -
100	MANHOLE, SPECIAL, 9'X8'	EACH	1.00	1.00	\$ 68,440.00	\$ -
101	MANHOLES, TYPE A, 8'-DIAMETER	EACH	1.00	1.00	\$ 23,270.95	\$ -
102	PRECAST 4' DIA TEE MANHOLE	EACH	1.00	1.00	\$ 7,109.50	\$ -
103	SANITARY SERVICE PIPE REPLACEMENT	FOOT	750.00	750.00	\$ 57.75	\$ -
104	SEWER SERVICE CHECK VALVE	EACH	25.00	25.00	\$ 386.86	\$ -
105	SEWER SERVICE CLEANOUT	EACH	25.00	25.00	\$ 218.04	\$ -
106	SEWER SERVICE CONNECTION	EACH	25.00	38.00	\$ 3,635.78	\$ 47,265.14
107	SEWER SERVICE FRAME AND LID	EACH	25.00	25.00	\$ 177.33	\$ -
108	SHAPING AND GRADING ROADWAY	SQ YD	981.00	3,631.00	\$ 7.29	\$ 19,318.50
109	VALVE VAULTS, TYPE A, 4'-DIAMETER	EACH	9.00	9.00	\$ 4,133.24	\$ -
110	WATER SERVICE (LEAD) - ASBESTOS ABATEMENT	EACH	14.00	14.00	\$ 1.00	\$ -
111	WATER SERVICE (LEAD) - INTERIOR RESTORATION	EACH	28.00	20.00	\$ 8,731.50	\$ (69,852.00)
112	WATER SERVICE, PUBLIC (LONG), 1 INCH	EACH	7.00	22.00	\$ 3,120.16	\$ 46,802.40
113	WATER SERVICE, PUBLIC (LONG) 1-1/2 INCH	EACH	7.00	3.00	\$ 4,861.94	\$ (19,447.76)
114	WATER SERVICE, PUBLIC (SHORT), 1 INCH	EACH	7.00	25.00	\$ 2,271.41	\$ 40,885.38
115	WATER SERVICE, PUBLIC (SHORT), 1-1/2 INCH	EACH	7.00	3.00	\$ 4,013.19	\$ (16,052.76)
116	WATER SERVICE CURB BOX	EACH	30.00	55.00	\$ 101.20	\$ 2,530.00
117	WATER SERVICE EXPLORATION TRENCH	EACH	107.00	107.00	\$ 201.25	\$ -

Village of Villa Park						
Change Order Number				01 (Partial)		
Project:		Jackson Area Improvement Project				
Contractor:		Trine Construcion Corp.				
Date of Contract Time Start:		02/07/2025				
Awarded Contract Amount:		\$6,487,050.50				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
118	WATER SERVICE LINE (PRIVATE) - LEAD SERVICE REPLACEMENT	FOOT	1,300.00	1,300.00	\$ 22.18	\$ -
119	WATER USAGE CREDIT	TGAL	100.00	100.00	\$ 8.85	\$ -
120	WATER USAGE DEDUCTION	TGAL	100.00	100.00	\$ (8.85)	\$ -
X121	T&M: INSTALLING WATERMAIN OFFSETS	DOLLAR	-	1,907.27	\$ 1.00	\$ 1,907.27
X122	T&M: LOMBARD WATER	DOLLAR	-	3,280.30	\$ 1.00	\$ 3,280.30
X123	T&M: SANITARY COLLAPSE	DOLLAR	-	3,063.73	\$ 1.00	\$ 3,063.73
X124	T&M: EXPLORE LOMBARD ELECTRIC	DOLLAR	-	2,539.88	\$ 1.00	\$ 2,539.88
X125	T&M: 701 ADDISON SANITARY	DOLLAR	-	1,109.88	\$ 1.00	\$ 1,109.88
X126	T&M: 733 ADDISON WM REPAIR	DOLLAR	-	1,460.04	\$ 1.00	\$ 1,460.04
X127	T&M: ADDISON SANITARY DAY 1	DOLLAR	-	9,795.00	\$ 1.00	\$ 9,795.00
X128	T&M: ADDISON SANITARY DAY 2	DOLLAR	-	10,924.99	\$ 1.00	\$ 10,924.99
X129	SANITARY TEE CHANGE IN MATERIAL	EACH	-	38.00	\$ 919.30	\$ 34,933.40
			-			
TOTAL ADDITIONS					\$	389,829.79
TOTAL DEDUCTIONS					\$	(217,456.45)
TOTAL CHANGE ORDER AMOUNT					\$	172,373.34
REASON FOR CHANGE ORDER:						
This partial Change Order #1 consists of the balancing of contract quantities as measured in the field to date.						
CONTRACT AMOUNT			CONTRACT TIME (CALENDAR DAYS)			
				SUBSTANTIAL COMPLETION	FINAL COMPLETION	
AWARDED CONTRACT AMOUNT	\$ 6,487,050.50		ORIGINAL	270	0	
PREVIOUS CHANGE ORDERS (+/-)	\$ -		PREVIOUS C.O.'S (+/-)	0	0	
THIS CHANGE ORDER (+/-)	\$ 172,373.34		THIS C.O. (+/-)	0	0	
TOTAL CHANGE ORDERS (+/-)	\$ 172,373.34		REVISED	277	0	
ADJUSTED CONTRACT AMOUNT	\$ 6,659,423.84		ORIG. COMPLETION DATE	11/07/2025	11/26/2025	
			REV. COMPLETION DATE	11/14/2025	12/03/2025	
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.						

Trine Construcion Corp. CONTRACTOR V3 Companies, Ltd. ENGINEER Village of Villa Park OWNER	BY: <u>Mina Mamed V.P.</u> 7/24/25 DATE BY: <u>Martha Ybarra</u> 7/24/25 DATE BY: _____ DATE
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MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: July 28, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois Approving and Authorizing an Employment Separation and Release Agreement with Marc McLaughlin.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

RESOLUTION NO. _____

**A RESOLUTION OF THE VILLAGE OF VILLA PARK,
DUPAGE COUNTY, ILLINOIS APPROVING AND
AUTHORIZING AN EMPLOYMENT SEPARATION AND
RELEASE AGREEMENT WITH MARC McLAUGHLIN**

NOW, THEREFORE, BE IT RESOLVED by the corporate authorities of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: The corporate authorities of the Village of Villa Park hereby authorize and approve a certain Employment Separation and Release Agreement (the “Agreement”), substantially in the form attached hereto as Exhibit “A” and made a part hereof.

Section 2: The Village Manager of the Village of Villa Park is hereby authorized to execute said Agreement on behalf of the Village, subject to the prior execution of said agreement by the Employee.

Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law and shall apply retroactively.

ADOPTED this ____ day of _____ 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2025.

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

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

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

Resolution No. _____

EXHIBIT “A”

Employment Separation and Release Agreement

EMPLOYMENT SEPARATION AND RELEASE AGREEMENT

This EMPLOYMENT SEPARATION AND RELEASE AGREEMENT (“Agreement”) is made by and between MARC McLAUGHLIN (hereinafter referred to as “Employee”) and the VILLAGE OF VILLA PARK, a unit of local government (hereinafter referred to as the “Village”). (Employee and the Village are hereinafter sometimes collectively referred to as “the Parties.”)

WHEREAS, Employee was employed as the Director of Community & Economic Development for the Village of Villa Park; and

WHEREAS, the Village is agreeing to pay Employee certain compensation to which Employee would otherwise not be entitled, in exchange for Employee’s promises and covenants contained herein; and

WHEREAS, the Village has tendered this Employment Separation and Release Agreement to Employee on June 30, 2025, has given Employee 21 days to review the releases contained in the Agreement, and has informed Employee of Employee’s right to consult an attorney prior to signing this Release and Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual promises set forth herein, the Village and Employee hereby agree as follows:

1. Separation of Employment. Employee’s separation of employment with the Village was effective June 30, 2025 (“Separation Date”).

The Village agrees not to contest Employee’s eligibility for unemployment compensation benefits for periods after the Separation Date. Employee further agrees not to apply for unemployment compensation benefits for any period prior to the Separation Date. Employee acknowledges that the Village’s obligation to not contest Employee’s eligibility for unemployment compensation benefits does not guarantee that the Employee shall be awarded such benefits and that the determination to grant such benefits is the decision of the Illinois Department of Employment Security.

Employee acknowledges that, by the Separation Date, Employee shall be required to remove and has removed all of Employee’s personal property from the Village premises. Employee agrees to return all of the Village’s property, keys, identification badge(s), etc., that he has in his possession or under his control by close of business on the Separation Date. Employee promises to and acknowledges the return of all Village technology resources (including computers, software programs, computer peripherals, electronically stored data [including all client confidences and/or attorney work product, data storage devices, keys, and written passwords]) in his possession, custody or control by close of business on the Separation Date. The Village has terminated user access to Village technology resources by the Separation Date. This paragraph does not apply to Employee’s cellular phone, provided all Village-related files have been extracted and removed by the Village and for which all service charges have been transferred to Employee’s personal account by close of business on the Separation Date.

2. Employment Separation Benefits. As consideration for Employee entering into this Agreement and the waiver of rights and releases contained herein, and provided Employee

timely executes this Agreement, does not revoke Employee's acceptance, as set forth in Paragraph 9 below, and fully complies with Employee's obligations under the Agreement, the Village will pay Employee severance pay in the amount of three (3) weeks of Employee's salary, totaling Nine Thousand Six Hundred Seven and 20/100 Dollars (\$9,607.20)("Severance Pay"). Employee's Severance Pay shall be paid at the Employee's regular rate of pay as of the Separation Date paid over a period of three (3) weeks, with such payments subject to regular withholdings and deductions and issued to Employee on the regular payroll dates following the Effective Date of this Agreement. The Severance Pay is subject to the provisions of this Agreement and Employee's performance of all his obligations and satisfaction of all conditions under this Agreement, upon signing this Agreement and expiration of any applicable revocation period. The Severance Pay described herein does not constitute nor is it intended to be any form of compensation to Employee for any prior services to the Village.

It is agreed that Employee shall have either exhausted or paid, in accordance with Village policies and procedures, all the following benefits due and owing to Employee, if applicable, at the time of his Separation Date, whether by use or subsequent payment to Employee on the next regularly scheduled payday following his Separation Date: vacation leave time, personal leave time, and sick leave time. As of Employee's Separation Date, Employee has the following earned and unused benefit time: 168 hours of sick time, 184.62 hours of vacation time, 8 hours of floating holiday time, and 2.46 hours of personal time, all of which totals \$22,343.60.

Employee may continue group health insurance coverage with the Village, for which the Village would continue to pay the Employer's share of the group health insurance premiums through August 31, 2025, or until such time that Employee is enrolled in other health insurance coverage, whichever comes first ("Paid Continuation Coverage Period"). During the Paid Continuation Coverage Period, Employee will be responsible for Employee's share of the premiums for such coverage. Following the Paid Continuation Coverage Period, Employee may be entitled to elect continued group health insurance coverage, pursuant to the terms of 215 ILCS 5/367j, for which Employee would be responsible to pay the entire cost of the continued group health insurance premiums. In addition, if eligible, the Employee may continue medical insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for 18 months following Employee's Separation Date. The Employee shall be required to pay 100% of the COBRA insurance premiums so long as Employee is eligible for such coverage, according to COBRA and its attendant regulations. All other employment benefits shall cease on the Separation Date.

The Employee acknowledges and agrees that he is not entitled to any payment or benefit from the Village except as provided in this Paragraph, including any entitlement or claim to any subsequent determined pay raise that may be awarded to existing Village staff members during the employment period of Employee, and that no payment or benefit described herein shall be made until the Effective Date of this Agreement.

3. Confidentiality. Employee hereby affirms that he has not divulged any proprietary or confidential information of or about the Village that would not otherwise be subject to disclosure through the Freedom of Information Act (5 ILCS 140/1, *et seq.*), and he will continue to maintain the confidentiality of such information consistent with the Village's police and ordinances. However, nothing in this Paragraph shall prohibit Employee from complying with any lawful subpoena or court order or taking any other actions affirmatively authorized by law.

As consideration for Employee agreeing to this Paragraph 3, and provided Employee timely executes this Agreement, does not revoke Employee's acceptance, as set forth in Paragraph 9 below, and fully complies with Employee's obligations under the Agreement, the Village will pay Employee an additional amount of two (2) weeks of Employee's salary, totaling Six Thousand Four Hundred Four and 80/100 Dollars (\$6,404.80)("Additional Severance Pay"). Employee's Additional Severance Pay shall be paid at the Employee's regular rate of pay as of the Separation Date paid as a lump sum with the final payment of Employee's Severance Pay, with such payments subject to regular withholdings and deductions. The Additional Severance Pay is subject to the provisions of this Agreement and Employee's performance of all his obligations and satisfaction of all conditions under this Agreement, upon signing this Agreement and expiration of any applicable revocation period. The Additional Severance Pay described herein does not constitute nor is it intended to be any form of compensation to Employee for any prior services to the Village.

4. Non-Disparaging Comments or Actions. Employee agrees that he shall not make any disparaging or controversial comment or engage in activity concerning the Village's current or future operations, form of governance, policies, procedures, or practices for a period of three years. Employee further agrees that he shall not make any disparaging or controversial comment concerning the Village or any of its officials, officers, employees, attorneys, consultants, volunteers, or representatives in both their official and individual capacities for a period of three years. The Village agrees that it shall refrain and not make any disparaging or controversial comment concerning Employee for a period of three years. The Village agrees to advise any prospective employer of Employee that Employee was employed with the Village, that his last position was as Director of Community & Economic Development for the Village, and that he is very knowledgeable in those areas.

5. Valid Consideration. The Parties acknowledge that certain of the Village's payment (in particular, Severance Pay, Additional Severance Pay, and Paid Continuation Coverage Period) described hereinabove is not required by the Village's policies or procedures or any contractual obligation, and is offered by the Village solely as consideration for this Agreement, along with the mutual promises contained herein. The Parties acknowledge that these constitute good and adequate consideration.

6. Waiver of Rights Under the Age Discrimination in Employment Act. In consideration of the Village's obligations contained in Paragraph 2, hereinabove, Employee does hereby knowingly and voluntarily waive, release, satisfy, and forever discharge the Village and all of its elected officials, employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the "Released Parties"), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had or now has against said above-named persons and entities or any of them, for, upon or by reason of any rights arising prior to the date at this Agreement under the **Age Discrimination in Employment Act** (42 U.S.C. § 621 *et seq.*). It is the intent of the Village and Employee that this be a full, complete and general release of the Employee's rights arising prior to the date of this Agreement under the **Age Discrimination in Employment Act**.

7. General Release. In addition to the waiver of rights set forth above and as a material inducement for the Village to enter into this Agreement, Employee does hereby remise,

release, acquit, satisfy, and forever discharge the Village and all of its elected officials, employees, partners, insurers, reinsurers, predecessors, successors, assigns, agents, attorneys, and representatives (past, present and future) (hereinafter the “Released Parties”), of and from any and all claims, actions, causes of action, demands and liabilities of any kind or character whatsoever, in law or in equity, which Employee ever had, now has, or which any personal representative, successor, heir or assign of Employee, hereafter can, shall or may have, against said above-named persons and entities or any of them, for, upon or by reason of any matter, cause or thing arising out of Employee’s employment with the Village. It is the intent of the Village and Employee that this be a full, complete and general release. It is also the intent of the Village and Employee that this Agreement releases all claims of Employee, including specifically, without limitation, any and all claims or causes of action for employment discrimination; any other claims or causes of action arising under, or any conduct which violates, the Consolidated Omnibus Budget Reconciliation Act of 1985; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Rehabilitation Act of 1973; 42 U.S.C. §§ 1981, 1983 or 1985; the Civil Rights Act of 1991; the Illinois Human Rights Act; or any other provision of the Illinois Constitution or any provision of the Constitution of the United States; the Employee Retirement Income Security Act of 1974; the Illinois Insurance Code; the Fair Labor Standards Act, the Family Medical Leave Act; or any other statute, ordinance, rule or regulation of any state, federal, county, or local government regulating any aspect of the employment relationship; any and all claims or causes of action for breach of contract or breach of personnel policies or employee handbooks; promissory estoppel; infliction of emotional distress; invasion of privacy; wrongful or retaliatory discharge; defamation; libel; slander; any act contrary to the public policy of Illinois; or any other violation of the common law of Illinois or of any other state; any and all claims or causes of action for wages, vacation pay, or benefits, including, but not limited to, all claims arising under, or based on any conduct which violates the Illinois Wage Payment and Collection Act; any and all claims or causes of action which were or could have been asserted as arising under the Illinois Personnel Records Review Act; any and all claims or causes of action which were or could have been asserted in any way related to Employee’s employment (excepting those claims that cannot be waived by law). It is the intent of the Village and Employee that this be a full, complete and general release.

8. Time to Review and Attorney Consultation. Employee has until July 21, 2025, to execute this Employment Separation and Release Agreement and deliver a copy of the executed Agreement to Village Manager Michael Rivas (although Employee may choose to sign and deliver the Agreement sooner). Employee acknowledges that Employee was tendered this Agreement on June 30, 2025, and has been given at least twenty-one (21) days to review and execute this Agreement. Employee agrees and acknowledges that the Village has informed Employee of Employee’s right to consult with an attorney regarding this Agreement prior to signing below.

9. Revocation and Effective Date. Employee agrees and understands that Employee may revoke this Agreement within seven (7) days after Employee signs this Agreement and that the Agreement shall not become effective or enforceable until eight (8) days after the date on which Employee signs below. If Employee wishes to revoke the Agreement, Employee should deliver written revocation to Village Manager Michael Rivas. The Village Manager must actually receive the written revocation within the seven (7) days after the Employee signs this Agreement. If Employee does not revoke it, this Agreement shall become effective and enforceable on the date upon which the seven-day revocation period expires (the

“Effective Date”) and Employee will be entitled to be paid the Severance Pay and the Paid Continuation Coverage Period as set forth in Paragraph 2 of this Agreement.

10. No Reinstatement. Employee recognizes that his employment with the Village has permanently ceased. The Village shall have no obligation to reappoint, rehire, reinstate, recall or hire Employee in the future.

11. Covenant Not to Sue and Recourse for Employee Breach. The Employee promises never to file or participate in a lawsuit, arbitration or other legal proceeding asserting any claims that are released pursuant to this Agreement, except to enforce rights created by this Agreement. If the Employee breaches Employee’s promise and files or participates in a legal proceeding based on any such released claim, the Village’s obligation to pay Severance Pay or the Paid Continuation Coverage Period referred to in Paragraph 2 above shall terminate immediately, and the Employee will (i) repay to the Village any payments made to Employee as consideration pursuant to this Agreement, including Severance Pay and monies paid by the Village throughout the Paid Continuation Coverage Period; (ii) pay for all costs incurred by the Village, including reasonable attorneys’ fees, in defending against Employee’s claim and seeking repayment of the payments made under this Agreement; and (iii) pay all other damages awarded by a court of competent jurisdiction.

Employee further understands that nothing in this release generally prevents Employee from filing a charge or complaint with or participating in an investigation or proceeding conducted by the EEOC, NLRB, or any other federal, state or local agency charged with the enforcement of any employment laws, although by signing this Employment Separation and Release Agreement Employee acknowledges that Employee is waiving Employee’s right to individual relief based on claims asserted in such a charge or complaint.

12. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties regardless of the drafter.

13. Complete Agreement. The Employee understands this Agreement sets forth all of the terms and conditions of the agreement between the Parties and that, in signing this Agreement, the Employee cannot rely and has not relied upon any prior verbal statement regarding the subject matter, basis or effect of this Agreement, and that all clarifications and/or modifications of this Agreement must be in writing.

14. Controlling Law. The laws of the State of Illinois shall govern the interpretation of this Agreement. If there is a lawsuit relating to or arising from this Agreement, Employee agrees upon Village’s request to submit to the jurisdiction of the courts of Cook County, State of Illinois and agrees that venue shall be the Circuit Court of Cook County, Illinois.

15. Severability. Should any provision of this Agreement be held invalid or unenforceable by operation of law or otherwise, all remaining provisions shall remain in full force and effect, provided, further, that a court may modify any provision to make it valid and enforceable.

16. No Further Negotiations. The parties agree that all negotiations between them are complete and that no further attempts to renegotiate this Agreement shall be made. Employee

acknowledges that in signing this Agreement, no promise or inducement has been made by the Village, or any person representing the Village, except as contained herein. Employee further acknowledges that he is entering into this Agreement without any threat or coercion and without reliance on any statement or promise, whether contained in writing or in this Agreement, made by any person representing the Village, which is not contained in writing in this Agreement.

17. Counterparts and Headings. Execution of this Agreement may be in counterparts, which when executed shall become an integrated document binding on all parties. The parties may exchange signatures by electronic transmission. Headings to paragraphs are simply for reference or convenience only and not meant to include all subject topics or limit any matter in any way.

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHTS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, IF ANY, UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. YOU ARE ALSO GENERALLY RELEASING THE VILLAGE FROM ANY AND ALL OTHER CLAIMS YOU MAY HAVE.

EMPLOYEE HAS BEEN INFORMED OF EMPLOYEE'S RIGHT TO CONSULT WITH A LAWYER PRIOR TO SIGNING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this EMPLOYMENT SEPARATION AND RELEASE AGREEMENT the day and year first above written.

EMPLOYEE:

VILLAGE OF VILLA PARK:

Marc McLaughlin

By: _____
Michael Rivas
Village Manager

Dated: _____

Dated: _____



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: July 28, 2025

Re: Appointment of Five (5) Members to the Community Recreation Commission

Pending the Village Board's creation of the Community Recreation Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Katie Wagner as a member of the Community Recreation Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Nate Cook as a member of the Community Recreation Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of John Dorhauer as a member of the Community Recreation Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Darryl Thompson as a member of the Community Recreation Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Tammy Henderson as a member of the Community Recreation Commission for a one (1) year term.

I am also herewith submitting for your approval the naming of Katie Wagner to serve as the chair of the Community Recreation Commission, upon approval of this individual's initial appointment to the Community Creation Commission.

All the appointments listed above are qualified to serve on the Community Recreation Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: July 28, 2025

Re: Appointment of Five (5) Members to the Villa Park Growth Commission

Pending the Village Board's creation of the Villa Park Growth Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Matt Weis as a member of the Villa Park Growth Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Brandon Schreiner as a member of the Villa Park Growth Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Melissa White as a member of the Villa Park Growth Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Brian Wong as a member of the Villa Park Growth Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Al Stasch as a member of the Villa Park Growth Commission for a one (1) year term.

I am also herewith submitting for your approval the naming of Matt Weis to serve as the chairman of the Villa Park Growth Commission, upon approval of this individual's initial appointment to the Villa Park Growth Commission.

All the appointments listed above are qualified to serve on the Villa Park Growth Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: July 28, 2025

Re: Appointment of Five (5) Members to the Plan Commission

Pending the Village Board's creation of the Plan Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Marianne Gonzalez as a member of the Plan Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of John "Jack" Cuthbertson as a member of the Plan Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Matt D'Alessandro as a member of the Plan Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Mahmood Khan as a member of the Plan Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Jason Jarrett as a member of the Plan Commission for a two (1) year term.

I am also herewith submitting for your approval the naming of Marianne Gonzalez to serve as the chairman of the Plan Commission, upon approval of this individual's initial appointment to the Plan Commission.

All the appointments listed above are qualified to serve on the Plan Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: July 28, 2025

Re: Appointment of Five (5) Members to the Garden Village Commission

Pending the Village Board's creation of the Garden Village Commission, I am making the following appointments:

I am herewith submitting for your approval the appointment of Steve De La Rosa as a member of the Garden Village Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Patrice Gallagher as a member of the Garden Village Commission for a three (3) year term.

I am herewith submitting for your approval the appointment of Lynn Smith as a member of the Garden Village Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Pete Soltesz as a member of the Garden Village Commission for a two (2) year term.

I am herewith submitting for your approval the appointment of Renee Alvarez as a member of the Garden Village Commission for a one (1) year term.

I am also herewith submitting for your approval the naming of Steve De La Rosa to serve as the chairman of the Garden Village Commission, upon approval of this individual's initial appointment to the Garden Village Commission.

All the appointments listed above are qualified to serve on the Garden Village Commission.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: July 28, 2025

Re: Appointment of Five (5) Members to the Zoning Board of Appeals

Pending the Village Board's creation of the Zoning Board of Appeals, I am making the following appointments:

I am herewith submitting for your approval the appointment of Rodney Pate as a member of the Zoning Board of Appeals for a three (3) year term.

I am herewith submitting for your approval the appointment of Wanda Ackermann as a member of the Zoning Board of Appeals for a three (3) year term.

I am herewith submitting for your approval the appointment of Vicki Flaskamp as a member of the Zoning Board of Appeals for a three (3) year term.

I am herewith submitting for your approval the appointment of Troy Clampit as a member of the Zoning Board of Appeals for a two (2) year term.

I am herewith submitting for your approval the appointment of Richard Gonzalez as a member of the Zoning Board of Appeals for a two (2) year term.

I am also herewith submitting for your approval the naming of Rodney Pate to serve as the chairman of the Zoning Board of Appeals, upon approval of this individual's initial appointment to the Zoning Board of Appeals.

All the appointments listed above are qualified to serve on the Zoning Board of Appeals.



MEMORANDUM

To: Board of Trustees

From: President Kevin Patrick

Date: July 25, 2025

Re: Appointment of Trustee Carine “Cari” Alfano as Deputy Village President

Pending the Village Board’s creation of the office of Deputy Village President, I am making the following appointment:

I am herewith submitting for your approval the appointment of Trustee Carine “Cari” Alfano as Deputy Village President.



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: July 28, 2025
SUBJECT: Coffee with the Board Evening Session Discussion

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION: