



Next Ord. No. 4493
Next Reso No. 25053

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

Village Board of Trustees

August 11, 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. Presentations**
- 8. Appointments to Commission**
 - a. Appointments to the Zoning Board of Appeals:
 1. Appointment of Vicki Flaskamp as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2028 (correcting prior appointment).
 2. Appointment of Richard Gonzalez as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2027 (correcting prior appointment).
 3. Appointment of Deborah Cain as Commissioner of the Zoning Board of Appeals for a term upon appointment until May 31, 2026.
 - b. Appointment to the Historical Preservation Commission:
Appointment of Jeralynn Lee as Commissioner of the Historical Preservation Commission.
- 9. 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. Approval of the Minutes of the Special Meeting of the Village Board of Trustees held on July 23, 2025.
- d. Bill Listings for the weeks of June 30, 2025 in the amount of \$149,749.83 and July 21, 2025 in the amount of \$1,206,996.61.

10. Ordinances for First Reading

- a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article XIV of Chapter 2 of the Villa Park Municipal Code Regarding Appointed Boards and Commissions.

This Ordinance amends Article XIV of Chapter 2 of the Villa Park Municipal Code to establish policies and procedures for the selection of commissioners and the procedures commissions would follow. This draft ordinance combines policy proposals from Village President Patrick and Trustee Kumar.

11. Ordinances for Second Reading

12. Ordinances

13. Resolutions

- 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. If approved, the Village Board must decide between a Price to Compare (PTC) program, in which residents would pay the same rate that ComEd charges and the Village would get a civic grant, or the fixed rate program, in which residents would pay a higher rate but the program would include 100% renewable energy credits.

14. Unfinished Business

15. New Business

- a. Coffee with the Board Evening Session Discussion
- b. Traffic Concerns around Wildfire Drive.

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: Board of Trustees

From: President Kevin Patrick

Date: August 11, 2025

Re: Appointment of Three (3) Members to the Zoning Board of Appeals

On July 28, 2025, I provided the Village Board with a memo submitting five names for appointment to the Zoning Board of Appeals, along with terms that each would be serving, pursuant to Section 2-1702 of the Village Code (as amended). Two of those names were inadvertently listed on the agenda with different terms, and the Village Board voted to approve the appointments as listed on the agenda. Therefore, I am resubmitting these two names for appointment to correct the error:

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, expiring May 31, 2028 (not 2027)

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, expiring May 31, 2027 (not 2026).

In addition, I am also herewith submitting for your approval the following name for original appointment to the Zoning Board of Appeals:

I am herewith submitting for your approval the appointment of Deborah Cain as a member of the Zoning Board of Appeals for a one (1) year term, expiring May 31, 2026.

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: August 11, 2025

Re: Appointment of one (1) Member to the Historical Preservation Commission

I am herewith submitting for your approval the appointment of Jeralynn Lee as a member of the Historical Preservation Commission for a three (3) year term.

Ms. Lee is qualified to serve on the Historical Preservation Commission. A copy of her application filed online is included with this memo.



Village Commission Application

Name

Jeralynn Lee

Address

[REDACTED], Villa Park, Illinois 60181

Primary Phone

[REDACTED]

Work Phone**Email**

[REDACTED]

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

Yes

Are you between the ages of 13-17?

No

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

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

First Preference:

Historical Preservation Commission

Second Preference:

Senior Concerns Commission

Third Preference:**Employment Background:**

Currently a proposal writer for IXL Learning; formerly a middle grades math and ELA teacher and PK-8 music teacher @ Queen of the Rosary in Elk Grove Village.

Education Background:

Master of Arts in Teaching (MAT) from National Louis University;
graduate certificate in eLearning from U of I, Bachelor's in English from
Ball State University

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

No

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

Yes

Signature

A handwritten signature in black ink, appearing to read "Gregory Lee". The signature is fluid and cursive, with the first name "Gregory" written in a larger, more prominent script than the last name "Lee".

Village of Villa Park Board of Trustees

Committee of the Whole

Meeting Minutes – June 9, 2025

Date: June 9, 2025

Time: Meeting called to order at 6:00 PM

Location: Village of Villa Park

20 S. Ardmore Avenue

Village Hall, Boardroom

Villa Park, IL 60181

1. Call to Order & Roll Call

- The meeting was called to order by President Patrick. Clerk Laukant performed the roll call.
 - **Present:** President Kevin Patrick, Trustees Jorge Cordova, Jack Kozar, Deepa Kumar, Cari Alfano, Tina Konstatos and Khalid Sabri

2. Pledge of Allegiance

- Attendees stood for the Pledge of Allegiance.

3. Discussion

None

- **3a:** Item 13g – Parental Leave Policy Discussion – Manager Rivas read into the record a statement of a few bullet points from the AFSCME Union President Ken Pillar. A presentation of answers to questions from the Board and an updated proposed policy that is for your review that Managers Rivas will discuss took place. Discussion ensued. Manager Rivas wants to have a starting point and see how the first year goes, do a case study and then we can adjust.
- **3b:** Grocery Tax Discussion – New Finance Director was introduced by Manager Rivas. The Director explained what the grocery tax is and distributed some reports that were produced. It was recommended keeping the 1% tax in place by ordinance. This tax comes with no additional cost to the residents and a referendum is not required. Manager Rivas explained that right now the state has a 1.5% administration fee and asked if the state will still have this. If not, the Village could get more money if they drop that fee. President Patrick explained that if the Village chooses to move ahead with this, a certified copy of the ordinance will need to be provided to the Illinois Department of Revenue by 10/1/25. The consensus is for Village Staff to draft an ordinance on accepting the statewide 1% grocery tax for the June 23 agenda based on roll call vote.

A roll call vote was taken (include President Patrick):

Ayes: 5

Nays: 2

4. Public Comments

- **Cheryl Tucker:** Would like to know if the residents have access to the information that was presented to Board from the Finance Director regarding the grocery tax.

5. Adjournment

- Motion to adjourn made by Trustee Konstatos, seconded by Trustee Sabri. Voice vote:
 - o Ayes: All
 - o Nays: None
 - o *Motion passed. Adjournment approved.*
- Time of adjournment: 6:55 p.m.

Respectfully Submitted,

Rolf Laukant
Village Clerk

Village of Villa Park Board of Trustees

Meeting Minutes – June 9, 2025

Date: June 9, 2025

Time: Meeting called to order at 7:00 PM

Location: Village of Villa Park

20 S. Ardmore Avenue

Village Hall, Boardroom

Villa Park, IL 60181

1. Call to Order & Roll Call

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

2. Pledge of Allegiance

- Attendees stood for the Pledge of Allegiance.

3. Amendments to the Agenda

None

4. Public Comments on Agenda Items

- **Joe Amore:** Item 6a – As a member of the DuPage County Railroad Safety Council and a strong leader for safety, Mr. Amore presented information for railroad emergencies. If there is a problem at any station, the railroad emergency number will connect you to a railroad dispatcher. Little blue signs were available for participants to take.
- **Cheryl Tucker:** Item 12a – Concerns about purchasing the property by the train station – did not see anything about a deduction for what the Village has already put into that project when deciding on the purchase price. Item 22a – General release – null and void – most of discussions are in closed session. No claims, action or liabilities of character brought against the ex-Village Manager including discussions on social media. Item 22d – Possible action to follow the closed session. This contract is being discussed with no information for the public or discussion on the employment contract for the Village Attorney.

5. Public Comments on Non-Agenda Items

- **James Lawson:** Would like to speak to someone with the Village regarding an issue with the neighbors fence. Resident can't open driver's side door with the fence being where it is installed.
- **Tammy Lawson:** Proposing an amendment to the fence ordinance set backs from 6" to 18" to 2 feet. Asked for a freeze on the fence permit issued to neighbor at 115 N. Addison.
- **Christine Murphy:** Comments for public record – how the Village government is functioning and where it seems to be heading. The Village Manager is supposed to handle daily operations and the Board of Trustees focus on legislative decisions. Lines are being crossed, decisions are being made without input and residents are being left in the dark. The residents need clarity, honesty and need to know the Board is here to serve the people who elected them, not just push through their own agendas.
- **Nick Cuzzone:** Recent firing and hiring of the Village Manager. Director Guerra was chosen as the Interim Manager. Mentioned the firing of Rich Keehner. Referenced that Chief Rivas applied for the position. Acknowledged Manager Harline's accomplishments and that Trustee Kozar thought he was not meeting expectations. Stated the Trustee Kozar corrupted several Board members with the transparency of speaking to the entire board and decided to fire another Manager. President Patrick called a special meeting over the Memorial Day weekend with only 48 hours notice given to the board and residents. Selecting Manager Rivas should have been hired without a search for a candidate. Manager Rivas was great as Police Chief. Now the Board is getting rid of our Village Attorney with an attorney with apparent ties to Trustee Kozar. Trustee Kozar and President Patrick have become political hacks who are only about their own agendas.
- **Larry Hebert:** Thanks to all serving on the Board. Villa and Madison is a nice, noisy corner. Cars going up and down Villa make residents' houses shake. Can a video and license plate be taken so the drivers can be cited for their behavior. Have you considered a resolution where a Trustee can only miss a certain number of meetings.
- **David Downer:** Between 3 p.m. and 6 p.m., everyone drives down Village to avoid Route 83. Nobody stops going north on Villa at Madison. The intersection is really bad.
- **Sharon Miller:** The issue is really bad. Can a police officer sit in my driveway to see what is happening?
- **Leslie Allison Seei:** We are talking about transparency and trust, and this is the first board I feel I can trust.
- No further public comments on non-agenda items..

6. Proclamations

- Proclamation by President Patrick declaring June 2025 as National Safety Month
- Proclamation by President Patrick declaring June 19, 2025 as Juneteenth 2025

7. Presentation

- Swearing in of Michael Rivas as Village Manager of the Village of Villa Park

8. Appointment to Commission

None

9. Consent Agenda

- The Consent Agenda included the following items:
 - o Bill Listing for the week of May 16, 2025 in the amount of \$272,193.54 and May 26, 2025 in the amount of \$865,579.78.
 - o Approval of the Minutes of the Committee of the Whole and Village Board of Trustees Meetings held on May 19, 2025.
 - o Approval of the Minutes of the Special Meeting of the Village Board of Trustees held on May 28, 2025.

Motion to approve the consent agenda made by Trustee Konstatos, seconded by Trustee Sabri.

- Roll Call Vote:

Ayes: Sabri, Kumar, Kozar, Konstatos, Cordova, Alfano, President Patrick

Nays: None

Motion Carried

10. Ordinance for First Reading

An ordinance amending the Section 3-313(A) of Chapter 3 of the Villa Park Municipal Code in order to increase by one the maximum number of Licenses permitted under the Class D Liquor License Classification.

This ordinance will add a Class D License, increasing the total to 8 Class D licenses. The Liquor Commissioner has approved the issuance of this license at 54 S Villa Ave, 7-Eleven

- Motion to approve the ordinance was made by Trustee Konstatos and seconded by Trustee Kumar
- Trustee Konstatos explained this is not a new license, just acquiring a new one after remodeling and new ownership.
- Roll Call Vote:

Ayes: Konstatos, Cordova, Alfano, Sabri, Kumar, Kozar, President Patrick

Nays: None

Ordinance Passed

11. Ordinance for Second Reading

None

12. Ordinances

- a. An ordinance authorizing the Acquisition of a certain parcel of real estate within the Corporate boundaries of the Municipality for public purposes and authorizing the Village Manager and/or Village Attorneys to make an offer to the record owner of the property.
This is an ordinance authorizing the acquisition of the property commonly known as 405 N. Ardmore Avenue owned by Hawthorneworld Villa Park, LP.
 - o Village Attorney stated that the Village Attorneys are recommending the Board take action on this at this time. This is the ordinance that will initiate the process – it doesn't bind the Village to the acquisition of any property but allows the attorneys assigned to this matter to commence negotiations of potential acquisition of the property.
 - o Motion for the ordinance was made by Trustee Kozar and seconded by Trustee Sabri
 - o Roll Call Vote:
Ayes: Sabri, Kozar, Konstatos, Alfano
Nays: Kumar, Cordova
Abstain: President Patrick
 - o Ordinance Passed

13. Resolutions

- a. Resolution Approving a Parental Leave Policy
This is something we are looking to discuss further so we can postpone this until the 6/23/25 meeting.
 - o Motion to postpone this resolution was made by Trustee Konstatos and seconded by Trustee Kumar.
 - o Trustee Kumar stated that the Board is working on this and would like to see a draft at the next meeting (6/23/25) that is most recent with our discussions so there is something real to approve.
 - o Trustee Alfano asked this be tabled until the July 14th meeting to discuss at the next COW with a draft. President Patrick asked Trustee Konstatos if she agreed to tabling this until that date. She agreed.
 - o Motion to amend to July 14, 2025 was made by Trustee Konstatos and seconded by Trustee Alfano
 - o Trustee Kumar asked if this will be retroactive for leave if we hold out until then. Manager Rivas stated that all considerations will be given.
 - o Roll Call Vote:
Ayes: Kumar, Kozar, Konstatos, Cordova, Alfano, Sabri
Nays: None
Abstain: President Patrick
 - o Resolution Passed

- b. Resolution approving a Collective Bargaining Agreement with the Fraternal Order of Police Sergeants.

This resolution would authorize the Village President and Village Manager to execute a collective bargaining agreement between the Village of Villa Park, Illinois and the Illinois Fraternal Order of Police, Labor Council. Staff recommends approval of the resolution.

- o Motion to approve this resolution was made by Trustee Alfano and seconded by Trustee Kozar.
- o No Discussion
- o Roll Call Vote:
Ayes: Alfano, Cordova, Konstatos, Kozar, Kumar, Sabri
Nays: None
Abstain: President Patrick
- o Resolution Passed

- c. A Resolution of the Village of Villa Park, DuPage County Illinois, approving final Change Order Number 01 to the contract with Superior Road Striping, Inc., dba High Star Traffic, of Bartlett, Illinois, for the 2024 Pavement Marking Program for a net deduction in the amount of \$13,568.73.

This Village has a contract with Superior Road Striping Inc. dba High Star Traffic, of Bartlett, Illinois, in the amount of \$85,461.25 for the 2024 Pavement Marking Program. Proposed final Change Order Number 01 consists of the final balancing of contract quantities as measured in the field. The net amount of the proposed final Change Order Number 01 is a deduction in the amount of \$13,568.73, for an adjusted contract amount of \$71,892.52. Staff recommends approval of this change order.

- o Motion to approve the resolution was made by Trustee Kozar and seconded by Trustee Sabri.
- o No Discussion
- o Roll Call Vote:
Ayes: Alfano, Cordova, Konstatos, Kozar, Kumar, Sabri
Nays: None
Abstain: President Patrick
- o Resolution Passed

- d. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with SKC Construction, Inc. of West Dundee, Illinois, for 2025 Crack Seal and Seal Coating Services in an amount not to exceed \$55,200.

This resolution authorizes the Village President to execute a contract with SKC Construction Inc., for the 2025 Crack Seal and Seal Coat Services, Inc. The project was a joint bid with several DuPage County municipalities in which the Village of Woodridge publicly advertised and competitively bid, with a bid opening held on February 18, 2025. The Villages received two bids, with the lowest responsible bid submitted by SKC Construction, Inc. of West Dundee, Illinois, in the amount of \$55,200 for the Village of Villa Park portion. Staff recommends approval of a resolution to award a contract to SKC Construction, Inc. for the 2025 Crack Seal and Seal Coating Services to crack seal various roadways in the Village..

- o Motion to approve the ordinance was made by Trustee Konstatos and seconded by Trustee Kozar.
 - o Trustee Kumar stated there are a lot of cracks in our town. This could solve the issues we have.
 - o Roll Call Vote:
Ayes: Alfano, Cordova, Konstatos, Kozar, Kumar, Sabri
Nays: None
Abstain: President Patrick
 - o Resolution Passed
- e. Resolution amending Employee Leasing Agreement between MGT Impact Solutions, LLC and the Village of Villa Park (Interim Human Resources Manager).
- o Motion to approve the ordinance was made by Trustee Kozar and seconded by Sabri.
 - o No Discussion
 - o Roll Call Vote:
Ayes: Alfano, Cordova, Konstatos, Kozar, Kumar, Sabri
Nays: None
Abstain: President Patrick
 - o Resolution Passed

14. Unfinished Business.

- Amended Trustees Rules of Orders and Procedures. Village Manager Rivas asking that is this is the final version, it will get published and distributed all the elected officials. If there are amendments/alterations, they will be put in the packet and produce the pamphlet as soon as possible. Trustee Kozar stated the original intent of Rules of Orders and Procedures is a guide for Trustees on the dais. It can be revisited at any time and address things that don't work. This is a good tool for everyone on the Board and new Trustees in the future. Questions were raised regarding the use of this in Executive Session, if Roberts Rules should be included in the handbook, further information like knowing when to make a motion, how to make a motion, what constitutes unfinished business, new business, social media policies and how that business done here should be done here and not carried over onto Facebook. In addition, Trustee Kumar says there needs to be a vetting process and clear clarification of social media issues in this book.

15. News Business

- Coffee with the Board and Traffic & Safety have been approached about the topic of parking on Wildwood west of the Rec Center which has been tabled and stalled. This should be discussed at a Board level.
- The sound on Villa Avenue needs to be addressed and the sound ordinance should be looked at.
- Someone should reach out to the Lawson family to help them with the fence issue with their neighbor.

- Kids on scooters – there shouldn't be kids on scooters. Not allowed by the State of Illinois. This item should be brought to New Business. Manager Rivas stated that scooters will be on the July 11th docket.

16. Village Commission Reports

None

17. Village Clerk's Report

Nothing to Report

18. Village Trustees' Report

- o **Trustee Kumar:** Happy to see Manager Rivas here – not favorable to the way he became the Manager, but glad he is here. Juneteenth means a lot to all people of color.
- o **Trustee Sabri:** Welcome Rose Paving – new business in town – wonderful company. Attended SALT program by Officer Bregman – wonderful presentation and we should do more of that. Add on photo ID's for solicitors. July 4th – VFW does a wonderful job and does a lot of work on it. Attended the graduation ceremony at the Islamic Foundation – congratulations to our 8th Grade and high school seniors – thank you to all who came. Islamic Foundation will be holding a Community Fun Fair in partnership with Willowbrook High School on August 2 and August 3.
- o **Trustee Alfano:** Congratulations to Manager Rivas. Thanks to all who came out today with public comments – I do hear you. Congratulations to the FUN Commission on their Kites & Kicks event. It was a success. Thanks to all those neighbors and residents who have reached out to me regarding the special meeting of the Village Board. Trustee Kumar's question at the end of the meeting could not be addressed in a public meeting. Thanks for understanding. Lastly, it is an honor and privilege to serve the Village of Villa Park. Trustee Alfano expressed her thoughts, feelings and concerns on what is happening in the Village government.
- o **Trustee Konstatos:** Addressed a few social media posts by two trustees that are not factual. These Trustees were present and part of the writing of a personal employment plan. Transparency was explained as well as concerns about the conduct of the members of the Board.
- o **Trustee Cordova:** Attended the Concerts in the Park. There was great attendance. Thanks for coming. Attended the Rose Paving ribbon cutting. Read an email for public record from Mark Paulsen regarding gardens, current landscape plans in the village and suggestions for a subcommittee for the ECC.
- o **Trustee Kozar:** Thanked Nick Cuzzone for not endorsing him in the last election.

19. Village President's Report

The Board of Trustees has been engaged in important conversations regarding future leadership of our Village. We must move Villa Park forward by 1). Growing our business community-bring life to key developments; 2). Modernize permitting and code enforcement; 3). Prioritize infrastructure and 4). Be proactive in seeking out alternative revenue sources, beyond gaming, while pursuing state and federal grants..

20. Village Manager's Report

Village Manager Rivas is committed to taking care of our employees. The Village celebrate Greg Gola on his retirement at the last concert. The Manager will always be approachable

and work towards finding solutions to issues and solutions. Budget books will soon be being sent to the publisher. Congratulations to Jack and Jessica on their graduation. Steuerle Funeral Home Ceremony was fantastic. Deacon Cochran spoke. The home hopes to open soon. I will be going to as many meetings as possible and do my best directing the staff..

21. Executive Session

Moved to Executive Session:

- 5 ILCS 120/2 (c)(5)
- 5 ILCS 120/2 (c)(11)
- 5 ILCS 120/2 (c)(1)

Motion to go to Executive Session made by Trustee Konstatos and seconded by Trustee Alfano.

Roll Call Vote:

Ayes: Sabri, Kumar, Kozar, Konstatos, Cordova, Alfano, President Patrick

Nays: None

Break to Executive Session: 8:31 p.m.

22. Action Items Following Executive Session

- Attendance Roll Call:
Trustee Konstatos, Trustee Kozar, Trustee Kumar, Trustee Sabri, Trustee Cordova, Trustee Alfano, President Patrick
- a. Resolution of the Village of Villa Park, DuPage County, Illinois approving an Employment Separation and Release Agreement with Matthew C. Harline.

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

Roll Call Vote:

Ayes: Alfano, Cordova, Konstatos, Kumar, Sabri

Nays: Kozar

Item Passed

- b. Motion of the Village Board of Trustees of Villa Park consenting to the Village Manager's removal of the Village Attorney from office.

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

Trustee Kumar valued working with exiting Village Attorney.

Roll Call Vote:

Ayes: Alfano, Konstatos, Kozar, Sabri

Nays: Cordova, Kumar

Item Passed

- c. Resolution of the Village of Villa Park, DuPage County, Illinois establishing the compensation of the Village Attorney.

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

No Discussion

Roll Call Vote:

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

Item Passed

- d. Resolution of the Village of Villa Park, DuPage County, Illinois approving an Employment Agreement with Michael Rivas

Asking for approval with edits: Section 4 – Annual Salary Increase by the greater of CPI and annual department head raises; Section 5a – first 360 evaluation in December 2025 and annually thereafter in December; Section 5a – Board to meet quarterly to discuss Manager’s performance status; Section 5b – Manager and Board mutually set goals with annual 360 evaluation review; and Section 12 Item C – shall be deleted.

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

Trustee Kumar thanked Manager Rivas for being accommodating and vetting himself.

Roll Call Vote:

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

Nays: None

23. Adjournment

- Motion to adjourn made by Trustee Kumar and seconded by Trustee Alfano.

Roll Call Vote:

- o Ayes: Alfano, Cordova, Konstatos, Kozar, Kumar, Sabri
- o Nays: None
- o *Motion passed. Adjournment approved.*

- Time of adjournment: 12:02 a.m.

Respectfully Submitted,

Rolf Laukant
Village Clerk

Village of Villa Park Board of Trustees

Meeting Minutes – July 23, 2025

Date: July 23, 2025

Time: Meeting called to order at 6:00 PM

Location: Village of Villa Park

20 S. Ardmore Avenue

Village Hall, Boardroom

Villa Park, IL 60181

1. Call to Order & Roll Call

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

2. Pledge of Allegiance

- Attendees stood for the Pledge of Allegiance.

3. Amendments to the Agenda

None

4. Public Comments on Agenda Items

- **Joe Amore:** Item 13g – Consideration of Grade Separation Project on Ardmore. July 14th presentation stated some numbers that he disputed about distances to Route 83 and Grace Street from Ardmore Avenue. In addition, an underpass will prevent access to the parking lots on the north and south side of the tracks. Feels they should concentrate on Metra Pedestrian pass instead of Ardmore Vehicular pass. Funding is available. Elmhurst and Glen Ellyn projects are on hold for lack of funding, both of which included station structures with the underpass. In addition, trains are getting longer.
- **Larry Hebert:** Against spending a million dollars on a study for the grade separation since it will take 8-10 years to get it done. Funds are being cut everywhere right now. Do the study when funds might be available.
- **Larry Hebert:** Against low speed electric scooters. Dangerous for everyone. Someone will get killed.
Kevin Patrick: Explained that tonight the discussion is about fee structure for fines.

- **Janine Majeski:** Item 11 - Concerns about e-scooters. Explained a situation on Harvard Avenue about a young gentleman on a bike that was traveling fast enough to keep up with a car going down the street (speed limit is 20-25 mph). Then proceeded to try to launch off the stairs where a District 45 person stopped him and spoke to him. Someone is going to get hurt. In addition, she has spoken to people who park on the west side of the street and mentioned a situation where a child was hit.
- **Vicki Flaskamp:** Questioned Item 13g. Do we need to spend a million dollars on that right now? What about the roads that aren't done. Some not touched since 2014. Item 11a – what about hi-speed scooter? And what are the fines going to be? Will they be allowed or not and will they be on a separate ordinance? Item 13b – after the abatement at Iowa Community Center, what is going to happen to the building after all the money is spent on it? Are there plans to keep it or not. Item 13f – partial change order for Davis Concrete. Where are the landscape plans? Can they be put on the website?
- **Patrice Gallagher:** Item 11 – questioning the use of e-scooters on the Prairie Path – no motorized vehicles are allowed on the path. How to distinguish what bike is what and the Rules of the Road for the Prairie Path, i.e. speed (miles per hour) and distance required between bikes and pedestrians. Acknowledged Susan Mika – excellent communicator and knowledgeable. Concerned with the short \$2-3 million shortfall and asked to have that clarified. Concerned with the ordinance for the fire station (Item 13d) and grade separation projects (Item 13g).
Michael Rivas: County does issue information on what is allowed on the path.

5. Public Comments on Non-Agenda Items

- **Christine Murphy:** Spoke regarding comments made by Jack Kozar at the 6/23/25 meeting citing that she potentially has 80 FOIA requests which burdened the system. She stated that she had 2 FOIA's pending and current has none.
Jack Kozar: Thanked for clarification – will look into it.
- **Larry Hebert:** Question for the attorney – how much legal notice do we have to have for these special meetings?
Attorney: 48 hours
- No further public comments on non-agenda items.

6. Proclamations

None

7. Presentation

None

8. Appointment to Commission

None

9. Consent Agenda

- The Consent Agenda included the following items:
 - o Approval of the Minutes for the May 12, 2025 Village Board of Trustees Meeting

- Motion to approve the consent agenda made by Trustee Kozar, seconded by Trustee Sabri. Voice vote:
 - o Ayes: All
 - o Nays: None
 - o *Motion passed. Consent Agenda approved.*

10. Ordinance for First Reading
None

11. Ordinance for Second Reading

An ordinance amending the Villa Municipal Code in Order to Authorize and Regulate the Use of Low-Speed Electric Scooters within the Village of Villa Park, Illinois.

This ordinance would amend Section 14-115 of Chapter 14 ("Motor Vehicles and Traffic") of the Villa Park Municipal Code to allow the operation of low-speed electric scooters within accordance with specific regulations. Staff recommends approval.

- Motion to approve the ordinance was made by Trustee Kumar and seconded by Trustee Cordova.
- Trustee Sabri asked if gas powered scooters could be added to this ordinance as well. Chief Kubish and the attorney were not sure of the rules on this item, however, they will look into this going forward. President Patrick stated that if this ordinance passes tonight, an amendment can always be made to it. Trustee Sabri and Trustee Alfano have received phone calls regarding these vehicles that have been personally modified and are very loud. The attorney stated reluctance to change the ordinance at this time without looking into it more. There are plans for a trailer to the ordinance based on comments from the trustees and residents regarding e-bikes and can add gas powered vehicles as well. E-bikes are considered like bicycles and the Village code has a separate ordinance for bikes. E-bikes can be addressed in August. Trustee Kumar agrees with revising the ordinance August. E-bikes are 3 classes. Thinks there is a need to advise residents of what is allowed and not allowed for all vehicles. President Patrick questioned the use of hover boards – where do they fall into place? Something to investigate. Trustee Cordova asked about educating the residents as soon as possible for safety purposes. President Patrick agreed and would like to find a way to communicate with school districts (outside of enforcement) with an awareness campaign regarding safety and fines for all of these vehicles.
- Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
Ordinance Passed

12. Ordinances
None

13. Resolutions

- a. Resolution Adopting a Paid Parental Leave Policy for employees of the Village of Villa Park.

This Resolution adopts a Parental Leave Policy for the Employees of the Village of Villa Park. The corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the best interest of the Village to adopt a Paid Parental Leave Policy applicable to employees of the Village. Staff recommended approval.

- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Sabri.
- o Trustee Cordova asked about clear hardship exceptions to be added, concerned about the claw back rules, and consider a graduated forgiveness model for repayment. Manager Rivas referred to Page 62 where there is a provision for this and stated that the Village would definitely be fair to any and all employees. The attorney stated that the clawback states the first week is exempt and the payback would be for 7 weeks, not 8 weeks
- o Voice Vote:
Ayes: All
Nays: None
- o Resolution Passed

- b. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract to Husar Abatement, LTD., of Franklin Park, Illinois, in the amount of \$86,000 for the Asbestos Abatement Project at the Iowa Community Center Temporary Fire Station Project.

This resolution authorizes the Village Manager to execute a contract with Husar Abatement, LTD., of Franklin Park, Illinois, in the amount of \$86,000 for the Asbestos Abatement Project at the Iowa Community Center Temporary Fire Station Project.

- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Kumar.
- o Trustee Cordova would like to see a clear breakdown of renovation costs between the temporary fire station at ICC and the permanent fire station at Station 81 and what are the plans for the future for ICC. Chief Stapleton responded that a rough estimate would be \$1,000,000 for Station 81 and \$665,000 for ICC. Station 82 renovations will be budgeted for next year and ICC will be used as a temporary station again for that renovation. In the meantime, ICC can be used for future vehicle storage, temporary location for all other departments, etc. Trustee Cordova asked about access for the north side and south side of town. Chief Stapleton explained there are running orders in place which include assistance from surrounding towns. Trustee Kumar as asked about the anticipated completion of Station 81 and ICC. Chief Stapleton anticipates work to be done by April of 2026. Then Station 82 will move into ICC for their renovation which should be in the budget for next year. Station 82 should be quicker to complete.
- o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
- o Resolution Passed

- c. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with Midwest Environmental Consulting Services, Yorkville, Illinois for Project Management and Air Quality Monitoring for the Iowa Community Center Abatement Project in the amount of \$23,00.00.

This resolution authorizes the Village Manager to execute a contract with Midwest Environmental Consulting Services, of Chicago, Illinois, in the amount of \$23,000 for the Asbestos Project Management and Air Quality Testing at the Iowa Community Center Temporary Fire Station Project.

- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Sabri.
- o No Discussion
- o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
- o Resolution Passed

- d. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with Lite Construction, Inc., for the Fire Station 81 Renovations and Temporary Fire Station 81 in the amount of \$1,603,700.

This resolution authorizes the Village Manager to execute a contract with Lite Construction Inc., of Montgomery, Illinois, in the amount of \$1,603,700 for the Iowa Community Center Temporary Fire Station Project and improvements to Fire Station 81. This project was publicly advertised and competitively bid, with a public bid opening conducted on July 1, 2025. A total of nine bids were received, with Lite Construction Inc. submitting the lowest responsible bid. The Village's architectural and engineering consultant as well as Village staff have reviewed the bid and recommends awarding the contract to Lite Construction Inc. in accordance with the bid specifications.

- o Motion to approve the ordinance was made by Trustee Sabri and seconded by Trustee Kozar.
- o No Discussion
- o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
- o Resolution Passed

- e. Resolution approving an Engineering agreement with Edwin Hancock Engineering Company, of Westchester, Illinois for the Phase III Construction Engineering for the Ridge Road Drainage Improvements in an Amount not to exceed \$47,855.00.

This is a resolution to approve the Village President entering into a professional engineering agreement with Edwin Hancock Engineering Co. for the phase III construction engineering services for Ridge Road Drainage Improvements in the amount not to exceed \$47,855.00. The Village initially planned to staff the project internally, but due to multiple projects happening simultaneously in the Village and previously raised resident concerns, a consultant for the phase III construction engineering is needed to assist staff with oversight of the project. Staff recommends approval.

- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Sabri.
 - o No Discussion
 - o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
 - o Resolution Passed
- f. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Partial Change Order Number 01 to the Contract with Davis Concrete Construction Co. of Monee, Illinois, for Construction of the 2025 Sidewalk Improvements for a Net Addition in the Amount of \$105,500.00.
- This Resolution authorizes the Village Manager to execute the change order in substantially the form attached hereto to the contract with Davis Concrete Construction Co., of Monee, Illinois. The Village has a contract with Davis Concrete Construction Co., in the amount of \$288,352.00 for the construction of the 2025 Sidewalk Improvements. Proposed partial Change Order Number 1 consists of the adding additional sidewalk removal and replacement to the scope of the project. The net amount of the proposed partial Change Order Number 1 is an addition in the amount of \$105,500.00, for an adjusted contract amount of \$393,852.00. Staff recommends approval of this change order.*
- o Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Sabri.
 - o Trustee Sabri asked where we are on the previous contract. Director Guerra explained that the increase was allowing the Village to use the extra money (that is already in the budget) to fix some of the repairs on our 2-year backlog. Trustee Sabri and Cordova asked that the construction dashboard be updated so they can see the status of the projects and where all the projects are. Director Guerra stated that he would advise his staff to update the website. Trustee Kumar asked if all these funds are part of the 50/50 program. Guerra explained they are, however, the Village covers 100% of sidewalks replaced due to tree damage and any ADA sidewalks.
 - o Roll Call Vote:
Ayes: Cordova, Kozar, Kumar, Sabri
Nays: None
 - o Resolution Passed
- g. Resolution of Approving an Engineering Agreement with CDM Smith, Inc., of Chicago, Illinois for the Phase I Engineering for the Ardmore Avenue at UPRR Grade Separation in an amount not to exceed \$997,733.00.
- This is a resolution to approve the Village President entering into a professional engineering agreement with CDM Smith, Inc., for the phase I preliminary engineering services for a proposed grade separation of the Union Pacific Rail Road (UPRR) at Ardmore Ave. for an amount not to exceed \$997,733.00. The Village has previously performed a feasibility study which determined Ardmore was the most suitable location for a grade separation with the UPRR. The Village has received confirmation*

of an Illinois Commerce Commission (ICC) Grant to help offset the cost of the phase I engineering. Staff recommends approval.

- o Motion to approve the ordinance was made by Trustee Kozar and seconded by Trustee Cordova.
- o Trustee Kumar stated that this is a large amount of money and not clear on how much the project will cost. Not in favor. Trustee Kozar stated that this is a lot of money at this time and would like to work closely with Joe Amore on other possible options. This project can always be brought back at a later date. Not in favor at this time. Trustee Cordova stated that the Comprehensive Plan talks about this project. Concerned we may not get any grants or funding if we don't proceed with the study. Guerra stated that we budgeted for \$600,000 in the 2025 budget for this. The scope of work was for both vehicular and pedestrian projects and is better to do both at the same time since many items are covered in both projects. Trustee Kumar asked that if we ask for federal funding for just the pedestrian portion, could we get an estimate on that for Phase I. Director Guerra stated that he believes it would be closer to the \$600,000 range.
- o Roll Call Vote:
Ayes: Cordova
Nays: Kozar, Kumar, Sabri.
- o Resolution Did Not Pass

13. Unfinished Business

- Trustee Kumar asked for an estimate on the Phase I Pedestrian Underpass project.

14. New Business

- Trustee Kumar requested an addition to the beginning of the agenda for next meeting, Policies and Procedures for appointment of Commissioners for a first reading. There were no comments.

15. Village Commission Reports

None

16. Village Clerk's Report

Nothing to report.

17. Village Trustees' Report

- o **Trustee Kumar:** Happy that we are finally passing an ordinance on e-scooters and looking into e-bikes as well.
- o **Trustee Sabri:** Nothing to report.
- o **Trustee Cordova:** With this heat, he likes seeing the residents rally around each other and check on each other. Be safe.
- o **Trustee Kozar:** Would like to applaud the Board having a 1 hour 10 minute board meeting.

18. Village President's Report

As President, President Patrick has the pleasure of serving on the Board of Directors at DuComm. Chief Stapleton and he attend meetings regularly. He extended a thank you to Chief Stapleton, OEM and DuComm.

19. Village Manager's Report

Village Manager Rivas introduced the Village's new Parks and Recreation Director, Tim Howe, who spoke briefly and thanked the Village for the exciting opportunity to be here.

20. Executive Session

None

21. Adjournment

- Motion to adjourn made by Trustee Cordova, seconded by Trustee Sabri. Voice vote:
 - o Ayes: All
 - o Nays: None
 - o *Motion passed. Adjournment approved.*
- Time of adjournment: 7:11 p.m.

Respectfully Submitted,

Rolf Laukant
Village Clerk

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

8-11-2025

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/30/2025 - 06/30/2025
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					
10-110-529900	LOVE YOUR NEIGHBOR DAY 202	CCVP	LOVE YOUR NEIGHBOR DAY 25	2,500.00	None
10-110-565600	POLICE SERG PREF POINTS &	C.O.P.S AND F.I.R.E PERSON	POLICE SERG PREF POINTS & ELIG REGIST	300.00	None
10-110-565600	BFPC SECRETARIAL SERVICE 6	MAGNUSSSEN, VALERIE	BFPC SECRETARIAL SERVICE 6.17.25	100.00	None
10-110-565600	BFPC ENVELOPES	SIR SPEEDY PRINT SIGNS MAR	BFPC ENVELOPES	100.03	None
Total Department 110 PUBLIC AFFAIRS				3,000.03	
Department: 120 MANAGER-ADMINISTRATION					
10-120-529900	INTERNET SERVICE	COMCAST	JUNE 2025 INTERNET SERVICE	3,721.34	None
Total Department 120 MANAGER-ADMINISTRATION				3,721.34	
Department: 130 FINANCE					
10-130-529900	TEMP FIN STAFF- LARIN	CONNECT SEARCH LLC	TEMP FIN STAFF- LARIN	1,524.78	None
Total Department 130 FINANCE				1,524.78	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-539900	FEDEX SHIPMENT	KARL, KRISTIN	FEDEX SHIPMENT	52.36	None
Total Department 140 COMMUNITY DEVELOPMENT				52.36	
Department: 160 BUILDINGS & GROUNDS					
10-160-522300	MUSEUM	SALT CREEK SANITARY DISTRI	MUSEUM	24.27	None
10-160-522300	FIRE #81	SALT CREEK SANITARY DISTRI	FIRE #81	233.61	None
10-160-522300	FIRE #82	SALT CREEK SANITARY DISTRI	FIRE #82	144.80	None
10-160-522300	PW STORAGE BLDG	SALT CREEK SANITARY DISTRI	PW STORAGE BLDG	20.18	None
10-160-522300	VILLAGE HALL	SALT CREEK SANITARY DISTRI	VILLAGE HALL	71.82	None
10-160-522300	PARKS GARAGE	SALT CREEK SANITARY DISTRI	PARKS GARAGE	124.50	None
10-160-522300	PW GARAGE	SALT CREEK SANITARY DISTRI	PW GARAGE	23.75	None
10-160-522300	VEH MAINT	SALT CREEK SANITARY DISTRI	VEH MAINT	39.25	None
10-160-522300	PUBLIC WORKS	SALT CREEK SANITARY DISTRI	PUBLIC WORKS	116.75	None
10-160-522300	POLICE STATION	SALT CREEK SANITARY DISTRI	POLICE STATION	228.20	None
10-160-522300	CENTRAL PUMP STATION	SALT CREEK SANITARY DISTRI	CENTRAL PUMP STATION	65.45	None
10-160-522300	100 S. VILLA AVE.	SALT CREEK SANITARY DISTRI	100 S. VILLA AVE.	16.22	None
10-160-522300	110 S VILLA AVE	SALT CREEK SANITARY DISTRI	110 S VILLA AVE	22.00	None
10-160-522300	1000 S VILLA	SALT CREEK SANITARY DISTRI	1000 n ardmore	1,888.68	None
10-160-529900	PD ALARM MONTITORING	JOHNSON CONTROLS SECURITY	PD ALARM MONTITORING	116.10	None
10-160-529900	ALARM MONITORING MUSEUM 05	JOHNSON CONTROLS SECURITY	ALARM MONITORING MUSEUM 05/01 - 7/31	186.35	None
10-160-529900	ALARM MONITORING VILLAGE H	JOHNSON CONTROLS SECURITY	ALARM MONITORING VILLAGE HALL	186.35	None
Total Department 160 BUILDINGS & GROUNDS				3,508.28	
Department: 170 COMMUTER PARKING LOT					
10-170-522301	METRA STN	SALT CREEK SANITARY DISTRI	METRA STN	95.32	None
Total Department 170 COMMUTER PARKING LOT				95.32	
Department: 180 GARAGE					
10-180-531000	C65 BATTERY FOR STOCK TO R	INTERSTATE BATTERIES OF SO	C65 BATTERY FOR STOCK TO REPLACE ONE	154.47	None
10-180-531000	FIRE E80 4 BATTERIES	INTERSTATE BATTERIES OF SO	FIRE E80 4 BATTERIES	559.80	None
10-180-531000	REAR BRAKE PADS AND 2 ROTO	CHICAGO PARTS & SOUND LLC	REAR BRAKE PADS AND 2 ROTORS FOR PD D	188.53	None
10-180-531000	STOCK TIRES TO REPLACE PD	DUPAGE TIRE & AUTO CENTER	STOCK TIRES TO REPLACE PD CAR 193 4 T	594.00	None
10-180-531000	STOCK BATTERY MTP94R/H7	INTERSTATE BATTERIES OF SO	STOCK BATTERY MTP94R/H7	157.47	None
10-180-531000	UNIFORMS, RAGS MATS CLEANI	CINTAS CORPORATION	UNIFORMS, RAGS MATS CLEANING	90.42	None
10-180-532200	SHOP TOOLS 21/32 DRILL BIT	LEN'S ACE HARDWARE	SHOP TOOLS 21/32 DRILL BIT	24.29	None
Total Department 180 GARAGE				1,768.98	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/30/2025 - 06/30/2025

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: 201 ADMINISTRATION					
10-201-520201	MEAL REIMBURSEMENT - TRAIN	BLAKE, ANTHONY	MEAL REIMBURSEMENT - TRAINING	41.48	None
10-201-520201	LEO DRIVE TECH-MOLENDA/KRU	NORTH EAST MULTI-REGIONAL	LEO DRIVE TECH-MOLENDA/KRUPICZOWICZ	900.00	None
10-201-520201	MEAL REIMBURSEMENT	BANASZEWSKI, BART	MEAL REIMBURSEMENT	50.71	None
10-201-529901	CHIEF OFFICE FURNITURE	VILLA PARK OFFICE EQUIPMEN	CHIEF OFFICE FURNITURE	799.96	None
10-201-529901	DC SVARA CHAIR	VILLA PARK OFFICE EQUIPMEN	OFFICE CHAIR FOR DC SVARA	295.00	None
10-201-529901	OFFICE CHAIR FOR CHIEF	VILLA PARK OFFICE EQUIPMEN	OFFICE CHAIR FOR CHIEF	295.00	None
Total Department 201 ADMINISTRATION				2,382.15	
Department: 207 POLICE-RECORDS					
10-207-530107	UNIFORM FOR SOPHIA P.	O'HERRON CO INC, RAY	UNIFORM FOR SOPHIA P.	322.19	None
10-207-530107	UNIFORM FOR SOPHIA P.	O'HERRON CO INC, RAY	UNIFORM FOR SOPHIA P.	270.35	None
Total Department 207 POLICE-RECORDS				592.54	
Department: 208 POLICE-DETECTIVES					
10-208-529908	DET CREDIT CHECK	EQUIFAX INFORMATION SVCS	L DET CREDIT CHECK	30.00	None
Total Department 208 POLICE-DETECTIVES				30.00	
Department: 209 POLICE-PATROL					
10-209-529909	MAINTENANCE ON RANGE	INVERIS	MAINTENANCE ON RANGE	1,408.29	None
Total Department 209 POLICE-PATROL				1,408.29	
Department: 211 FIRE-ADMIN					
10-211-527101	G5 DUAL BAND P25 VOICE PAG	A BEEP LLC	G5 DUAL BAND P25 VOICE PAGERS, CHARGE	1,097.24	None
10-211-539901	REIMB; REFRESHMENTS FOR SW	MAGNUSSEN, VALERIE	REIMB; REFRESHMENTS FOR SWEARING IN -	50.98	None
Total Department 211 FIRE-ADMIN				1,148.22	
Department: 212 FIRE PREVENT & PROTECT					
10-212-529922	VP SIREN REPAIRS - 341 N.	LOMBARD, VILLAGE OF	VP SIREN REPAIRS - 341 N. HARVARD	868.20	None
Total Department 212 FIRE PREVENT & PROTECT				868.20	
Department: 232 AMBULANCE/PARAMEDIC					
10-232-530102	PROBATIONARY UNIFORM - AO	O'HERRON CO INC, RAY	PROBATIONARY UNIFORM - AO	448.02	None
10-232-530102	PROBATIONARY UNIFORM - AO	O'HERRON CO INC, RAY	PROBATIONARY UNIFORM - AO	251.34	None
10-232-539902	CR2 BATTERY REPLACEMENT	STRYKER SALES CORPORATION	CR2 BATTERY REPLACEMENT	238.06	None
Total Department 232 AMBULANCE/PARAMEDIC				937.42	
Department: 256 PW-STORMSEWER					
10-256-534326	CA-06 RAP	DUPAGE MATERIALS COMPANY	L CA-06 RAP	971.33	None
Total Department 256 PW-STORMSEWER				971.33	
Department: 258 PW-FORESTRY					
10-258-528528	HAUL STREET SWEEPINGS	LRS LLC	HAUL STREET SWEEPINGS	2,719.00	None
Total Department 258 PW-FORESTRY				2,719.00	
Total Fund 10 CORPORATE FUND				24,728.24	
Fund: 35 RECREATION FUND					
Department: 216 PRP-BLDG & GROUNDS					
35-216-522316	ROTARY PK RESTROOMS	SALT CREEK SANITARY DISTRI	ROTARY PK RESTROOMS	16.47	None
35-216-522316	ICC	SALT CREEK SANITARY DISTRI	ICC	20.76	None
35-216-522316	VPRC	SALT CREEK SANITARY DISTRI	VPRC	328.91	None
Total Department 216 PRP-BLDG & GROUNDS				366.14	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/30/2025 - 06/30/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 35 RECREATION FUND					
Department: 235 PRR-SUMMER					
35-235-529735	CY25 OFFICIATING SERVICES	OFFICIAL FINDERS LLC	CY25 OFFICIATING SERVICES SUMMER BALL	200.00	None
35-235-529735	CY25 OFFICIATING SERVICES	OFFICIAL FINDERS LLC	CY25 OFFICIATING SERVICES SUMMERBALL	240.00	None
35-235-529935	OTHER CONTRACTUAL SERVICES	DESIGNSPRING GROUP INC.	CY DESIGN & LAYOUT OF SUMMER BROCHURE	3,501.25	None
35-235-529935	ELECTRIC BREW THUSDAY CONC	SMITH, BRADLEY	ELECTRIC BREW THUSDAY CONCERT	1,500.00	None
35-235-529935	YOUTH CONTRACTUAL PROGRAM	DIMAGGIO, LISA	YOUTH CONTRACTUAL PROGRAM GLITZY GIRL	468.00	None
35-235-531135	SUMMER CAMP SHIRTS	HOLY COW SPORTS INC	SUMMER CAMP SHIRTS	2,574.50	None
35-235-531135	STAFF APPRECIATION	MICHAEL ANTHONY'S PIZZA	STAFF APPRECIATION	196.00	None
35-235-531135	JUNE BIRTHDAY BINGO LUNCH	MICHAEL ANTHONY'S PIZZA	JUNE BIRTHDAY BINGO LUNCH	273.00	None
35-235-531135	SUMMER CAMP STAFF TRAINING	MICHAEL ANTHONY'S PIZZA	SUMMER CAMP STAFF TRAINING LUNCH	92.00	None
Total Department 235 PRR-SUMMER				9,044.75	
Total Fund 35 RECREATION FUND				9,410.89	
Fund: 36 PARKS FUND					
Department: 000					
36-000-445128	DEPOSIT REFUND	LAURA DEMONDO	DEPOSIT REFUND	100.00	None
Total Department 000				100.00	
Department: 201 ADMINISTRATION					
36-201-522301	THE DEPOT	SALT CREEK SANITARY DISTRI	THE DEPOT	21.19	None
36-201-522301	N TERR PARK	SALT CREEK SANITARY DISTRI	N TERR PARK	202.00	None
36-201-522301	TWIN LAKES	SALT CREEK SANITARY DISTRI	TWIN LAKES	19.98	None
36-201-522301	PK GARAGE #2	SALT CREEK SANITARY DISTRI	PK GARAGE #2	56.88	None
Total Department 201 ADMINISTRATION				300.05	
Department: 202 EQUIP & SUPPLIES					
36-202-530502	ICE MELT FOR SIDEWALKS	RUSO'S POWER EQUIPMENT IN	ICE MELT FOR SIDEWALKS	1,080.00	None
Total Department 202 EQUIP & SUPPLIES				1,080.00	
Total Fund 36 PARKS FUND				1,480.05	
Fund: 41 SWIMMING POOL & REC FUND					
Department: 301 POOL&REC-ADMIN					
41-301-522301	JEFF POOL	SALT CREEK SANITARY DISTRI	JEFF POOL	1,394.62	None
Total Department 301 POOL&REC-ADMIN				1,394.62	
Total Fund 41 SWIMMING POOL & REC FUND				1,394.62	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 603 REFERENDUM 2014					
60-603-529203-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	JACKSON AREA PHASE 3 CE	19,303.93	None
Total Department 603 REFERENDUM 2014				19,303.93	
Total Fund 60 STREET IMPROVEMENT FUND				19,303.93	
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	18,566.00	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				18,566.00	
Total Fund 64 CAPITAL PROJECTS FUND				18,566.00	
Fund: 68 STORMWATER BUYOUT FUND					

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/30/2025 - 06/30/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 68 STORMWATER BUYOUT FUND					
Department: 202 EQUIP & SUPPLIES					
68-202-529902	TERRACE-DOUGLAS DETENTION	V3 COMPANIES OF ILLINOIS	TERRACE-DOUGLAS DETENTION FACILITY 20	4,128.00	None
68-202-529902	MONTEREY NATIVE AREA MAINT	V3 COMPANIES OF ILLINOIS	MONTEREY NATIVE AREA MAINTENANCE	2,600.00	None
68-202-539902	RAIN BARREL REIMBURSEMENT	JESSICA MELL	RAIN BARREL REIMBURSEMENT	40.00	None
Total Department 202 EQUIP & SUPPLIES				6,768.00	
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529210	JACKSON AREA PHASE 2 DE SU	V3 COMPANIES OF ILLINOIS	JACKSON AREA PHASE 2 DE SUPP	4,237.75	None
68-210-529210-E00003	JACKSON AREA PHASE 3 CE	V3 COMPANIES OF ILLINOIS	JACKSON AREA PHASE 3 CE	57,911.78	None
68-210-529910	JACKSON AREA - REIMBURSEME	ZACHARY ZABEL	JACKSON AREA - REIMBURSEMENT	1,000.00	None
Total Department 210 CONTRACTUAL - SP REV FUNDS				63,149.53	
Total Fund 68 STORMWATER BUYOUT FUND				69,917.53	
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-529901	INTERNET SERVICE	COMCAST	JUNE 2025 INTERNET SERVICE	97.93	None
Total Department 201 ADMINISTRATION				97.93	
Department: 202 EQUIP & SUPPLIES					
82-202-522302	WTR/SWR	SALT CREEK SANITARY DISTRI	WTR/SWR	58.95	None
82-202-527402	METER PARTS FOR STOCK	CORE & MAIN	METER PARTS FOR STOCK	2,200.00	None
Total Department 202 EQUIP & SUPPLIES				2,258.95	
Total Fund 82 WATER SUPPLY FUND				2,356.88	
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
83-201-529901	INTERNET SERVICE	COMCAST	JUNE 2025 INTERNET SERVICE	97.93	None
Total Department 201 ADMINISTRATION				97.93	
Department: 202 EQUIP & SUPPLIES					
83-202-529302	WASTEWATER SAMPLES - WWFTF	ETP LABS INC	WASTEWATER SAMPLES - WWFTF	400.00	None
83-202-529302	WASTEWATER SAMPLES - WWFTF	ETP LABS INC	WASTEWATER SAMPLES - WWFTF	170.00	None
83-202-529902	REPAIR BOTH PUMPS AT N. YA	FLOW TECHNICS	REPAIR BOTH PUMPS AT N. YALE LIFT STA	1,923.76	None
Total Department 202 EQUIP & SUPPLIES				2,493.76	
Total Fund 83 WASTEWATER FUND				2,591.69	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 06/30/2025 - 06/30/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
--- TOTALS BY GL DISTRIBUTION ---					
		10-110-529900	OTHER CONTRACTUAL SERVICES	2,500.00	
		10-110-565600	FIRE & POLICE COMMISSION	500.03	
		10-120-529900	OTHER CONTRACTUAL SERVICES	3,721.34	
		10-130-529900	OTHER CONTRACTUAL SERVICES	1,524.78	
		10-140-539900	OTHER SUPPLIES	52.36	
		10-160-522300	WATER & SEWER SERVICE	3,019.48	
		10-160-529900	OTHER CONTRACTUAL SERVICES	488.80	
		10-170-522301	WATER & SEWER SERVICE	95.32	
		10-180-531000	MOTOR VEHICLE PARTS & ACCESS	1,744.69	
		10-180-532200	HAND TOOLS	24.29	
		10-201-520201	TRAINING & CONFERENCES	992.19	
		10-201-529901	OTHER CONTRACTUAL SERVICES	1,389.96	
		10-207-530107	UNIFORMS	592.54	
		10-208-529908	OTHER CONTRACTUAL SERVICES	30.00	
		10-209-529909	OTHER CONTRACTUAL SERVICES	1,408.29	
		10-211-527101	MAINT OF RADIO EQUIPMENT	1,097.24	
		10-211-539901	OTHER SUPPLIES	50.98	
		10-212-529922	OTHER CONTRACTUAL SERVICES	868.20	
		10-232-530102	UNIFORMS	699.36	
		10-232-539902	OTHER SUPPLIES	238.06	
		10-256-534326	STONE	971.33	
		10-258-528528	DISPOSAL EXPENSE	2,719.00	
		35-216-522316	WATER & SEWER SERVICE	366.14	
		35-235-529735	OFFICIATING SERVICES	440.00	
		35-235-529935	OTHER CONTRACTUAL SERVICES	5,469.25	
		35-235-531135	PROGRAM SUPPLIES	3,135.50	
		36-000-445128	MISCELLANEOUS REVENUE	100.00	
		36-201-522301	WATER & SEWER SERVICE	300.05	
		36-202-530502	TURF SUPPLIES	1,080.00	
		41-301-522301	WATER & SEWER SERVICE	1,394.62	
		60-603-529203-E00003	ENGINEERING SERVICES	19,303.93	
		64-210-529210	ENGINEERING SERVICES	18,566.00	
		68-202-529902	OTHER CONTRACTUAL SERVICES	6,728.00	
		68-202-539902	OTHER SUPPLIES	40.00	
		68-210-529210	ENGINEERING SERVICES	4,237.75	
		68-210-529210-E00003	ENGINEERING SERVICES	57,911.78	
		68-210-529910	OTHER CONTRACTUAL SERVICES	1,000.00	
		82-201-529901	OTHER CONTRACTUAL SERVICES	97.93	
		82-202-522302	WATER & SEWER SERVICE	58.95	
		82-202-527402	METER REPAIRS	2,200.00	
		83-201-529901	OTHER CONTRACTUAL SERVICES	97.93	
		83-202-529302	LABORATORY TESTING	570.00	
		83-202-529902	OTHER CONTRACTUAL SERVICES	1,923.76	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	24,728.24	
		35	RECREATION FUND	9,410.89	
		36	PARKS FUND	1,480.05	
		41	SWIMMING POOL & REC FUND	1,394.62	
		60	STREET IMPROVEMENT FUND	19,303.93	

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

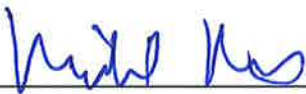
EXP CHECK RUN DATES 06/30/2025 - 06/30/2025

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
		64	CAPITAL PROJECTS FUND	18,566.00	
		68	STORMWATER BUYOUT FUND	69,917.53	
		82	WATER SUPPLY FUND	2,356.88	
		83	WASTEWATER FUND	2,591.69	
		Total For All Funds:		149,749.83	

 6-27-25

 6-27-25

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 07/21/2025 - 07/21/2025

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					
10-110-521100	LEGAL SERVICES JUNE 2025	GARDINER KOCH WEISBERG	LEGAL SERVICES JUNE 2025	88.00	None
10-110-521102	COURT REPORTING SERVICES 5	DOERING REPORTING INC	COURT REPORTING SERVICES 5/19/25 & 6/	750.00	None
10-110-521102	ADMINISTRATIVE HEARINGS 6/	OTTOSEN DINOLFO	ADMINISTRATIVE HEARINGS 6/5/25 & 6/19	963.50	None
10-110-529900	93415 06/01/2025	STORINO RAMELLO & DURKIN	00016 KENILWORTH TIF DISTRICT TIF 5	324.60	None
10-110-529900	93273 05/01/2025	STORINO RAMELLO & DURKIN	GENERAL MATTER 00001	26,766.89	None
10-110-529900	93274 -05/01/2025	STORINO RAMELLO & DURKIN	00012 NORTH ARDMORE TIF 6	7,397.85	None
10-110-529900	93275-05/01/2025	STORINO RAMELLO & DURKIN	00014 NORTH AVE TIF 3	324.40	None
10-110-529900	93276 05/01/2025	STORINO RAMELLO & DURKIN	00015 ST CHARLES RD TIF DIST 4	915.65	None
10-110-565600	BFPC LEGAL SERVICES/RETAIN	OTTOSEN DINOLFO	BFPC LEGAL SERVICES/RETAINER	950.00	None
Total Department 110 PUBLIC AFFAIRS				38,480.89	
Department: 120 MANAGER-ADMINISTRATION					
10-120-529900	INTERNET SERVICE	COMCAST	INTERNET SERVICE JUL/25-08/25	4,170.79	None
Total Department 120 MANAGER-ADMINISTRATION				4,170.79	
Department: 121 MANAGER-IT					
10-121-527001	LAPTOP	DELL MARKETING LP	LAPTOP	2,567.32	None
10-121-529901	STUDIO SOFTWARE	FULL COMPASS SYSTEMS LTD	STUDIO SOFTWARE	613.55	None
10-121-529901	TRAINING	CIVICPLUS LLC	TRAINING	240.00	None
10-121-529901	MONTHLY TIMECLOCK SOFTWARE	COMMEG SYSTEMS INC	MONTHLY TIMECLOCK SOFTWARE	961.00	None
Total Department 121 MANAGER-IT				4,381.87	
Department: 130 FINANCE					
10-130-529900	SERVICE PRODUCTION UTILITY	AMERICAN PRINTING TECHNOLO	PRODUCTION SERVICE #6 2025	208.35	None
Total Department 130 FINANCE				208.35	
Department: 140 COMMUNITY DEVELOPMENT					
10-140-521000	WIRELESS SERVICE FROM 05/2	T-MOBILE USA (PW)	WIRELESS SERVICE FROM 05/21/25 to 06/	30.80	None
Total Department 140 COMMUNITY DEVELOPMENT				30.80	
Department: 150 CENTRAL SERVICES					
10-150-521000	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	1,549.14	None
Total Department 150 CENTRAL SERVICES				1,549.14	
Department: 160 BUILDINGS & GROUNDS					
10-160-522300	WWFTF	VILLAGE OF VILLA PARK UTIL	WWFTF	6,465.38	None
10-160-529900	QTR DEPOT BURGLAR ALARM	SMG SECURITY SYSTEMS INC	QTR BURGLAR ALARM JULY- SEPT	1,968.87	None
10-160-529900	OTHER CONTRACTUAL SERVICES	GATE OPTIONS	AUTOMATED GATE REPAIRS AT THE FLEET F	210.00	None
10-160-529900	DOOR REPAIR PW SIGN SHOP	ALLIED GARAGE DOOR INC	DOOR REPAIR PW SIGN SHOP	255.00	None
10-160-529900	FIRE #81 DOOR REPAIR	ALLIED GARAGE DOOR INC	FIRE #81 DOOR REPAIR	691.02	None
10-160-529900	VH DOOR REPAIR	ALLIED GARAGE DOOR INC	VH DOOR REPAIR	580.97	None
10-160-529900	FIRE STATION 81 DOOR REPAIR	ALLIED GARAGE DOOR INC	FIRE STATION 81 DOOR REPAIR	238.00	None
10-160-529900	FIRE STATION 81# DOOR REPAIR	ALLIED GARAGE DOOR INC	FIRE STATION 81# DOOR REPAIR EMERGENCY	1,228.54	None
10-160-529900	PD MAINTENANCE MAY	ACITELLI HEATING & PIPING	PD MAINTENANCE MAY	1,566.22	None
10-160-529900	11 W HOME AVE WIRELESS MON	JOHNSON CONTROLS SECURITY	11 W HOME AVE WIRELESS MONITORING JUN	164.36	None
10-160-529900	POLICE FRAGRANCE DISPENSER	STATE INDUSTRIAL PRODUCTS	POLICE FRAGRANCE DISPENSER SYSTEM REF	222.48	None
10-160-529900	PW FRAGRANCE SYSTEM	STATE INDUSTRIAL PRODUCTS	PW FRAGRANCE SYSTEM	222.48	None
10-160-529900	OTHER CONTRACTUAL SERVICES	GATE OPTIONS	FLEET GATE REPAIRS	610.00	None
10-160-531500	WASH BAY CURTINS	MCMMASTER CARR	WASH BAY CURTINS	1,183.47	None
10-160-539900	FLAGS - ALL BRANCHES	UNCOMMON USA INC	FLAGS - ALL BRANCHES	555.00	None
Total Department 160 BUILDINGS & GROUNDS				16,161.79	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 170 COMMUTER PARKING LOT					
10-170-529900	QTR METRA BURGLAR MONITORI	SMG SECURITY SYSTEMS INC	QTR BURGLAR ALARM JULY- SEPT	114.03	None
10-170-529900	FLOWBIRD WEB PERMIT APR,MAY	TOTAL PARKING SOLUTIONS	FLOWBIRD WEB PERMIT APR,MAY,JUNE	55.00	None
Total Department 170 COMMUTER PARKING LOT				169.03	
Department: 180 GARAGE					
10-180-521505	UNIFORMS, RAGS, MATS CLEAN	CINTAS CORPORATION	UNIFORMS, RAGS, MATS CLEANING	90.42	None
10-180-521505	UNIFORMS, RAGS CLEANING	CINTAS CORPORATION	UNIFORMS, RAGS CLEANING	71.63	None
10-180-530200	COOLANT 55 GALLON DRUM	HERITAGE CRYSTAL CLEAN LLC	COOLANT 55 GALLON DRUM	470.45	None
10-180-530900	GASOLINE PURCHASE 6501 GAL	AL WARREN OIL COMPANY INC	GASOLINE PURCHASE 6501 GALLONS	16,089.97	None
10-180-530900	DIESEL FUEL PURCHASE 1500	AL WARREN OIL COMPANY INC	DIESEL FUEL PURCHASE 1500 GALLONS	4,284.75	None
10-180-531000	FIRE AMBULANCE M80 REPLACE	BRAD MANNING FORD INC	FIRE AMBULANCE M80 REPLACE EVAPORATOR	2,752.20	None
10-180-531000	UNIFORMS, RAGS CLEANING	CINTAS CORPORATION	UNIFORMS, RAGS CLEANING	71.63	None
10-180-531000	PW 17 LOADER TIRE REPAIR	WENTWORTH TIRE SERVICE	PW 17 LOADER TIRE REPAIR	337.49	None
10-180-531000	POLICE 147 LEFT FRONT TIRE	WENTWORTH TIRE SERVICE	POLICE 147 LEFT FRONT TIRE	143.39	None
10-180-531000	PW 17 FRONT WINDOW WIPER B	WEST SIDE TRACTOR SALES CO	PW 17 FRONT WINDOW WIPER BLADE	68.69	None
10-180-531000	ZM80 PW CHASSIS AIR LINE	ACME TRUCK BRAKE	ZM80 PW CHASSIS AIR LINE FITTING FOR	54.28	None
10-180-531000	PARKS 250 SAFETY LANE TEST	SUBURBAN DRIVELINE INC	PARKS 250 SAFETY LANE TEST	45.00	None
10-180-531000	FIRE E82 RIGHT REASR DOOR	MACQUEEN EMERGENCY	FIRE E82 RIGHT REASR DOOR LOCK ACTUAT	43.44	None
10-180-531000	STOCK BRAKE PADS FOR EXPLO	BRAD MANNING FORD INC	STOCK BRAKE PADS FOR EXPLORERS	69.99	None
Total Department 180 GARAGE				24,593.33	
Department: 201 ADMINISTRATION					
10-201-520201	MEAL REIMBURSEMENT - TRAIN	BASTIAN, JOSEPH	MEAL REIMBURSEMENT - TRAINING	114.89	None
10-201-520201	MEAL/GAS REIMBURSEMENT - T	GIAMMARINO, DONALD	MEAL/GAS REIMBURSEMENT - TRAINING	33.00	None
10-201-520201	MEAL/GAS REIMBURSEMENT - T	PEREZ, ERNESTO	MEAL/GAS REIMBURSEMENT - TRAINING	168.62	None
10-201-520201	LEO DRIVING TECH SGT WALSH	NORTH EAST MULTI-REGIONAL	LEO DRIVING TECH SGT WALSH/OFC TEMESV	900.00	None
10-201-520201	VORTEZ TRAINING DETS BASTI	NORTH EAST MULTI-REGIONAL	VORTEZ TRAINING DETS BASTIAN/PEREZ	650.00	None
10-201-521001	POLE CAMERAS & EMPLOYEE CE	VERIZON WIRELESS	POLE CAMERAS & EMPLOYEE CELL JUNE 2-J	1,233.98	None
10-201-531701	CHAIR FOR JACY	VILLA PARK OFFICE EQUIPMEN	CHAIR FOR JACY	295.99	None
Total Department 201 ADMINISTRATION				3,396.48	
Department: 208 POLICE-DETECTIVES					
10-208-529908	PHLEBOTOMY SERVICES VPPC25	ILLINOIS PHLEBOTOMY SERVIC	PHLEBOTOMY SERVICES VPPC2501007	425.00	None
Total Department 208 POLICE-DETECTIVES				425.00	
Department: 209 POLICE-PATROL					
10-209-529909	LICENSE PLATE RENEWAL - CO	ILLINOIS SECRETARY OF STAT	LICENSE PLATE RENEWAL - CONF PLATES	151.00	None
Total Department 209 POLICE-PATROL				151.00	
Department: 232 AMBULANCE/PARAMEDIC					
10-232-540102	GEMT 3RD & 4TH QTR 2024	IL DEPT OF HEALTHCARE	GEMT 2024 Q3&4, 2025 Q1	432,052.98	None
Total Department 232 AMBULANCE/PARAMEDIC				432,052.98	
Department: 251 PW-ADMN					
10-251-529901	CAR WASH	WASHU LLC	CAR WASH	5.00	None
10-251-529901	CAR WASH	ZIPS CAR WASH LLC	CAR WASH	3.00	None
Total Department 251 PW-ADMN				8.00	
Department: 255 PW-TRAFFIC					
10-255-539325	TRANSFORMER BASES	PJD ELECTRICAL SALES INC	TRANSFORMER BASES	2,345.00	None
10-255-539525	PICK-UP AND DROP-OFF SIGNS	TRAFFIC CONTROL & PROTECTI	PICK-UP AND DROP-OFF SIGNS	178.75	None
10-255-539525	FLARED LEG BRACKETS	TRAFFIC CONTROL & PROTECTI	FLARED LEG BRACKETS	225.00	None

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 10 CORPORATE FUND					
Department: 255 PW-TRAFFIC					
10-255-539525	HANDICAP PARKING SIGNS	TRAFFIC CONTROL & PROTECTI	HANDICAP PARKING SIGNS	426.00	None
Total Department 255 PW-TRAFFIC				3,174.75	
Department: 257 PW-STREET MAINT					
10-257-534227	HMA SC N50 D	DUPAGE MATERIALS COMPANY L	HMA SC N50 D	1,054.08	None
10-257-534227	HMA N50M SC	DUPAGE MATERIALS COMPANY L	HMA N50M SC	539.54	None
10-257-534227	HMA SC N70	DUPAGE MATERIALS COMPANY L	HMA SC N70	828.06	None
Total Department 257 PW-STREET MAINT				2,421.68	
Department: 258 PW-FORESTRY					
10-258-529928	REPAIR CHAIN SAW	ALEXANDER EQUIPMENT CO	REPAIR CHAIN SAW	126.75	None
10-258-532228	VICE ASSEMBLY	ALEXANDER EQUIPMENT CO	VICE ASSEMBLY	234.95	None
Total Department 258 PW-FORESTRY				361.70	
Total Fund 10 CORPORATE FUND				531,737.58	
Fund: 11 GENERAL FUND-CAPITAL					
Department: 202 EQUIP & SUPPLIES					
11-202-540102	Tool tray	Acmetools.Com	Tool tray	122.99	None
11-202-540102	CAPITAL OUTLAY	AQUA PURE ENTERPRISES INC	JEFFERSON POOL REPLACEMENT FILTER ASS	20,816.00	None
11-202-540102	CAPITAL OUTLAY	IPS WATERSLIDES INC	SPRING WATERSLIDE ACRYLIC-SEALANT MAI	1,200.00	None
11-202-540102	CAPITAL OUTLAY	IPS WATERSLIDES INC	MUSHROOM WATERFALL TOP RESURFACING	2,250.00	None
11-202-540102	ICC ASBESTOS PROJECT DESIG	MIDWEST ENVIRONMENTAL	ICC ASBESTOS PROJECT DESIGN AND BIDDI	3,500.00	None
Total Department 202 EQUIP & SUPPLIES				27,888.99	
Total Fund 11 GENERAL FUND-CAPITAL				27,888.99	
Fund: 34 NEDSRA FUND					
Department: 202 EQUIP & SUPPLIES					
34-202-540102	CAPITAL OUTLAY	THREE OAKS GROUNDCOVERS	INSTALL OF ACCESSIBLE PLAYGROUND MULC	5,000.00	None
Total Department 202 EQUIP & SUPPLIES				5,000.00	
Total Fund 34 NEDSRA FUND				5,000.00	
Fund: 35 RECREATION FUND					
Department: 201 ADMINISTRATION					
35-201-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	364.38	None
35-201-529501	CY25 PORTABLE TOILETS FOR	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILETS FOR SUMMER FEST	270.00	None
Total Department 201 ADMINISTRATION				634.38	
Department: 216 PRP-BLDG & GROUNDS					
35-216-529916	QTR IOWA/DEP FIRE AND BURG	SMG SECURITY SYSTEMS INC	QTR BURGLAR ALARM JULY- SEPT	607.02	None
35-216-529916	VPRC ALARM SYSTEM MONITORI	SMG SECURITY SYSTEMS INC	VPRC ALARM SYSTEM MONITORING JULY	105.00	None
Total Department 216 PRP-BLDG & GROUNDS				712.02	
Department: 235 PRR-SUMMER					
35-235-528135	RENTAL OF EQUIPMENT	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILETS/HAND WASH JUNE	565.00	None
35-235-529935	CY25 SUMMER CONTRACTUAL YO	CHICAGO ELITE VOLLEYBALL C	CY25 SUMMER CONTRACTUAL YOUTH VOLLEYB	952.00	None
35-235-529935	CY25 AMERICAN RED CROSS WS	AMERICAN RED CROSS	CY25 AMERICAN RED CROSS WSI AND BSI C	267.00	None
35-235-529935	YOUTH CONTRACTUAL PROGRAM	FAMBRO MANAGEMENT LLC	YOUTH CONTRACTUAL PROGRAM STEAM	270.00	None
Total Department 235 PRR-SUMMER				2,054.00	

Department: 236 PRR-FALL-WNTR-SPRING

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 35 RECREATION FUND					
Department: 236 PRR-FALL-WNTR-SPRING					
35-236-529936	5/22 LOTS DO LUNCH CARRY O	MICHAEL ANTHONY'S PIZZA	5/22 LOTS DO LUNCH CARRY OUT	221.00	None
35-236-529936	ICE CREAM PRODUSTE TO SELL	GOLD MEDAL CHICAGO ML30	ICE CREAM PRODUSTE TO SELL @ SUMMER C	755.94	None
35-236-529936	CY25 CONTRACTURAL YOUTH VO	CHICAGO ELITE VOLLEYBALL C	CY25 CONTRACTURAL YOUTH VOLLEY PROGRA	1,680.00	None
Total Department 236 PRR-FALL-WNTR-SPRING				2,656.94	
Total Fund 35 RECREATION FUND				6,057.34	
Fund: 36 PARKS FUND					
Department: 201 ADMINISTRATION					
36-201-520201	REIMBURSEMENT CDL LICENSE	FERGUSON, JEREME	REIMBURSEMENT CDL LICENSE	66.46	None
36-201-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	66.06	None
Total Department 201 ADMINISTRATION				132.52	
Department: 202 EQUIP & SUPPLIES					
36-202-529902	CY25 PORTABLE TOILET AT WE	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT WESTLAN PARK	132.50	None
36-202-529902	CY25 PORTABLE TOILET AT WE	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT WESTMORE PARK	120.00	None
36-202-529902	CY25 PORTABLE TOILET AT WE	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT WILLOWBROOK P	120.00	None
36-202-529902	CY25 PORTABLE TOILETS FOR	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT NORTH TERRACE	120.00	None
36-202-529902	CY25 PORTABLE TOILETS/HAN	SBC WASTE SOLUTIONS INC	CY25 PORTABLE TOILET AT TOT LOT HARVA	120.00	None
36-202-529902	OTHER CONTRACTUAL SERVICES	DAWSON'S TREE SERVICE	LUFKIN PARK HAZARDOUS TREE REMOVAL	3,015.00	None
36-202-529902	OTHER CONTRACTUAL SERVICES	MAUL ENTERPRISES INC	CRACKFILL, SEALCOAT, STRIPE OF LUFKIN	4,435.00	None
36-202-529902	TWIN LAKES - NATIVE AREA M	V3 CONSTRUCTION GROUP LTD	TWIN LAKES - NATIVE AREA MANAGEMENT -	2,825.00	None
36-202-529902	TWIN LAKES - NATIVE AREA M	V3 CONSTRUCTION GROUP LTD	TWIN LAKES - NATIVE AREA MANAGEMENT -	2,825.00	None
36-202-531802	PLAYGROUND EQUIPMENT PARTS	THREE OAKS GROUNDCOVERS	INSTALL OF ACCESSIBLE PLAYGROUND MULC	4,100.00	None
36-202-539902	CYLINDER RENTAL	TERRACE SUPPLY COMPANY	CYLINDER RENTAL JUNE	18.90	None
36-202-539902	CYLINDER RENTAL PARK & REC	TERRACE SUPPLY COMPANY	CYLINDER RENTAL PARK & REC JUNE	12.60	None
36-202-540102	CAPITAL OUTLAY	UPLAND DESIGN LTD	LIONS PARK DESIGN DEVELOPMENT MAY 15-	7,709.77	None
Total Department 202 EQUIP & SUPPLIES				25,553.77	
Total Fund 36 PARKS FUND				25,686.29	
Fund: 41 SWIMMING POOL & REC FUND					
Department: 202 EQUIP & SUPPLIES					
41-202-529902	JEFFERSON POOL MAINTENANCE	ACITELLI HEATING & PIPING	JEFFERSON POOL MAINTENANCE MAY	1,779.47	None
Total Department 202 EQUIP & SUPPLIES				1,779.47	
Department: 301 POOL&REC-ADMIN					
41-301-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	61.79	None
Total Department 301 POOL&REC-ADMIN				61.79	
Department: 302 POOL					
41-302-529902	OTHER CONTRACTUAL SERVICES	AQUA PURE ENTERPRISES INC	JEFFERSON POOL BABY POOL CONTROLLER M	1,763.82	None
41-302-530203	CHEMICALS	AQUA PURE ENTERPRISES INC	POOL CHEMICALS	9,975.29	None
41-302-530203	CHEMICALS	AQUA PURE ENTERPRISES INC	POOL CHEMICALS	5,013.05	None
41-302-532503	GENERAL EQUIPMENT PARTS	AQUA PURE ENTERPRISES INC	VINYL LINER CLEANER	1,001.76	None
41-302-532503	GENERAL EQUIPMENT PARTS	AQUA PURE ENTERPRISES INC	VINYL LINER CLEANER	250.44	None
Total Department 302 POOL				18,004.36	
Total Fund 41 SWIMMING POOL & REC FUND				19,845.62	
Fund: 60 STREET IMPROVEMENT FUND					
Department: 202 EQUIP & SUPPLIES					

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK

EXP CHECK RUN DATES 07/21/2025 - 07/21/2025

POSTED AND UNPOSTED OPEN AND PAID

BANK ACCOUNTS: 1 - HARRIS - DISBURSEMENT

GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Amount	Check Number
Fund: 60 STREET IMPROVEMENT FUND					
Department: 202 EQUIP & SUPPLIES					
60-202-521002	DEVICE REIMBURSEMENT - 202 MANTELS, KEVIN		PHONE REIMBURSEMENT - 2025-06	49.98	None
			Total Department 202 EQUIP & SUPPLIES	49.98	
Department: 603 REFERENDUM 2014					
60-603-529903-E00002	HARVARD (PLYMOUTH TO RIDGE SCHROEDER ASPHALT SVCS INC	HARVARD (PLYMOUTH TO RIDGE) CONSTRUCT		145,167.06	None
			Total Department 603 REFERENDUM 2014	145,167.06	
			Total Fund 60 STREET IMPROVEMENT FUND	145,217.04	
Fund: 68 STORMWATER BUYOUT FUND					
Department: 202 EQUIP & SUPPLIES					
68-202-529202	PERMITTING; BUCKEYE PIPELI V3 COMPANIES OF ILLINOIS	PERMITTING; BUCKEYE PIPELINE		1,388.78	None
68-202-529202	PERMITTING; NORTH AV E 023 V3 COMPANIES OF ILLINOIS	PERMITTING; NORTH AV E 0231 (BELLE TI		1,541.68	None
68-202-529202	SALT CREEK OUTFALL PHASE 2 V3 COMPANIES OF ILLINOIS	SALT CREEK OUTFALL PHASE 2 DE		7,538.12	None
68-202-529202	PERMITTING; NORTH AV E 023 V3 COMPANIES OF ILLINOIS	PERMITTING; NORTH AV E 0231 (BELLE TI		493.36	None
68-202-529202	SALT CREEK OUTFALL PHASE 2 V3 COMPANIES OF ILLINOIS	SALT CREEK OUTFALL PHASE 2 DE		4,119.62	None
68-202-529202	PERMITTING; NORTH AV E 023 V3 COMPANIES OF ILLINOIS	PERMITTING; NORTH AV E 0231 (BELLE TI		740.00	None
68-202-529202	PERMITTING; HARVARD & SIDN V3 COMPANIES OF ILLINOIS	PERMITTING; HARVARD & SIDNEY		307.46	None
68-202-529202	PERMITTING; NORTH AV E 023 V3 COMPANIES OF ILLINOIS	PERMITTING; NORTH AV E 0231 (BELLE TI		555.04	None
68-202-529202	PERMITTING; PRINCETON N 09 V3 COMPANIES OF ILLINOIS	PERMITTING; PRINCETON N 0904		702.34	None
68-202-529202	SALT CREEK OUTFALL PHASE 2 V3 COMPANIES OF ILLINOIS	SALT CREEK OUTFALL PHASE 2 DE		278.73	None
		Total Department 202 EQUIP & SUPPLIES		17,665.13	
Department: 210 CONTRACTUAL - SP REV FUNDS					
68-210-529210	JACKSON AREA PHASE 2 DE SU V3 COMPANIES OF ILLINOIS	JACKSON AREA PHASE 2 DE SUPP		983.73	None
		Total Department 210 CONTRACTUAL - SP REV FUNDS		983.73	
		Total Fund 68 STORMWATER BUYOUT FUND		18,648.86	
Fund: 82 WATER SUPPLY FUND					
Department: 201 ADMINISTRATION					
82-201-521001	WIRELESS SERVICE FROM 04/2 T-MOBILE USA (PW)	WIRELESS SERVICE FROM 05/21/25 to 06/		34.83	None
82-201-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS PHONE SERVICE		44.75	None
82-201-529901	INTERNET SERVICE	COMCAST	INTERNET SERVICE JUL/25-08/25	109.76	None
82-201-532101	JUNE WATER PUMPAGE	DUPAGE WATER COMMISSION	JUNE WATER PUMPAGE	289,217.00	None
82-201-540101-E00002	HARVARD (PLYMOUTH TO RIDGE SCHROEDER ASPHALT SVCS INC	HARVARD (PLYMOUTH TO RIDGE) CONSTRUCT		96,778.04	None
82-201-540102	546 S ARDMORE-LEAD SERVICE	STEPHEN T. KING & TANIA BO	546 S ARDMORE-LEAD SERVICE REIMB	5,000.00	None
82-201-540201	iPad	T-MOBILE USA (PW)	WIRELESS SERVICE FROM 05/21/25 to 06/	179.00	None
		Total Department 201 ADMINISTRATION		391,363.38	
Department: 202 EQUIP & SUPPLIES					
82-202-529302	LEAD & COPPER SAMPLES	PACE ANALYTICAL SERVICES L LEAD & COPPER SAMPLES		175.00	None
82-202-529302	LEAD & COPPER SAMPLES	PACE ANALYTICAL SERVICES L LEAD & COPPER SAMPLES		35.00	None
82-202-529302	LEAD & COPPER SAMPLES	PACE ANALYTICAL SERVICES L LEAD & COPPER SAMPLES		175.00	None
82-202-529302	LEAD & COPPER SAMPLES	PACE ANALYTICAL SERVICES L LEAD & COPPER SAMPLES		70.00	None
82-202-529302	LEAD & COPPER SAMPLES	PACE ANALYTICAL SERVICES L LEAD & COPPER SAMPLES		70.00	None
82-202-529302	LEAD & COPPER SAMPLES	PACE ANALYTICAL SERVICES L LEAD & COPPER SAMPLES		43.76	None
82-202-529302	LEAD & COPPER WATER SAMPLE	PACE ANALYTICAL SERVICES L LEAD & COPPER WATER SAMPLES		140.00	None
82-202-529902	AVL MONTHLY SUBSCRIPTION	PRECISE MRM LLC	AUTOMATIC VEHICLE LOCATION (AVL) MONT	580.00	None
82-202-529902	AVL MONTHLY SUBSCRIPTION	PRECISE MRM LLC	AUTOMATIC VEHICLE LOCATION (AVL) MONT	580.00	None
82-202-534302	STONE FOR STOCKPILE	BELL CARTAGE CORP.	STONE FOR STOCKPILE	1,141.68	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	3 YDS CONCRETE	848.25	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: 82 WATER SUPPLY FUND					
Department: 202 EQUIP & SUPPLIES					
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	3YDS CONCRETE	780.75	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	6TDS CONCRETE	1,225.00	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	3 YDS CONCRETE	825.75	None
82-202-534402	CONCRETE - REDI MIX	WESTMORE SUPPLY CO	2 1/2 YDS CONCRETE	685.00	None
82-202-535402	3/4" IPERL WATER METERS	CORE & MAIN	3/4" IPERL WATER METERS	19,840.00	None
Total Department 202 EQUIP & SUPPLIES				27,215.19	
Total Fund 82 WATER SUPPLY FUND				418,578.57	
Fund: 83 WASTEWATER FUND					
Department: 201 ADMINISTRATION					
83-201-521001	WIRELESS SERVICE FROM 04/2	T-MOBILE USA (PW)	WIRELESS SERVICE FROM 05/21/25 to 06/	4.03	None
83-201-521001	PHONE SERVICE	GRANITE TELECOMMUNICATIONS	PHONE SERVICE	44.75	None
83-201-529901	SERVICE PRODUCTION UTILITY	AMERICAN PRINTING TECHNOLO	PRODUCTION SERVICE #6 2025	416.70	None
83-201-529901	INTERNET SERVICE	COMCAST	INTERNET SERVICE JUL/25-08/25	109.76	None
83-201-540201	iPad	T-MOBILE USA (PW)	WIRELESS SERVICE FROM 05/21/25 to 06/	179.00	None
Total Department 201 ADMINISTRATION				754.24	
Department: 202 EQUIP & SUPPLIES					
83-202-522402	PERMIT FEE REIMBURSEMENT	JONATHAN BERNSTEIN	702 S SUMMIT - HOME FLOOD PREVENTION	200.00	None
83-202-529902	AVL MONTHLY SUBSCRIPTION	PRECISE MRM LLC	AUTOMATIC VEHICLE LOCATION (AVL) MONT	580.00	None
83-202-529902	AVL MONTHLY SUBSCRIPTION	PRECISE MRM LLC	AUTOMATIC VEHICLE LOCATION (AVL) MONT	580.00	None
83-202-530202	WWFTF CHLORINE FEES	ALEXANDER CHEMICAL CORP	WWFTF CHLORINE FEES	80.40	None
83-202-534302	STONE FOR STOCKPILE	BELL CARTAGE CORP.	STONE FOR STOCKPILE	1,141.68	None
83-202-540102	702 S SUMMIT - HOME FLOOD	JONATHAN BERNSTEIN	702 S SUMMIT - HOME FLOOD PREVENTION	5,000.00	None
Total Department 202 EQUIP & SUPPLIES				7,582.08	
Total Fund 83 WASTEWATER FUND				8,336.32	

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
--- TOTALS BY GL DISTRIBUTION ---					
		10-110-521100	LEGAL SERVICES	88.00	
		10-110-521102	LEGAL SERVICES-POLICE	1,713.50	
		10-110-529900	OTHER CONTRACTUAL SERVICES	35,729.39	
		10-110-565600	FIRE & POLICE COMMISSION	950.00	
		10-120-529900	OTHER CONTRACTUAL SERVICES	4,170.79	
		10-121-527001	MAINT OF OFFICE EQUIPMENT	2,567.32	
		10-121-529901	OTHER CONTRACTUAL SERVICES	1,814.55	
		10-130-529900	OTHER CONTRACTUAL SERVICES	208.35	
		10-140-521000	TELEPHONE	30.80	
		10-150-521000	TELEPHONE	1,549.14	
		10-160-522300	WATER & SEWER SERVICE	6,465.38	
		10-160-529900	OTHER CONTRACTUAL SERVICES	7,957.94	
		10-160-531500	BUILDING MAINT SUPPLIES	1,183.47	
		10-160-539900	OTHER SUPPLIES	555.00	
		10-170-529900	OTHER CONTRACTUAL SERVICES	169.03	
		10-180-521505	SHOP SERVICES	162.05	
		10-180-530200	CHEMICALS	470.45	
		10-180-530900	GAS & DIESEL FUEL	20,374.72	
		10-180-531000	MOTOR VEHICLE PARTS & ACCESS	3,586.11	
		10-201-520201	TRAINING & CONFERENCES	1,866.51	
		10-201-521001	TELEPHONE	1,233.98	
		10-201-531701	OFFICE SUPPLIES	295.99	
		10-208-529908	OTHER CONTRACTUAL SERVICES	425.00	
		10-209-529909	OTHER CONTRACTUAL SERVICES	151.00	
		10-232-540102	CAPITAL OUTLAY	432,052.98	
		10-251-529901	OTHER CONTRACTUAL SERVICES	8.00	
		10-255-539325	STREET LIGHTING MATERIALS	2,345.00	
		10-255-539525	STREET SIGN MATERIALS	829.75	
		10-257-534227	ASPHALT MIX	2,421.68	
		10-258-529928	OTHER CONTRACTUAL SERVICES	126.75	
		10-258-532228	HAND TOOLS	234.95	
		11-202-540102	CAPITAL OUTLAY	27,888.99	
		34-202-540102	CAPITAL OUTLAY	5,000.00	
		35-201-521001	TELEPHONE	364.38	
		35-201-529501	SUMMER FESTIVAL	270.00	
		35-216-529916	OTHER CONTRACTUAL SERVICES	712.02	
		35-235-528135	RENTAL OF EQUIPMENT	565.00	
		35-235-529935	OTHER CONTRACTUAL SERVICES	1,489.00	
		35-236-529936	OTHER CONTRACTUAL SERVICES	2,656.94	
		36-201-520201	TRAINING & CONFERENCES	66.46	
		36-201-521001	TELEPHONE	66.06	
		36-202-529902	OTHER CONTRACTUAL SERVICES	13,712.50	
		36-202-531802	PLAYGROUND EQUIPMENT PARTS	4,100.00	
		36-202-539902	OTHER SUPPLIES	31.50	
		36-202-540102	CAPITAL OUTLAY	7,709.77	
		41-202-529902	OTHER CONTRACTUAL SERVICES	1,779.47	
		41-301-521001	TELEPHONE	61.79	
		41-302-529902	OTHER CONTRACTUAL SERVICES	1,763.82	
		41-302-530203	CHEMICALS	14,988.34	

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
		41-302-532503	GENERAL EQUIPMENT PARTS	1,252.20	
		60-202-521002	TELEPHONE	49.98	
		60-603-529903-E00002	OTHER CONTRACTUAL	145,167.06	
		68-202-529202	ENGINEERING SERVICES	17,665.13	
		68-210-529210	ENGINEERING SERVICES	983.73	
		82-201-521001	TELEPHONE	79.58	
		82-201-529901	OTHER CONTRACTUAL SERVICES	109.76	
		82-201-532101	PURCHASE OF WATER	289,217.00	
		82-201-540101-E00002	CAPITAL OUTLAY	96,778.04	
		82-201-540102	CAPITAL OUTLAY - LEAD SVC LINE REIMBU	5,000.00	
		82-201-540201	NON-CAPITAL OUTLAY	179.00	
		82-202-529302	LABORATORY TESTING	708.76	
		82-202-529902	OTHER CONTRACTUAL SERVICES	1,160.00	
		82-202-534302	STONE	1,141.68	
		82-202-534402	CONCRETE - REDI MIX	4,364.75	
		82-202-535402	WATER METERS	19,840.00	
		83-201-521001	TELEPHONE	48.78	
		83-201-529901	OTHER CONTRACTUAL SERVICES	526.46	
		83-201-540201	NON-CAPITAL OUTLAY	179.00	
		83-202-522402	PERMIT FEE REIMBURSEMENT	200.00	
		83-202-529902	OTHER CONTRACTUAL SERVICES	1,160.00	
		83-202-530202	CHEMICALS	80.40	
		83-202-534302	STONE	1,141.68	
		83-202-540102	CAPITAL OUTLAY	5,000.00	
--- TOTALS BY FUND ---					
		10	CORPORATE FUND	531,737.58	
		11	GENERAL FUND-CAPITAL	27,888.99	
		34	NEDSRA FUND	5,000.00	
		35	RECREATION FUND	6,057.34	
		36	PARKS FUND	25,686.29	
		41	SWIMMING POOL & REC FUND	19,845.62	
		60	STREET IMPROVEMENT FUND	145,217.04	
		68	STORMWATER BUYOUT FUND	18,648.86	
		82	WATER SUPPLY FUND	418,578.57	
		83	WASTEWATER FUND	8,336.32	
		Total For All Funds:		1,206,996.61	



7-16-25



7-16-25



MEMORANDUM

TO: Village Board of Trustees
FROM: Ryan Morton, Village Attorney
DATE: August 11, 2025
SUBJECT: An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Article XIV of Chapter 2 of the Villa Park Municipal Code Regarding Appointed Boards and Commissions.

RECOMMENDED ACTION:

This Ordinance amends Article XIV of Chapter 2 of the Villa Park Municipal Code to establish policies and procedures for the selection of commissioners and the procedures commissions would follow. This draft ordinance combines policy proposals from Village President Patrick and Trustee Kumar.

BACKGROUND:

While discussing the formation of new commissions over the past few meetings, board members have also discussed the need for overarching policies regarding these commissions. Trustee Kumar and Village President Patrick separately created policy proposals, which were previously distributed to the board. Article XIV of Chapter 2 of the Village Code already contained a few commission policies (ID cards, resignation, junior commissioners), so the two proposals were added to that article. For ease of review, this draft version highlights Village President Patrick's proposals (blue) and Trustee Kumar's proposals (yellow). The rest of the underlined language was either copied from other sections of the Code or added to fill gaps. If the village board ultimately approves this ordinance, other sections should be amended to remove redundancies.

DISCUSSION:

The Village Code currently does not contain many procedures for commissions to follow. This amendment would address that issue, as well as change some of the processes for selection of commissioners.

Section 2-1401 provides an overview of the purpose of having commissions. Section 2-1403 clarifies the role of staff and board liaisons. Section 2-1404 amends the policies surrounding junior commissioners, limiting them to one per commission, lowering their age to 12, and limiting their terms. The JCs would also be chosen by the commissions rather than the village president and village board.

Section 2-1405 largely incorporates many of the membership requirements contained in other

sections. In addition, this would change the appointment process, whereby the village president would no longer make appointments to commissions, subject to the trustees' advice and consent. Instead, the village board would make the appointments directly. Commissioners could only serve on one commission at a time. Anyone interested in becoming a commissioner would need to complete a formal application process, including a background check, following notice of vacancies posted by the village. Expectations for commissioners' participation were added.

Section 2-1406 details commission chairs' responsibilities, and adds an option for commissions to choose their own chairs. Section 2-1408 requires all meetings to be video recorded. Section 2-1410 adds detailed requirements for commission recommendations to the village board. Section 2-1411 allows commissions to form their own subcommittees and their own members of those subcommittees.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, AMENDING ARTICLE XIV OF CHAPTER 2 OF THE VILLA PARK
MUNICIPAL CODE REGARDING APPOINTED BOARDS AND COMMISSIONS**

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 set forth policies and procedures for commissions and boards organized under the Villa Park Municipal Code.

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 XIV ("Appointed Boards and Commissions") of Chapter 2 ("Administration") of the Villa Park Municipal Code is hereby amended by adding the underlined language and deleting the stricken-through language to read as follows:

ARTICLE XIV. – APPOINTED BOARDS AND COMMISSION

Sec. 2-1401. – Overview. ~~Identification-cards.~~

Commissions are advisory bodies created by ordinance to make formal recommendations directly to the Village Board. Commissions are expected to serve as civic think tanks, identifying community needs and proposing forward-thinking solutions that support the village's long-term

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vision. The Village President, with input from the Village Manager, shall oversee compliance of commissions with the provisions of this Article XIV.

~~The village clerk shall issue to each duly appointed member of each board and commission of the Village established by the provisions of state law or municipal ordinance an identification card containing the following information: photo of commission member, name of commission member, commission name and expiration date of the commissioner's term. A registry of each identification card issued and of the signature of each member and commissioner shall be maintained by the village clerk.~~

Sec. 2-1402. – Swearing in.

Each duly appointed member of each board and commission of the village established by the provisions of state law or municipal ordinance shall be sworn in at the meeting of the village board where his/her appointment is made by the president and consented to by the village board or at a prearranged time and place within thirty (30) days of such meeting.

Sec. 2-1403. – Liaisons. Resignation from village board or commission.

- (a) At least one staff member shall be designated by the Village Manager as a staff liaison for each commission or board. Staff liaisons shall provide administrative support and subject matter expertise but shall refrain from steering or directing commission or board conversations. Staff liaisons will implement directives from the Village Board and/or the Village Manager only. Staff liaisons will also assist in agenda distribution and background preparation for meetings.
- (b) At least one village board member shall be designated by the village president as a board liaison for each commission or board. Board liaisons shall serve as a communication bridge between the commission/board and Village Board, ensuring alignment between commission goals and Village Board priorities, and supporting commissions. However, Board liaisons shall not influence or interfere with decision-making. Board liaisons shall report recommendations and major developments from the commissions/boards to the Village Board.

~~Upon resignation from a village board or commission, the commission/board member shall forward a letter of resignation to the village president reflecting the effective date of such resignation. The board or commission member's identification card as described in section 2-1401 and any other indicia of office shall be returned to the village president or the village clerk prior to the effective date of such resignation.~~

Sec. 2-1404. – Junior membership on advisory commissions or committees of the village.

- (a) With respect to those advisory commissions or committees of the village created and established by the village board under this chapter 2, up to one (1) two (2) junior members may be appointed to each such commission or committee by a majority vote

- ~~of the commission or committee, the village president with the advice and consent of the board of trustees,~~ to serve without compensation. Junior members may participate in the meetings and the programs of the commission or committee on which they are appointed but shall not vote on any matter that comes before the commission or committee. Junior members shall be at least twelve years old and between the ages of thirteen (13) and seventeen (17) and residents of the village. Junior members under the age of sixteen (16) shall serve only with the consent of parents or legal guardians. The term for junior members shall be one (1) year. Junior members may serve no more than three (3) consecutive terms.
- (b) The following commissions, committees or boards of the village shall not maintain junior membership positions: the Board of Trustees of the Village of Villa Park, the board of trustees of the police pension board, the board of trustees of the firemen's pension fund, the board of local improvements, the ~~zoning and planning~~ commission, ~~the zoning board of appeals,~~ the fire and police commission, the DuPage Water Commission, the golf course administration board, and any other commission, committee or board established and/or composed under state statute.
- (c) Junior commissioners shall be inducted at the meeting of the ~~commission or committee~~ village board where his/her appointment is made by the president and consented to by the village board or at a prearranged time and place within thirty (30) days of such meeting.

Sec. 2-1405. - Membership.

- (a) Unless otherwise specified within this Article XIV, every commission or board shall consist of seven (7) members who must currently reside, work, or operate a business within Villa Park. All members shall serve without compensation.
- (b) Appointments to commissions or boards created within this Article XIV shall be made and approved by the board of trustees. This requirement shall not apply to any commission, committee or board established and/or composed under state statute, including those referenced in Section 2-1404(b).
- (c) Members may not be appointed to serve on multiple commissions or boards simultaneously. However, members may volunteer as non-voting members of commissions or boards if approved by the respective commission or board.
- (d) Unless otherwise specified within this Article XIV, every member of a commission or board shall serve a 3-year term, which shall be staggered so that a similar number of terms end each year. The village board shall designate the varied term lengths for initial appointees to commissions or boards. Members shall continue to hold office for their designated terms and until their successors have been appointed. In the event a vacancy creates an unexpired term, the village board shall appoint someone to complete the remainder of that term.

- (e) All appointments shall expire the thirty-first (31st) of May of the appropriate year. Any member may resign at any time during the term for which he/she was appointed, which resignation shall be addressed to the village board. Vacancies on the commission shall be filled for the unexpired term of the member whose position becomes vacant in the manner provided herein.
- (f) On or before May 1, the Village shall post a public notice at Village Hall and on the Village's website inviting applications for boards and commissions. This notice shall list the terms that will expire that year. The Village shall also post a notice in the same manner when a vacancy in a board or commission occurs. Members who desire to continue serving on a board or commission in that capacity for an additional term shall express their interest to the village board in writing by May 1 of the year in which their term ends.
- (g) Those seeking an appointment to a commission or board must apply by submitting a statement of interest or Curriculum Vitae addressed to the village board. This requirement also applies to any member currently serving on a commission or board who wants to keep serving in that capacity. All applications for a commission or board will be reviewed by the village president and the trustee serving as a liaison to that commission or board. Applicants will be required to submit to a background check by the police department. Applicants may be asked to interview for the position. Following their review, the village president and liaison trustee will recommend a candidate to the village board for its approval.
- (h) If any member of a commission or board ceases to maintain the status qualifying him/her for appointment, or fails to attend three (3) consecutive meetings of the commission without being excused by a vote of a majority of the members of the commission, the village board shall have cause to terminate the member's 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 a new appointment shall be made as provided herein. Any member of a commission or board may be removed for cause by village board.
- (i) All members are expected to uphold ethical standards, comply with all Village ordinances and statutes (including the Open Meetings Act), and conduct themselves in a professional manner. Members are expected to actively participate in discussions and make thoughtful and strategic recommendations to the village board. Members shall treat staff liaisons with respect and shall avoid excessive or unreasonable requests.

Sec. 2-1406. – Officer Appointments.

The Village President shall appoint the Chair of each commission from among those members appointed, with the advice and consent of the village board. The Chair's term shall be three (3)

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years. This ensures consistent leadership and alignment with the Village's strategic goals. Commission members may recommend candidates for Chair, but final appointment authority rests with the Village President. The Chair shall create meeting agendas, with input from other members and assistance from the Staff Liaison. A Vice-Chair and a Secretary shall be elected by the members of each respective commission for a term of three (3) years. The Village Board may also choose to allow individual commissions to elect their own Chair. 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. 2-1407. – Resignation from board or commission.

Upon resignation from a board or commission, the commission/board member shall forward a letter of resignation to the village president reflecting the effective date of such resignation. The board or commission member's identification card as described herein and any other indicia of office shall be returned to the village president or the village clerk prior to the effective date of such resignation.

Sec. 2-1408. - Meetings.

Regular meetings of each commission or board shall be held at least monthly, with special meetings called when necessary. The commission or board shall meet in accordance with the Illinois Open Meetings Act. All meetings will be video recorded and archived for public access. Members are expected to be publicly visible during meetings and must maintain professional decorum. 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 or board 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 or board may vote upon any question presently before the commission or board.

Sec. 2-1409. – Reports and Records.

All commissions and boards shall keep permanent minutes of their meetings, which shall include topics discussed and the motions and votes of each member. Each commission or board shall keep records of its proceedings, which shall be available at the Village Hall for public inspection during ordinary business hours. Each commission or board shall prepare and submit approved minutes to the village board, along with any special reports containing their recommendations. An annual report covering each commission's activities and progress shall be prepared and presented at the last stated Village Board meeting in December.

Sec. 2-1410 – Recommendations.

- (a) **Overview.** The village encourages its commissions to provide thoughtful, well-supported recommendations to the village board. A formal recommendation is an official statement adopted by a commission that advised the village board on a specific action, policy, program, or decision. It represents the commission's collective position after discussion, research, and, where necessary, a vote. To ensure clarity, transparency, and consistency across all commissions, this Section outlines the required format and content of any formal recommendation submitted for village board consideration.
- (b) **Required components of a formal recommendation.** A template for recommendations will be made available through the Village Manager's Office. Each formal recommendation submitted to the village board must include the following sections:
- (1) **Statement of the Recommendation.** A clear, concise statement of what the commission is recommending. (For example: "The Garden Village Commission recommends that the Village Board allocate funding for the installation of additional recycling bins in all Village parks.")
 - (2) **Meeting Dates and Commission Deliberation.** A list of all commission meeting dates where the recommendation was discussed, including the date the commission formally voted to adopt the recommendation, including the vote tally to confirm that the recommendation reflects the majority decision of the commission.
 - (3) **Background and Supporting Information.** A brief explanation of why the commission is making this recommendation. Any relevant research, data, cost estimates, community input, or analysis that informed the decision. Reference to any supporting materials such as maps, reports, photos, or public feedback.
 - (4) **Benefits to the Village.** Explain how this recommendation will benefit the community, improve services, enhance quality of life, or address an identified need. Include any short-term and long-term impacts on residents, businesses, and village operations.
 - (5) **Alignment with the Comprehensive Plan.** Specify which goals, objectives, or strategies from the Village's Comprehensive Plan this recommendation supports.
 - (6) **Anticipated Impact.** A summary of potential benefits, costs, or community impacts if the recommendation is implemented. (For example: "This program is expected to improve recycling rates by 20% while enhancing the overall appearance of village parks.")
 - (7) **Commission Chairperson's Signature.** Signed and dated by the chairperson of the commission. Include the name of the staff liaison who prepared or assisted with the recommendation.
- (c) **Format and Submission Process.** Recommendations must be submitted as a formal written document in PDF or Word format. Supporting materials should be attached as

Ordinance No. _____

appendices. All recommendations of any commission shall be submitted to the village board within forty-five (45) days of the action Submissions shall be made by first submitting the recommendation to the Village Manager's Office at least one (1) week before the next village board meeting where the item would be placed on the agenda. The Village Manager or staff liaison will review the recommendation for completeness and may request additional information if necessary.

- (d) Village Board's Use of Recommendations. When the village board receives a formal recommendation, trustees will be able to clearly identify what is being recommended, why it benefits the village, and how it aligns with the Comprehensive Plan. The village board will review the commission's research and rationale to make an informed decision. All recommendations of a commission are advisory only and are not binding upon the corporate authorities. Formal recommendations become part of the public record.

Sec. 2-1411. – Subcommittees.

Each commission or board may choose to create a subcommittee to assist with specific areas related to the goals and objectives of the commission or board. The members of a subcommittee shall be chosen by the commission or board, which shall also determine the number and terms of members serving on the subcommittee. Members of a subcommittee must have the same qualifications as members of a commission, but they are not required to also be members of the commission or board. Subcommittees shall determine their meeting schedules and procedures, in accordance with requirements for all commissions and boards.

Sec. 2-1412. – Identification cards.

The village clerk shall issue to each duly appointed member of each board and commission of the Village established by the provisions of state law or municipal ordinance an identification card containing the following information: photo of commission member, name of commission member, commission name and expiration date of the commissioner's term. A registry of each identification card issued and of the signature of each member and commissioner shall be maintained by the village clerk.

Section 3: That if any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

Ordinance No. _____

Section 5: 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: August 11, 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. If approved, the Village Board must decide between a Price to Compare (PTC) program, in which residents would pay the same rate that ComEd charges and the Village would get a civic grant, or the fixed rate program, in which residents would pay a higher rate but the program would include 100% renewable energy credits.

BACKGROUND:

The Village has operated an electric aggregation program for about 12 years, after residents approved a referendum in support of the idea. According to NIMEC, the Village's energy consultant, the Village's aggregation program is about 3 cents cheaper than the ComEd rate right now, although it was higher when the current agreement started. However, the Village's current contract expires in October and no alternative supplier is offering a rate lower than came. The Village Board must decide between residents paying more for energy (unless they are already opted out or choose to opt out) in exchange for 100% renewable energy credits, or residents paying the same as came in exchange for an \$18,000 civic grant. According to NIMEC, Villa Park is currently 3rd in the State in the amount of renewable energy created by a municipality. The Village's new EPA Green Community status would be in jeopardy if that changes.

DISCUSSION:

As always, residents 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 residents 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 11th day of August, 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 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



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: August 11, 2025
SUBJECT: Coffee with the Board Evening Session Discussion

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



MEMORANDUM

TO: Village Board of Trustees
FROM:
DATE: August 11, 2025
SUBJECT: Traffic Concerns around Wildfire Drive.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION: