Public participation is invited on each agenda item prior to the Board's deliberation. **When called upon, please approach the microphone and state your name and the address where you live. Kindly limit your remarks to three (3) minutes.**

VILLAGE OF VILLA PARK

Village Hall, Committee of the Whole Room
20 S. Ardmore Avenue
Villa Park, IL 60181

Chairperson: Tony Oddo
Commissioners: Ghada Abdelhafez-Fahmy, Larry Calvert, Patrice Gallagher, Patrick Grobe, JP Hochbaum and Ethan Tutor-Leon

Economic Development Commission

February 21, 2024 **5:30 PM**

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1. **Call to Order - Roll Call**
2. **Approval of Minutes**
   a. Minutes, January 17, 2024
3. **Business**
   a. Review / Approve Polaris (Wildfire Harley Davidson) Business District Tax and Sales Tax Sharing (rebate) Agreement.
   b. Review Year-End Report for Business Retention Visits 2023.
   c. Create / Review Business Retention Introduction Letter.
4. **Public Comments**
5. **Commissioner Comments**
6. **Village Board Liaison Comments**
7. **Staff Liaison Comments**
8. **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.

ECONOMIC DEVELOPMENT COMMISSION MINUTES

January 17, 2024

The meeting of the Economic Development Commission was called to order January 17, 2024, at 5:30 p.m.

PRESENT: Tony Oddo, Patrick Grobe, Ethan Tudor-Leon, Ghada Fahmy and JP Hochbaum.

OTHERS PRESENT: Director Marc McLaughlin and President Cuzzone.

PUBLIC INPUT ON AGENDA ITEMS:
None.

APPROVAL OF THE MINUTES:
The minutes for the Economic Development Commission for November 15, 2023, were approved. Motion to accept the minutes made by Commissioner Grobe and seconded by Commissioner Tutor-Leon and passed with all ayes.

GENERAL DISCUSSION/BUSINESS:
Business Retention Visits was the first topic. Commissioner Grobe is still trying to meet with his selected businesses with no current luck. Commissioner Fahmy has completed 4 visits and has uploaded the responses in the google form. Will share this information. Director McLaughlin stated that the village board would like a report of the retention visits, along with a summary of 2023. Email information and he will compile the report for the next meeting.

Commissioners would like an introduction letter drafted; this should assist them in talking with the business owners. All commissioners will submit ideas/drafts for the next meeting. A workshop will be held to finalize the letter.

PUBLIC COMMENTS NON-AGENDA ITEMS:
None.

COMMISSIONER COMMENTS:
Commissioner Hochbaum visited Standard Meadery, they need more room and are looking to expand. The business would like to stay within the village. Currently no vacant listings are available on the village website. If they are interested in buying, may need to consult with a real estate agent.

Commissioner Tutor-Leon would like to continue the business retention visits and it may be a good project to create a vacant property listing.

Commissioner Oddo believes 2024 will be a productive year for the commission.

VILLAGE BOARD LIAISON COMMENTS:
Village President Cuzzone likes the idea of business retention visits and hope they continue. Talking to businesses will continue to develop relationships between them and the village.

Director McLaughlin added that the commission could do workshops and review Business Tax Sales Agreements, Ordinances, Façade Incentive Applications, etc. This would work similar to Planning and Zoning. Items would then be presented to the Village Board. Agenda Items would be sent prior to the meetings, need to be reviewed and commissioners ready to discuss. Agenda Items may need a vote.

ADJOURNMENT:
Motion to adjourn the meeting made by Commissioner Tudor-Leon and seconded by Commissioner Fahmy. The motion passed with all ayes. The meeting was adjourned at 6:00 p.m.

Complete minutes are available on the Village Website.

Respectfully Submitted by,

Pat Boksha

TO: Economic Development Commission
FROM: Community & Economic Development Department
DATE: February 21, 2024
RE: **120 W North Ave / Business District Tax and Sales Tax Rebate Agreement**

Applicant: Anthony Giglio
Lone Star-Cardinal Motorcycle Ventures, LLC
5490 Park Place
Rosemont, IL 60018

Request Summary:
The Applicant is requesting a Business District Tax and Sales Tax Sharing (rebate) Agreement in the sum, not to exceed, $1,000,000 to off-set construction costs to build-out a showroom for Polaris, to be located at adjacent to 120 W North Ave, which is the Wildfire Harley-Davidson dealership.

Project Summary:
The Subject Property is currently home to the Wildfire Harley-Davidson dealership, which has a showroom, mechanic area, and storage warehouse. The proposed Polaris dealership will be located in the current storage warehouse and requires in excess of $1,000,000 investment in building and site improvements to open a fully branded Polaris dealership.

Deal Terms:
- The rebate is structured as such that upon sales commencing of Polaris products (vehicles, apparel, maintenance, etc) 100% of the Sales Tax and 100% of the Business District Tax will be reimbursed back to the Applicant, until the $1,000,000 max threshold has been reached.
- In the event, that the renovation costs are less than $1,000,000 the actual renovation costs are the max reimbursement amount.
- Additionally, if the renovations are completed over time, the max reimbursement amount shall never exceed the amount spent on renovations.
- Finally, if no reimbursement is due in a particular fiscal year, the Sales Tax collected will not be held in escrow for future renovations costs. However, the Business District Tax, will be held in escrow and will be utilized for future reimbursement payments, i.e. can build up reserves.
- Agreement expires in 2037, the end of the Business District Tax program.

Internal Staff Review
Staff has been working with the Applicant for some time on crafting an equally beneficial rebate agreement as it pertains to the opening of a new Polaris dealership. The financial implications of a new Polaris dealership in Villa Park are as such:

Year 1 Annual Sales: $5,741,500	Projected Growth: 20-25% years 2-5, 5% years 5+
Year 1 Annual Sales Tax: $115,000	Cumulative Sales Tax Estimate through 2037: $4,170,000
Year 1 Annual Business District Tax: $26,000	Cumulative Business District Tax Estimate through 2037: $946,000

It will take 4.5 years of 100% reimbursement of combined Sales Tax and Business District Tax to pay out $1,000,000. It will take an additional 2.75 years for the Village to collect through the combined Sales Tax and Business District Tax the $1,000,000 loss. After the initial 7+ years, the Village will have a triple-digit rate of return on the $1,000,000 investment finishing at a 312% return in year 2037, the end of the Business District Tax program.
Staff stress tested the submitted financial information and applied a 50% success rate to the Polaris dealership until 2037. In that scenario, it will take 7 years of 100% reimbursement of combined Sales Tax and Business District Tax to

pay out $1,000,000. It will take an additional 5 years for the Village to collect through the combined Sales Tax and Business District Tax the $1,000,000 loss. After the initial 12 years, the Village will have a double-digit rate of return on the $1,000,000 investment finishing at a 56% return in year 2037, the end of the Business District Tax program.

Staff Recommendation:
Village staff has reviewed the agreement and is supportive of the request as structured.

Recommended Action:
To recommend approval of a Business District Tax and Sales Tax Sharing Agreement with Lone Star-Cardinal Motorcycle Ventures, LLC to incentivize the renovations of 120 W North Avenue for a Polaris dealership.

BUSINESS DISTRICT TAX AND SALES TAX SHARING AGREEMENT

This agreement ("Agreement") entered into this _________ day of ____________ 2024 (the "Effective Date"), by and between the VILLAGE OF VILLA PARK, DuPage County, Illinois, a municipal corporation, hereinafter referred to as "VILLAGE", and Lone Star-Cardinal Motorcycle Ventures, LLC, an Illinois limited liability company, hereinafter referred to as "COMPANY".

WITNESSETH

WHEREAS, the VILLAGE is a duly organized and validly existing non-home rule unit of government created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, pursuant to the Business District Development and Redevelopment Law, as amended, 65 ILCS 5/11-74.3-1 *et seq*. (the "Business District Act"), the Village has undertaken a program to redevelop certain property within the Village and generally bounded by on the north by Adele Avenue, on the east by Ardmore Avenue, on the south by North Avenue and on the west by an alley approximately 130 feet west of Yale Avenue, known as the North Avenue Business Development District (the "Business District"); and

WHEREAS, on September 8, 2014, the Village President and Board of Trustees (the "Corporate Authorities") of the Village, after giving all necessary notices and conducting all necessary meetings and public hearings required by the Act, designated the Business District, approved the Village of Villa Park, DuPage County, Illinois North Avenue Business Development District Development Plan, imposed retailers' and service occupation taxes for the Business District, and created a North Avenue Business Development District Tax Allocation Fund, via the adoption of the following Ordinance:

> Ordinance No. 3818 entitled "An Ordinance Designating the Village of Villa Park, DuPage County, Illinois, North Avenue Business Development District and Imposing a Retailers' Service and Occupation Tax Therein"; and

WHEREAS, the COMPANY is the lessee and has control of property located within the Business District at 120 W. North Avenue, Villa Park, Illinois and identified by the legal description and depiction attached as Exhibit A hereto (the "Dealership Property"), which Dealership Property is owned by a COMPANY affiliate; and

WHEREAS, the building located on the Dealership Property has been unoccupied and underutilized for approximately nine (9) years and the COMPANY proposes to renovate the Dealership Property to allow for the continued operation of a Harley-Davidson dealership along with the operation of a new Polaris franchise dealership and accessories store thereon (collectively, the "Dealership"); and

WHEREAS, conditioned upon, among other things, the VILLAGE approving and executing this Agreement, the COMPANY intends to extensively renovate the Dealership Property to allow for operation of the Dealership; and

WHEREAS, conditioned upon, among other things, the VILLAGE approving and executing this Agreement, the COMPANY intends to perform a series of renovations over the next five (5) years that may be performed in separate phases and that will allow the Dealership to operate from the Dealership Premises consistent with Illinois law and the facility requirements of the underlying franchisors (*i.e.*, Harley-Davidson and Polaris), as reasonably determined by the COMPANY, which may include, *inter alia*, resurfacing and finishing of the interior flooring, reconfiguration of the space to accommodate two separate showrooms, the construction of a partition between the two showroom spaces, buildout of the Polaris showroom space, additional separate ingress and egress points for each of the showroom spaces, and additional work as is necessary or desirable to create a first class retail experience at the Dealership Property (the "Renovations"); and

WHEREAS, the estimated cost to the COMPANY to complete the required Renovations exceeds One Million Dollars ($1,000,000.00); and

WHEREAS, the VILLAGE, as a non-home rule unit of government, is authorized under the Business District Act to make and enter into all contracts necessary or incidental to the implementation and furtherance of a business district plan, including contracting with a developer for the sharing, rebate, or payment of taxes imposed pursuant to the Business District Act to pay or reimburse said developer for business district project costs incurred or to be incurred by said developer; and

WHEREAS, the VILLAGE, as a non-home rule unit of government, is also authorized pursuant to section 8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20) to enter into an economic incentive agreement whereby it may share or rebate a portion of any retailers' occupation taxes received by the VILLAGE that were generated by the Dealership over a finite period of time, provided the corporate authorities of the VILLAGE make the required findings set forth in said section; and

WHEREAS, the COMPANY agrees, in reliance on the VILLAGE'S commitments set forth in this Agreement, to develop and construct the Renovations in accordance with this Agreement and applicable VILLAGE ordinances; and

WHEREAS, the VILLAGE agrees, in reliance on and conditioned upon the COMPANY developing and constructing the Renovations and continuing to operate its Dealership on the Dealership Property, to provide certain economic assistance in the form of business district tax and sales tax rebates, as specifically set forth in this Agreement; and

WHEREAS, the business district tax and sales tax rebates to be provided to the COMPANY shall be calculated based solely on the business district tax and sales tax revenue generated by the sales from the Polaris Operations (as defined below); and

WHEREAS, in reliance upon the mutual promises contained herein, the VILLAGE and COMPANY are entering into this Agreement, which upon execution will constitute the full and complete understanding of the VILLAGE and COMPANY with respect to the subject matter hereof and supersede all previous agreements between the parties relating to the subject matter hereof.

NOW, THEREFORE, in consideration of the Recitals, the covenants, terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the Parties hereto as follows:

1. **Recitals** - The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein;

2. **Definitions** – In addition to those terms defined elsewhere in this Agreement, when capitalized and used in this Agreement, the following terms shall have the following meanings:

(a) "Affiliates" means any other entity now existing or organized in the future, which shares common majority shareholders and/or equity stakeholders with COMPANY, or of which COMPANY is the majority shareholder or equity stakeholder, or vice versa, and which becomes involved in the Polaris Operations.

(b) "Agreement" means this Business District Tax and Sales Tax Sharing Agreement.

(c) "Annual Period" means calendar year periods beginning on January 1st and ending on December 31st of that year. The first full Annual Period shall start on January 1, 2024, and end on December 31, 2024.

(d) "Business Day" means any day except Saturday, Sunday, or a holiday observed by the VILLAGE on which the VILLAGE'S offices are legally closed.

(e) "Business District Tax" means the 1% business district retailers' occupation tax and business district service occupation tax imposed pursuant to subsection (10) of Section 11-74.3-3 of the Business District Development and Redevelopment Law applicable to the Business District established by the Village.

(f) "COMPANY'S Share" shall have the meaning set forth in Section 4 of this Agreement.

(g) "Dealership Property" means all or any part of the property now commonly known as 120 W. North Avenue, Villa Park, Illinois, and identified by the legal description attached hereto as Exhibit A.

(h) "IDOR" means the Illinois Department of Revenue.

(i) "Polaris Operations" means all sales of new and used vehicles or other items including, but not limited to, the sales of parts, accessories, or any other items of personal property, sold pursuant to the Polaris Franchise Agreement (defined in Section 2(k) below) and conducted on the Dealership Property by COMPANY, its Affiliates, or its Permitted Successors or Assigns.

(j) "Permitted Successors or Assigns" means those entities which are either a successor in interest to COMPANY and/or to which COMPANY has assigned all or part of this Agreement in accordance with Section 6.

(k) "Polaris Franchise Agreement" means the Polaris Dealer Agreement authorizing the COMPANY to operate the Polaris franchise on the Dealership Property.

(l) "Renovation Expenses" means the total amount spent by COMPANY to complete the Renovations and shall include all payments made for planning, surveys, drawings, reviews, consultants, engineering, labor, materials, construction, fixtures and finishes for improvements to the Dealership or any part of it or the lot located at the Dealership Property, but specifically excluding any equipment related to the service department if a service department is operated on the Dealership Property. Renovation Expenses shall be documented by COMPANY by submission of bills, invoices and/or proof of payment by COMPANY of such expenses and shall be submitted to the Village on or before six (6) months after the completion of each phase of the Renovations and are subject to the approval of the Village Manager.

(m) "Sales Tax" means the sales tax paid by customers of COMPANY, Affiliates and/or Permitted Successors or Assigns in respect of Taxable Sales arising from the Polaris Operations and remitted to IDOR pursuant to the Use Tax Act, 35 ILCS 105/1 *et seq.,* the Retailers' Occupation Tax Act, 35 ILCS 120/1 *et seq.* of any goods sold or services rendered by COMPANY at the Dealership Property as shown on the sales tax returns filed with IDOR, but shall not include any funds remitted to the IDOR pursuant to either the Non-Home Rule Municipal Retailers Occupation Tax (65 ILCS 5/8-11-1.3) or the Non-Home Rule Municipal Service Occupation Tax (65 ILCS 5/8-11-1.4).

(n) "Taxable Sales" means the amount of sales of tangible goods or services arising from the Polaris Operations subject to Sales Tax or the Business District Tax.

(o) "VILLAGE'S Share" means the portion of Sales Tax or Business District Tax remitted to the VILLAGE by the IDOR.

3. **Term** – This Agreement shall be in effect beginning on the date that both parties have executed this Agreement ("Effective Date") and shall terminate on December 31, 2037 ("Term"). However, the Village's obligation for payment of the COMPANY'S Share shall terminate on the date that the payment of the COMPANY'S Share would have been due following December 31, 2032, if any such payment is due ("Payment Period").

4. **Business District and Sales Tax Amount and Sharing Formula** – In accordance with the payment schedule set forth in Section 5 below, the VILLAGE shall pay COMPANY, with respect to each Annual Period during the Payment Period, an amount equal to the following, which shall be known as "COMPANY'S Share":

(a) One hundred percent (100%) of the VILLAGE'S Share attributable to Sales Tax resulting from the Polaris Operations on the Dealership Property; and
(b) One hundred percent (100%) of the VILLAGE'S Share attributable to Business District Tax resulting from the Polaris Operations on the Dealership.

The total amount of the COMPANY'S Share paid over the life of the Agreement shall not exceed One Million Dollars ($1,000,000.00) or the total Renovation Expenses, whichever is less. If the COMPANY'S Share paid to COMPANY reaches One Million Dollars ($1,000,000.00) prior to the expiration of the Payment Period, the VILLAGE'S obligation to issue payment to COMPANY shall cease. Any payments due to the COMPANY pursuant to this Agreement shall be reduced by an amount equal to all collection fees imposed upon the VILLAGE by the State of Illinois or the Illinois Department of Revenue or other applicable governmental agency or body, for collection of Sales Tax or Business District Tax Revenue generated by the Polaris Operations on the Dealership Property.

5. **Payment Schedule –**

(a) VILLAGE shall annually pay the COMPANY the COMPANY'S Share within ninety (90) days of the last day of the preceding Annual Period. The payments shall be made on the first Business Day following the regular meeting of the Villa Park Board of Trustees, which follows VILLAGE'S receipt of a report detailing the VILLAGE'S Share from IDOR for the prior Annual Period and following the receipt of a report from IDOR reporting the amount of VILLAGE'S Share for the applicable Annual Period, whichever is later. The VILLAGE shall provide the COMPANY with a report of all Business District Tax and Sales Tax revenue generated by the COMPANY and actually received by the VILLAGE for the corresponding Annual Period, together with payment of the COMPANY'S Share due and owed the COMPANY pursuant to the terms of this Agreement. If the VILLAGE has not received VILLAGE'S Share for any part of the applicable Annual Period, then VILLAGE shall pay COMPANY based only upon the amount actually received to date, and any unpaid amounts shall be paid with the next annual payment. Notwithstanding anything contained in the Agreement to the contrary, no payment shall be made to the COMPANY pursuant to this Section 5(a) until the COMPANY has commenced operations of the Dealership.

(b) In the event COMPANY does not incur any Renovation Expenses in an Annual Period during the Payment Period, the VILLAGE agrees to establish a separate fund for the Business District Tax resulting from the Polaris Operations on the Dealership, and will reserve those funds for payment of the COMPANY'S Share for a future Annual Period during the Payment Period in which Renovation Expenses were incurred by the COMPANY; however, the VILLAGE shall not be obligated to build a separate fund reserving the Sales Tax resulting from the Polaris Operations on the Dealership Property.

(c) No payment shall be made to COMPANY for any Business District Tax or Sales Tax generated by the Polaris Operations for the 2033 tax year, or after the earlier termination of this Agreement.

(d) The amount VILLAGE pays to COMPANY in each Annual Period shall be the COMPANY'S Share as defined in Section 4.

(e) Notwithstanding anything in this Agreement deemed to be to the contrary, VILLAGE shall not be required to pay COMPANY any amount in respect to any part of VILLAGE'S Share which VILLAGE has not actually received from IDOR.

(f) In no event, and notwithstanding anything contained in the Agreement to the contrary, the amount that the VILLAGE shall be obligated to rebate to the COMPANY during the term of this Agreement shall not exceed One Million Dollars ($1,000,000.00) or the total Renovation Expenses, whichever is less.

(g) Notwithstanding any other provision of this Agreement to the contrary, it is agreed and understood that the VILLAGE'S obligation, under this Agreement, to rebate a portion of the Business District Tax and Sales Tax shall not be a general debt of the VILLAGE or a charge against its general credit or taxing powers, and shall constitute a special limited obligation payable solely and only out of the Business District Tax and Sales Tax received by the VILLAGE. The COMPANY shall have no right, and agrees that it shall not, compel any exercise of the taxing power of the VILLAGE to pay the COMPANY'S Share, and no execution of any claim, demand, cause of action, or judgment shall be levied upon or collected from the general credit, general funds, or any other property of the VILLAGE other than with respect to Business District Tax and Sales Tax collected by the VILLAGE and not rebated to the COMPANY as required by this Agreement. The obligation of the VILLAGE to rebate a portion of the Business District Tax and Sales Tax to the COMPANY as provided for in this Agreement shall not constitute an indebtedness of the VILLAGE or a loan or a liability of the VILLAGE within the meaning of any constitutional or statutory provision. No interest shall be due, owing or paid by the VILLAGE with respect to the rebate of any Business District Tax or Sales Tax including any delinquent payments of the COMPANY'S Share.

(h) The COMPANY acknowledges that the payment of the VILLAGE'S Share is contingent upon: the continued occupancy and conduct of the Polaris Operations on the Dealership Property pursuant to the Polaris Franchise Agreement and the continued filing by COMPANY of an IDOR form Authorization to Release Sales Tax Information to Local Governments.

(i) COMPANY shall document Renovation Expenses by submission of bills, invoices and/or proof of payment by COMPANY of such expenses to VILLAGE within six

(6) months after the completion of each phase of the Renovations. VILLAGE shall not be obligated to make any payments of the COMPANY'S Share if such Renovation Expenses are not reasonably demonstrated to the VILLAGE.

(j) COMPANY agrees that it, or its successors and assignees, shall occupy and operate the Polaris Operations on the Dealership Property for a minimum of ten (10) years from the Effective Date (as defined in Section 3 above). COMPANY or its successors and assignees further agrees that the Village shall receive Sales Tax (as defined in Section 2(m) above) and Business District Tax (as defined in Section 2(e) above) from the Polaris Operations, for a minimum of ten (10) years from the Effective Date.

(k) COMPANY agrees that any other additional locations for sale of new and/or used motor vehicles (including motorcycles), parts or accessories or other tangible personal property to be sold at retail or resale, outside of the Dealership Property, such sales of new and/or used motor vehicles, parts or accessories or other tangible personal property will be reported to IDOR under an Illinois Business Tax number different than that which is used to report the sales made pursuant to the Polaris Operations occurring on the Dealership Property.

6. **Applicability to COMPANY'S Affiliates and Permitted Successors and Assigns –**

(a) VILLAGE and COMPANY recognize and agree that one or more of COMPANY'S Affiliates may undertake the Polaris Operations upon the Dealership Property, and this Agreement shall be fully applicable to said Affiliates as if they were original parties to this Agreement. It is also recognized and agreed that one or more of said Affiliates may become a Successor in interest to COMPANY, or either of them, or that COMPANY may wish to assign all or part of this Agreement to a third-party upon the sale of substantially all of COMPANY'S assets, used Polaris vehicles, and parts and accessories on the Dealership Property, in the future. Said succession and/or assignment shall be permitted under this Agreement without any further consent of VILLAGE, and this Agreement shall remain effective as to such Successor or Assign as long as the Successor or Assign continues the Polaris Operations of the Polaris Franchise on the Dealership Property.

(b) COMPANY shall not assign any portion of this Agreement to any party not permitted pursuant to Section 6(a) without the express, written consent of VILLAGE.

7. **Representations, Warranties and Covenants**

(a) The COMPANY represents warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

(1) The COMPANY is an Illinois limited liability company duly organized, validly existing, and qualified to do business in Illinois;

(2) The COMPANY has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery, and performance of this Agreement by the COMPANY has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Organization or Operating Agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under, or require any third-party consent under any agreement, instrument, or documents to which the COMPANY is a party or by which the COMPANY is now or may become bound;

(4) The COMPANY warrants and represents that this Agreement is not prohibited by any requirement of law (including, without limitation, 65 ILCS 5/8-11-21 and 65 ILCS 5/11-74.3-3) in that no Sales Tax revenue from transactions occurring at the Dealership Property would have, absent this Agreement, been paid to another unit of local government in which the COMPANY maintains a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers;

(5) [Intentionally Deleted];

(6) The Polaris Franchise Agreement has been executed by the COMPANY and Polaris Sales, Inc., is in full force and effect and the COMPANY is not in default of any term or condition set forth therein;

(7) The COMPANY warrants and represents that the development, construction and operation of the Dealership and Dealership Property shall materially comply with all applicable laws, regulations, rules and ordinances and other legal requirements, and plans and specifications approved by the VILLAGE. The COMPANY shall secure all required permits and approvals necessary for the stage of construction that is then being implemented. The COMPANY shall provide the VILLAGE with copies of all required permits that are necessary for the stage of construction being undertaken, or other forms of authorization received from any unit of government or regulatory agency other than the VILLAGE, which are necessary in order to construct or renovate the Dealership on the Dealership Property; and

(8) The COMPANY acknowledges and agrees to the Contractor's Certifications, attached hereto as Exhibit B.

(b) The VILLAGE of VILLA PARK, an Illinois municipal corporation, represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, as follows:

(1) The VILLAGE is an Illinois non-home rule unit of government and pursuant to Section 8-11-20 and Section 11-74.3-3 of the Illinois Municipal Code (65 ILCS 5/8-11-20; 65 ILCS 5/11-74.3-3) has the right, power and authority to enter into, execute, deliver and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement;

(2) The individuals executing this Agreement, on behalf of the VILLAGE, have the power and authority to execute and deliver the Agreement on behalf of the VILLAGE; and

(3) The execution, delivery and performance of this Agreement is not prohibited by or under any contractual obligation of the VILLAGE; will not result in breach or default under any agreement to which the VILLAGE is a party or to which the VILLAGE in whole or in part is bound; and will not violate any restriction, court order, or agreement to which the VILLAGE is subject.

8. **Findings of the VILLAGE** – The corporate authorities of the VILLAGE hereby find as follows:

(a) That the Dealership Property has remained underutilized for a period of approximately nine (9) years;

(b) That the Polaris Operations on the Dealership Property will create and retain job opportunities within the VILLAGE;

(c) That the Polaris Operations on the Dealership Property will serve to further the development of adjacent areas;

(d) That without this Agreement, the Polaris Operations on the Dealership Property would not be possible;

(e) That the COMPANY meets high standards of creditworthiness and financial strength in compliance with 65 ILCS 5/8-11-20, as demonstrated by the following: (1) corporate debenture ratings of BBB or higher by Standard & Poor's Corporation or Baa or higher by Moody's Investors Service, Inc.; or (2) a letter from a financial institution with assets of $10,000,000 or more attesting to the financial strength of the developer; or (3) specific evidence of equity financing for not less than 10% of the total project costs;

(f) That the Polaris Operations on the Dealership Property will strengthen the commercial sector of the VILLAGE;

(g) That the Polaris Operations on the Dealership Property will enhance the tax base of the VILLAGE; and

(h) That this Agreement is made in the best interest of the VILLAGE.

9. **Audit –** Upon request of the VILLAGE, the COMPANY shall furnish or cause to be furnished to the VILLAGE copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other applicable governmental entity by the COMPANY. Such documents shall be sent to the attention of the Director of Finance and Administration of the VILLAGE. To the extent permitted by law, the VILLAGE shall maintain the confidentiality of the information contained in such reports. In addition, prior to any payments to the COMPANY pursuant to this Agreement, the COMPANY shall provide the State of Illinois with properly executed authorizations granting the VILLAGE the right to access the sales tax records of the COMPANY. The COMPANY acknowledges and agrees that the provisions of this Agreement shall be a matter of public record, as shall any and all payments made by the VILLAGE to the COMPANY pursuant to this Agreement. The COMPANY further covenants and agrees that upon the request of the VILLAGE, the COMPANY shall furnish or cause to be furnished, such consents or waivers as may reasonably be required by the IDOR, including but not limited to, a Consent to Disclosure Statement in form and content satisfactory to the State and the VILLAGE, in order to release the above-described sales tax information to the VILLAGE. The COMPANY agrees and acknowledges that any disbursements of the VILLAGE made, pursuant to this Agreement, can only be made from and to the extent of the data submitted to the State of Illinois in accordance with this Section. The COMPANY agrees to make the obligations contained in this Section a part of any sub-lease or contract purporting to transfer any interest in the Dealership Property and to incorporate said obligations in any reciprocal easement and operating agreement to be executed and recorded in connection with the Dealership Property. In the event that any returns or documentation from the IDOR are delayed, then the VILLAGE may request, and the COMPANY shall furnish the VILLAGE with executed copies of the monthly returns filed with the IDOR for the Polaris Operations of the COMPANY at the Dealership Property. Whenever the VILLAGE deems it necessary to the fulfillment of this Agreement, the VILLAGE shall have the right to conduct an audit of the books and records of the sales, returns and payments of sales taxes relating to the Polaris Operations of the COMPANY at the Dealership Property, upon the giving to the COMPANY reasonable notice, at reasonable times and at VILLAGE'S expense.

10. **Fundamental Breach; Early Termination; Recoupment.**

(a) Subject to the COMPANY'S right to cure in Section 10(b) below, the occurrence on the part of the COMPANY of any of the following shall constitute a "Fundamental Breach" by the COMPANY:

(1) The COMPANY fails to complete substantially all of the Renovations on or before December 31, 2028;

(2) The COMPANY fails to commence Polaris Operations of the Dealership under the Polaris Franchise Agreement on or before December 31, 2024;

(3) Cessation of Polaris Operations of the Dealership prior to January 1, 2034, or for a period in excess of 30 days, other than as a result of (i) the termination of the Polaris Franchise Agreement through no fault of COMPANY, (ii) casualty loss or condemnation, (iii) force majeure, and (iv) any other cause beyond the reasonable control of COMPANY which in fact interferes with the ability of the COMPANY to discharge its respective obligations hereunder;

(4) The COMPANY'S default or violations of any term of this Agreement ("Default");

(5) Relocation of all or a substantial portion of the Polaris Operations to a location outside the VILLAGE; and

(6) Fraudulent or criminal conduct by the COMPANY or any of its affiliates in the performance of this Agreement or in the Polaris Operations of the Dealership.

(b) Notwithstanding the foregoing or anything to the contrary herein, COMPANY shall not be deemed to have committed a Fundamental Breach unless and until the VILLAGE provides written notice to COMPANY reasonably detailing the facts constituting the Fundamental Breach. The COMPANY shall have the right to cure the Fundamental Breach within ninety (90) days from written notice of such Fundamental Breach; provided, however, if such Fundamental Breach cannot practically be cured within said ninety (90) days, provided the COMPANY has commenced the cure within such ninety (90) day period, and is actively and diligently proceeding with such cure, the COMPANY shall be granted such additional time to cure the Fundamental Breach as shall be reasonable under the circumstances. In this regard, the COMPANY shall advise the VILLAGE, in writing, during the initial ninety (90) day cure period, of the amount of time needed to cure said Fundamental Breach, and why the additional time is needed. In the event the COMPANY reasonably cures alleged Fundamental Breach within such ninety (90) day period or other period as established herein, then no Fundamental Breach shall be deemed to have occurred. If the Fundamental Breach has not been cured within the ninety (90) day period or other time period established herein, a Fundamental Breach shall be deemed to have occurred as of the date of the VILLAGE'S initial written notice to the COMPANY surrounding the Fundamental Breach.

(c) Upon the occurrence of a Fundamental Breach by the COMPANY, its Affiliates, transferees or assigns, the VILLAGE may, in addition to any and all rights and remedies available to it under this Agreement, terminate this Agreement, and the

COMPANY shall be entitled to no further sharing of Business District or Sales Tax hereunder.

(d) Upon the occurrence of a Fundamental Breach by the COMPANY, its Affiliates, transferees or assigns, the VILLAGE'S obligation to pay the COMPANY'S Share as set forth in Sections 4 and 5 above shall immediately cease. If the Fundamental Breach by the Company occurs on or before December 31, 2032, the COMPANY shall, in addition to any and all rights and remedies for which it is liable under this Agreement, repay to VILLAGE One Hundred Percent (100%) of the COMPANY'S Share of Sales Taxes previously paid to the COMPANY as of the date of the Fundamental Breach. If the Fundamental Breach by the Company occurs after December 31, 2032, the COMPANY shall, in addition to any and all rights and remedies for which it is liable under this Agreement, repay to VILLAGE the COMPANY'S Share of Sales Taxes previously paid to the COMPANY as of the date of the Fundamental Breach, subject to the following: if the Fundamental Breach occurs in the 2033 Annual Year, the COMPANY shall repay one hundred percent (100%); if the Fundamental Breach occurs in the 2034 Annual Year, the Company shall repay eighty percent (80%); if the Fundamental Breach occurs in the 2035 Annual Year, the Company shall repay sixty percent (60%); if the Fundamental Breach occurs in the 2036 Annual Year, the Company shall repay forty percent (40%); if the Fundamental Breach occurs in the 2037 Annual Year, the Company shall repay twenty percent (20%).

(e) COMPANY shall make any repayment owed to the VILLAGE under this Agreement within ninety (90) days of written demand from the VILLAGE. Any amounts not repaid within said ninety (90) day period shall accrue interest at the rate of ten percent (10%) per annum, with the minimum interest payment being for a one (1) month period.

(f) The provisions of sections 10(c), 10(d) and 10(e) shall survive the termination of this Agreement.

11. **Indemnification** – In the event that a claim is made against the VILLAGE, its officers, officials, agents and employees, or any of them (or if the VILLAGE, its officers, officials, agents and employees or any of them, is made a party-defendant in any proceeding), arising out of or in connection with (1) this Agreement, (2) the operation by COMPANY at the Dealership Property, or (3) a claim is made under 65 ILCS 5/8-11-21 (in each such case hereafter collectively called a "Section 21 Claim"), the COMPANY shall defend and hold the VILLAGE, its officers, officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorneys' fees. In such event, the VILLAGE and its officers, officials, agents and employees shall have the right to retain independent counsel should it choose to defend any action resulting from the indemnification obligations under this Section. In such event, the COMPANY shall reimburse the VILLAGE for all legal expenses incurred in connection with such defense. The VILLAGE and its officers, officials, agents and employees shall cooperate in the defense of such proceedings and be available for any litigation-related appearances which may be required. Further, the COMPANY shall be

entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, with the prior approval or consent of the VILLAGE, its officers, agents and employees as the case may be, provided the VILLAGE shall not be required to contribute to such settlement.

12. **Notice -** Any notice, request, demand or other communication made in connection with this Agreement shall be in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation:

If to the VILLAGE:	VILLAGE of VILLA PARK 20 S. Ardmore Avenue Villa Park, IL 60181 Attn: Village Manager E-Mail: mharline@invillapark.com
With a copy to:	Storino, Ramello & Durkin 9501 West Devon Avenue, Suite 800 Rosemont, IL 60018 Attn: Melissa M. Wolf E-Mail: melissa@srd-law.com
If to COMPANY:	Lone Star-Cardinal Motorcycle Ventures, LLC ATTN: Anthony Giglio 5490 Park Place Rosemont, IL 60018 E-Mail: o.giglio@windycitymc.com
With a copy to:	______________________ ______________________ ______________________ Attn: ___________________ E-Mail: _________________

13. **Designation of Payee** – The payments made by the VILLAGE pursuant to this Agreement shall be made to the COMPANY at the following address:

Lone Star-Cardinal Motorcycle Ventures, LLC
ATTN: Anthony Giglio
5490 Park Place
Rosemont, IL 60018

COMPANY shall provide the VILLAGE with thirty (30) days written notice of a change in the above designated payee. The VILLAGE shall not be responsible or liable for payments delivered to an incorrect designated payee.

14. **Governing Law** – This Agreement shall be governed by the internal laws of the State of Illinois, County of DuPage, without effect to conflicts of laws principles. Venue for any legal action brought by either Party as a result of entering into the Agreement shall be in the Circuit Court of DuPage County, Illinois.

15. **Attorney Fees** – Should it become necessary to bring legal action or proceedings to enforce this Agreement, or any portion thereof, or to declare the effect of the provisions of this Agreement, the prevailing party shall be entitled to recover or offset against sums due, its costs, including reasonable attorneys' fees, in addition to whatever other relief the prevailing party may be entitled.

16. **Limitation of Liability –** No recourse under or upon any obligation, covenant or agreement of this Agreement, or for any claim based thereon or otherwise in respect thereof shall be had against any officer, agent or employee of the VILLAGE, and all and any such rights or claims of COMPANY against any officer, agent or employee of the VILLAGE are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the VILLAGE.

17. **Counterparts** – This Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.

18. **Severability** – If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **Entire Agreement / Amendments** – There are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them. Notwithstanding the foregoing or anything to the contrary herein, this Agreement shall have no effect upon that certain Development Agreement by and between the Village of Villa Park, DuPage County, Illinois, and Lone Star-Cardinal Motorcycle Ventures II, LLC, dated July 15, 2014, as such agreement may be amended from time to time, the terms of which shall remain in full force and effect notwithstanding the parties' entry into this Agreement.

VILLAGE OF VILLA PARK, an Illinois municipal corporation	Lone Star-Cardinal Motorcycle Ventures, LLC an Illinois limited liability company
By: ____________________________ Nick Cuzzone Village President	By: ____________________________ Anthony Giglio Manager
Date: _________________________	Date: _________________________

Attest:

By: ____________________________
Hosanna Korynecky
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

Before me, the undersigned, a Notary Public in and for said county and state, on this day of ____________________ 20___, personally appeared Nick Cuzzone and Hosanna Korynecky, to me known to be the Village President and Village Clerk, respectively, of the Village of Villa Park, an Illinois municipal corporation, who executed the foregoing Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the Village of Villa Park, for the uses and purposes therein set forth.

____
Notary Public

My Commission Expires: ______________________

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this ____ day of ___________ 2024, before me, a Notary Public in and for said State, personally appeared ___________________ and __________________ of ____________________, LLC, to me personally known to be the __________________ and ___________________, respectively, of _________________, LLC, who being by me duly sworn did say that they executed the said instrument as their voluntary act and deed on behalf of ____________________, LLC, for the purposes set forth herein.

____
Notary Public

My Commission Expires: ______________________

EXHIBIT A
LEGAL DESCRIPTION OF THE DEALERSHIP PROPERTY
&
DEPICTION OF DEALERSHIP PROPERTY

EXHIBIT B
CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor (the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Villa Park in entering into the contract with the Contractor. The Village of Villa Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

I, ________________________________, hereby certify that I am the ________________________ of
(Name of Owner or Officer) *(Title or Office)*
__________________________________, and as such, hereby represent and warrant to the Village of Villa Park,
(Name of Contractor)
a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

SECTION 1:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);

3. Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

SECTION 2:

In addition, the Contractor hereby represents and warrants to the Village of Villa Park, as a condition of any agreement with the Village of Villa Park, that the Contractor is under no legal prohibition on contracting with the Village of Villa Park, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;

2. The Contractor maintains and will maintain a drug-free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq*.) by:

A. Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition;

(3) Notifying the employee that, as a condition of employment on this Contract, the employee will:

a. Abide by the terms of the statement;

b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance program;

(4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the Village of Villa Park within ten (10) days after receiving notice under Section, 2, Paragraph 2.A.(3)b from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 580/1 *et seq*.) and is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

4. The Contractor at the time it submitted a Proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for an Illinois Department of Human Rights pre-qualification number on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

5. No Village of Villa Park officer, spouse or dependent child of a Village of Villa Park officer, agent on behalf of any Village of Villa Park officer or trust in which a Village of Villa Park officer, the spouse or dependent child of a Village of Villa Park officer or a beneficiary is a holder

of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village of Villa Park officer, spouse or dependent child of a Village of Villa Park officer, agent on behalf of any Village of Villa Park officer or trust in which a Village of Villa Park officer, the spouse or dependent child of a Village of Villa Park officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village of Villa Park officer, spouse or dependent child of a Village of Villa Park officer, agent on behalf of any Village of Villa Park officer or trust in which a Village of Villa Park officer, the spouse or dependent child of a Village of Villa Park officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the Village of Villa Park in writing the name(s) of the holder of such interest.

6. No officer or employee of Village of Villa Park has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Article X of the Code of Ordinances, Village of Villa Park, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

7. The Contractor has not given to any officer or employee of the Village of Villa Park any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Article X of the Code of Ordinances, Village of Villa Park, Illinois adopted by the Village pursuant to the requirements of the Illinois State Gift Ban Act.

8. In compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq*.), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

9. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the Village of Villa Park in writing within seven (7) days.

Dated: August ___ , 20__ Contractor:

____

By:

____

_____________________________________ ,

____

(Name of Owner or Officer *(Title or Office)*

STATE OF ILLINOIS)
) *ss.*
COUNTY OF _____________)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

____ known to me to be the _________________________ of

(Name of Owner or Officer) *(Title or Office)*

____, appeared before me this day in person and, being first

(Name of Contractor)

duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: August ___ , 20__

____

Notary Public

Economic Development Commission – Business Retention Visits (2023)

Business Name: **Port of Peri Peri**

Q: Please tell us about your business (length of time in business, length of time in present location, what types of products or services you provide, etc)

A: 6 years

Q: What factors made you choose Villa Park?

A: Looking in Lombard and this was close proximity

Q: How many years have you been in the present location?

A: 6 years

Q: Please tell us about any issues you encountered while starting out your business.

A: Technology issues, can't make payment online. During COVID was a bigger issue

Q: Do you have any parking concerns?

A: No

Q: What are your safety concerns?

A: No

Q: Please share your plans moving forward in regard to expanding, do you have the capacity to expand?

A: Already did next door for a warehouse, expand but not in villa park

Q: Where are your customers primarily located - are they local?

A: Oakbrook villa park and Lombard

Q: How did the pandemic affect your business, if applicable?

A: Initially May June July was affected. After getting used to status reoopersted faster than others

Q: How can we, as the Village of Villa Park, support you?

A: Very cooperative (places of eating taxes) technology issues just recently launched helped.

Economic Development Commission – Business Retention Visits (2023)

Business Name: **Baladi Fresh Market**

Q: Please tell us about your business (length of time in business, length of time in present location, what types of products or services you provide, etc)

A: Fresh Market was established in March 2000 with the only location at 601 W. North Avenue Villa Park. The main operation was selling produce, groceries, and halal foods including beef, goats, lambs, and chicken. I purchased the company including its corporate name and all rights in January 2014. Since then I've been updating my business as much as I can. We adopted a new DBA:/ BALADI FRESH MARKET in 2015.

About three years ago I was able to add 800 square feet to the back of the store (742 N. Westmore Ave) which allowed us to add a prep area for a Bakery and an Eatery to go, and catering.

Our business now consists of bakery, restaurant, produce, grocery, and large selection of fresh meats.

Q: What factors made you choose Villa Park?

A: I purchased this business based on the existing location.

Q: How many years have you been in the present location?

A: 23 years.

Q: Please tell us about any issues you encountered while starting out your business.

A: There are a couple of you know Beggers who seem to be drug users and constantly scare my customers and make them feel uncomfortable. I would like if you could help me and find a permanent solution.

Q: Do you have any parking concerns?

A: N/A. We have plenty of parking spaces available.

Q: What are your safety concerns?

A: Some neighbors and other drivers bring their trash to our dumpster.

Q: Please share your plans moving forward in regard to expanding, do you have the capacity to expand?

A: We are applying to move the bakery oven to the back area which will allow us do more catering in the front area. Also working on rearranging the cashier area to make it more convenient and a better look.

Q: Where are your customers primarily located - are they local?

A: Our customers drive to our store from as far as 20 miles radius. Mainly Naperville, Aurora, Plainfield, Orland Park, Bolingbrook, willow brook, Burr Ridge, Wheaton, Glen Ellyn, Lombard, Glendale heights, Bloomingdale, Roselle, Elgin, Wood Dale, Des Plains, and many other areas. We carry specialty Egyptian food that brings customers from Wisconsin and Indiana.

Q: How did the pandemic affect your business, if applicable?

A: While we were looked at as a business that stayed open and not affected by the pandemic but in fact we were very affected because we had to spend a lot more money to keep our business going. We had to spend on extra cleaning supplies and third party cleaning companies to disinfect and sanitize the whole store. The fact that the government was allowing people to go on unemployment without confirmation caused a huge increase in the demand for employees who are not to be found at any paying rate, but they all asked for CASH payments which did not work for us. The pandemic increased the pay rate of the inexperienced employees and caused us to pay more for less work.

Q: How can we, as the Village of Villa Park, support you?

A: I would like three months marketing campaign for the new Baladi Eatery and bakery around the North Ave and N Westmore Ave. I would like to use banners and flags. I also would love to have a few tables on the east side of the building since all of our customers order to go.

Economic Development Commission – Business Retention Visits (2023)

Business Name: **Lunar Brewery**

Q: Please tell us about your business (length of time in business, length of time in present location, what types of products or services you provide, etc)

A: 27 years, brewery

Q: What factors made you choose Villa Park?

A: lives here and used to be a customer

Q: How many years have you been in the present location?

A: 27 years

Q: Please tell us about any issues you encountered while starting out your business.

A: Having people fins them

Q: Do you have any parking concerns?

A: Other businesses getting complimentary parking

Q: What are your safety concerns?

A: Traffic conditions

Q: Please share your plans moving forward in regard to expanding, do you have the capacity to expand?

A: Possibly, wants to add outdoor seating

Q: Where are your customers primarily located - are they local?

A: mostly local

Q: How did the pandemic affect your business, if applicable?

A: It crushed them, they are still in the red

Q: How can we, as the Village of Villa Park, support you?

A: eating taxes seem to be a blanket tax for any business even if they don't have food

Economic Development Commission – Business Retention Visits (2023)

Business Name: **Standard Meadery**

Q: Please tell us about your business (length of time in business, length of time in present location, what types of products or services you provide, etc)

A: Meadery, 2020

Q: What factors made you choose Villa Park?

A: Location and grew up near here.

Q: How many years have you been in the present location?

A: 3

Q: Please tell us about any issues you encountered while starting out your business.

A: Nothing major

Q: Do you have any parking concerns?

A: Yes, most traffic is local with no car, so required parking spots kind of make no sense

Q: What are your safety concerns?

A: None

Q: Please share your plans moving forward in regard to expanding, do you have the capacity to expand?

A: Beer garden out of current location, and to get larger place.

Q: Where are your customers primarily located - are they local?

A: Mostly neighborhood, craft beer crowd

Q: How did the pandemic affect your business, if applicable?

A: Did Great

Q: How can we, as the Village of Villa Park, support you?

A: Lack of promotion