



Ord. No. 4391
Reso. No. 24009

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

Village Board of Trustees

February 26, 2024

7:00 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky

Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

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.**

1. **Call to Order - Roll Call**
2. **Pledge of Allegiance**
3. **Amendments to the Agenda**
4. **Public Comments on Agenda Items**
5. **Public Comments on Non-Agenda Items**
6. **Proclamations**
7. **Presentation**
8. **Appointment to Commission**
9. **Consent Agenda**
 - a. Bill Listings from the Week of February 12, 2024 for \$342,110.72, February 20, 2024 for \$2,155,333.27 for a Total Amount of \$2,497,443.99.
 - b. Approval of the Minutes of February 12, 2024 Committee of the Whole and Village Board of Trustees Meetings.
 - c. Ordinance Adopting 2024 Zoning Map

Each year the Village is required to publish a Zoning Map by March 31, per ILCS Section 11-13-19. The attached map looks slightly different than last years as there are now 3 inserts for particularly tight areas. Staff recommends approval of adopting the 2024 Zoning Map
10. **Ordinance for First Reading**
11. **Ordinance for Second Reading**

12. Ordinances

- a. An Ordinance Approving and Authorizing the Execution of a Business District Tax and Sales Tax Sharing Agreement between the Village of Villa Park and Lone Star-Cardinal Motorcycle Ventures, LLC

The proposed Ordinance authorizes the Village President to execute an agreement on behalf of the Village with Lone Star-Cardinal Motorcycle Ventures, LLC that is intended to provide incentives to develop a companion, but separate business to the existing Wildfire Harley-Davidson dealership on North Avenue. Lone-Star Cardinal would receive 100% of the Business District Tax (BDT) and new sales tax generated by the new Polaris dealership up to eight years (2032) or up to the total reimbursement of \$1,000,000 (whichever is less) for redevelopment of the property at 120 West North Avenue. The Economic Development Commission reviewed the proposed agreement and unanimously recommended approval. Staff recommends approval of the ordinance.

- b. An Ordinance Approving an Amendment Releasing Parcels from the Redevelopment Project Area of the Kenilworth Tax Increment Financing District - TIF 5

This is the Ordinance Approving an Amendment Releasing Parcels from the Redevelopment Project Area of the Kenilworth Tax Increment Financing District - TIF 5. Staff recommends approval of the ordinance.

- c. An Ordinance Terminating the Designation of the St. Charles Road Redevelopment Project Area as a Tax Increment Financing Redevelopment Project Area, and Dissolving the Special Tax Increment Allocation Fund for said Redevelopment Project Area - TIF 4

This is an Ordinance Terminating the St. Charles Road Redevelopment Project Area - TIF 4 and Dissolving the Special Tax Increment Allocation Fund for said Redevelopment Project Area. Staff recommends approval of this Ordinance.

- d. An Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the St. Charles Road Commercial Corridor Redevelopment Project Area

This Ordinance is Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the St. Charles Road Commercial Corridor Redevelopment Project Area. Staff recommends approval of this ordinance.

- e. An Ordinance Designating the St. Charles Road Commercial Corridor Redevelopment Project Area of Villa Park a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act

This is an Ordinance Designating the St. Charles Road Commercial Corridor Redevelopment Project Area a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act, per the previously approved Plan. Staff recommends approval of the ordinance.

- f. An Ordinance Adopting Tax Increment Allocation Financing for the St. Charles Road Commercial Corridor Redevelopment Project Area

This is an Ordinance Adopting Tax Increment Allocation Financing for the St. Charles Road Commercial Corridor Redevelopment Project Area, which is creating TIF

7. Staff recommends approval of the ordinance.

- g. Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement between the Village of Villa Park and Schamberger Bros., Inc. (101 East Hill Street, Villa Park IL 60181)

This is an ordinance authorizing the Village President to execute a license agreement for a portion of the Hill Street Right-of-Way between the Village of Villa Park and the owner of the property at 101 East Hill Street to allow for the existing parking lot and fence to remain in place. This agreement will bring the property into compliance and allow the owner to acquire permits to make minor improvements. Staff recommends approval of the ordinance.

13. Resolutions

- a. Resolution Approving renewal of the DuPage County Contract with Al Warren Oil Company, Inc. for the Joint Purchase of Gasoline and Diesel Fuel

This resolution is to approve and concur with DuPage County to renew the contract with Al Warren Company, Inc. for the joint purchase of gasoline and diesel fuel. The pricing, terms and conditions as required by the specifications will remain the same as last year. The Fleet Department utilizes this bid currently for its purchase of fuels and has found the pricing to be the same as other joint purchase contracts. Staff recommends approval of this resolution to allow for the continued purchasing of fuel from Al Warren Oil Company, Inc. for 2024.

- b. Supplemental Resolution for Motor Fuel Tax for Section 22-00102-00-RS 2023 REBUILD Illinois Resurfacing Project

To approve the supplement resolution for an additional \$77,928.76 of Motor Fuel Tax Funds for the 2023 REBUILD Illinois Resurfacing Project. The Village Board approved the final change order for the 2023 REBUILD Illinois Resurfacing, which increased the total cost of the project to \$1,278,671.60. Prior to the project, the Village Board approved resolutions for Rebuild Illinois Bonds and Motor Fuel Tax totaling \$1,200,742.84 and leaving a funding gap of \$77,928.76. This resolution is required to allow the utilization of Motor Fuel Tax to fund the difference. Staff recommends the approval of this resolution to utilize motor fuel tax.

14. Unfinished Business

15. New Business

16. Village Commission Reports

- a. Acceptance of the Environmental Concerns Commission Minutes of the November 16, 2023 Meeting.
- b. Acceptance of the Bike Pedestrian and Transit sub-committee Minutes of the November 16, 2023 and December 16, 2023 Meetings.
- c. Acceptance of the Traffic and Safety Commission Minutes of the November 7, 2023 and January 2, 2024 Meetings.

17. Village Clerk's Report

- 18. Village Trustees' Report**
- 19. Village President's Report**
- 20. Village Manager's Report**
- 21. Executive Session**
- 22. Adjournment**

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



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: February 26, 2024

SUBJECT: Bill Listings from the Week of February 12, 2024 for \$342,110.72, February 20, 2024 for \$2,155,333.27 for a Total Amount of \$2,497,443.99.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on February 26, 2024

Covering weekly check runs dated for:

February 12, 2024/CY24..... \$279,021.73

1 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0212 CY2024","0205 INT CY2024"

Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
6259	MIDLAND PLUMBING & SEWER	244 N PRINCETON	0	244 N PRINCETON BOND RELEASE	1,200.00 ✓	.00	
6259	MIDLAND PLUMBING & SEWER	314 S YALE - BOND	0	314 S YALE - BOND RELEASE	1,200.00 ✓	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					2,400.00	.00	
Total :					2,400.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	87.70 ✓	.00	
Total 10.511.00.210 TELEPHONE:					87.70	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES							
13862	CP2 CONSULTING INC	188	0	STRATEGIC PLANNING CONSULTANT SERVICES	8,125.00 ✓	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					8,125.00	.00	
10.511.00.303 DUES & PUBLICATIONS							
7624	DUPAGE CONVENTION & VISITORS BUR	2023-842	0	ANNUAL MUNICIPALITY DUES	2,390.75 ✓	.00	
Total 10.511.00.303 DUES & PUBLICATIONS:					2,390.75	.00	
Total PUBLIC AFFAIRS:					10,603.45	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STRATEGIC SERVANT LEADERSHIP CONFERENC	450.00 ✓	.00	
Total 10.512.00.202 TRAINING & CONFERENCES:					450.00	.00	
10.512.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	43.85 ✓	.00	
Total 10.512.00.210 TELEPHONE:					43.85	.00	
10.512.01.210 TELEPHONE							
12005	SAWYER, BRIAN	jan24	0	PERS DEVICE PHONE REIMB	24.99 ✓	.00	
12005	SAWYER, BRIAN	jan24	0	USAGE REIMB	24.99 ✓	.00	
Total 10.512.01.210 TELEPHONE:					49.98	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
6622	CDS OFFICE TECHNOLOGIES	1589720	0	DASH MOUNT	2,625.18 ✓	.00	
6849	CURRENT TECHNOLOGIES CORP	14421	0	NEW SAN	12,220.53 ✓	.00	
6150	DELL MARKETING LP	10727793529	0	LATITUDE 5540 LAPTOP & DOCK	1,490.97 ✓	.00	
6150	DELL MARKETING LP	10728087269	0	DELL P2422H MONITOR (8)	1,067.12 ✓	.00	
6150	DELL MARKETING LP	10728087269	0	SOUND BAR (2)	82.00 ✓	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					17,485.80	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES							
13759	HEARTLAND BUSINESS SYSTEMS LLC	668202-H	0	MITEL PHONE SUPPORT	323.75 ✓	.00	
12755	KNO2 LLC	22153	0	MONTHLY LINE AND DOMESTIC PAGES	2.00 ✓	.00	
12005	SAWYER, BRIAN	jan24	0	MILEAGE REIMB; JAN 2024	19.03 ✓	.00	
13857	SRSD CONSULTING LLC	459A0351-0004	0	CONSULTING - LEADERSHIP COACHING	750.00 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					1,094.78	.00	
Total MANAGER:					19,124.41	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	930312-0	0	CONFIDENTIAL STAMP	7.30 ✓	.00	
7523	RUNCO OFFICE SUPPLY	930488-0	0	POST IT FLAGS	13.97 ✓	.00	
Total 10.513.00.317 OFFICE SUPPLIES:					21.27	.00	
Total FINANCE:					21.27	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	263.10 ✓	.00	
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	76.02 ✓	.00	
Total 10.514.00.210 TELEPHONE:					339.12	.00	
10.514.00.270 MAINT OF OFFICE EQUIPMENT							
6269	KONICA MINOLTA BUSINESS	9009755433	0	JANUARY COPY CHARGES	21.14 ✓	.00	
11015	KONICA MINOLTA PREMIER FINANCE	521003012	0	LEASE CHARGES JAN 2024	80.00 ✓	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:					101.14	.00	
Total COMMUNITY DEVELOPMENT:					440.26	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
6943	OTIS ELEVATOR CO	CY17998001	0	PD HOISTWAY ACCESS ASSIST WITH FIRE ALAR	650.00 ✓	.00	
6334	STATE INDUSTRIAL PRODUCTS	903192391	0	PW AIR HANDLER PROGRAM	216.00 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					866.00	.00	
Total BUILDINGS & GROUNDS:					866.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	43.85 ✓	.00	
Total 10.518.00.210 TELEPHONE:					43.85	.00	
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION	4182134361	0	FLT UNIFORMS MATS TOWELS	67.87 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:					67.87	.00	
10.518.00.309 GAS & DIESEL FUEL							
6834	AL WARREN OIL COMPANY INC	W1625716	0	GASOLINE PURCHASE	12,680.23 ✓	.00	
6834	AL WARREN OIL COMPANY INC	W1625717	0	DIESEL FUEL PURCHASE	7,244.28 ✓	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					19,924.51	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	237557	0	FIRE U-81 LEFT REAR TIRE SENSOR	58.53 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					58.53	.00	
Total GARAGE:					20,094.76	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ILEAS CONFERENCE REGISTRATION-DC KUBISH	350.00 ✓	.00	
Total 10.520.01.202 TRAINING & CONFERENCES:					350.00	.00	
10.520.01.210 TELEPHONE							
6298	VERIZON WIRELESS	9954633505	0	TELEPHONE BILL	1,293.50 ✓	.00	
Total 10.520.01.210 TELEPHONE:					1,293.50	.00	
10.520.01.303 DUES & PUBLICATIONS							
4125	KIWANIS CLUB OF VILLA PARK	24-133	0	KIWANIS CLUB OF VILLA PARK ANNUAL DUES 20	138.00 ✓	.00	
Total 10.520.01.303 DUES & PUBLICATIONS:					138.00	.00	
10.520.09.291 ANIMAL HOSPITAL EXPENSE							
5650	DUPAGE COUNTY ANIMAL SERVICES	23152	0	STRAY ANIMAL SERVICES	135.00 ✓	.00	
Total 10.520.09.291 ANIMAL HOSPITAL EXPENSE:					135.00	.00	
10.520.09.333 RANGE SUPPLIES							
12674	AXON ENTERPRISE INC	INUS220816	0	TASERS AND SUPPLIES FOR PD	6,288.20 ✓	.00	
Total 10.520.09.333 RANGE SUPPLIES:					6,288.20	.00	
Total POLICE:					8,204.70	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	131.55 ✓	.00	
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	24.95 ✓	.00	
Total 10.521.01.210 TELEPHONE:					156.50	.00	
Total FIRE:					156.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	74.85 ✓	.00	
Total 10.523.02.210 TELEPHONE:					74.85	.00	
10.523.02.280 DUCOMM							
305	DU-COMM	18881	0	QUARTERLY SHARES 02.24-04.24	23,234.25 ✓	.00	
Total 10.523.02.280 DUCOMM:					23,234.25	.00	
10.523.02.402 NON-CAPITAL OUTLAY							
13918	US DEPARTMENT OF TREASURY	L45241129	0	REIMB FOR STIMULUS PAYMENT RCVD	18,173.36 ✓	18,173.36	02/05/2024
Total 10.523.02.402 NON-CAPITAL OUTLAY:					18,173.36	18,173.36	
Total AMBULANCE/PARAMEDIC:					41,482.46	18,173.36	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES							
13356	LAKESHORE RECYCLING SYSTEMS	4595553	0	TRASH & BRUSH REMOVAL JAN 2024	147,385.60	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:					147,385.60	.00	
Total GARBAGE:					147,385.60	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	24.95 ✓	.00	
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	21.28 ✓	.00	
Total 10.525.01.210 TELEPHONE:					46.23	.00	
10.525.01.299 OTHER CONTRACTUAL SERVICES							
13824	ZIPS CAR WASH LLC	PS-INV104338	0	3 CAR WASHES JANUARY 2024	9.00 ✓	.00	
Total 10.525.01.299 OTHER CONTRACTUAL SERVICES:					9.00	.00	
10.525.25.393 STREET LIGHTING MATERIALS							
8296	EXCEL LTD INC	19717	0	SQ D 120V COIL CONTACTOR, ZELIO RELAY	1,204.85 ✓	.00	
Total 10.525.25.393 STREET LIGHTING MATERIALS:					1,204.85	.00	
10.525.27.341 SALT/CALCIUM CHLORIDE							
5737	CARGILL INC	2909097978	0	125.33 TNS DEICER SALT ICE CONTROL	9,413.53 ✓	.00	
5737	CARGILL INC	2909113099	0	25.93 TONS DEICER SALT ICE CONTROL	1,947.60 ✓	.00	
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:					11,361.13	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	24773	0	HIGH PERFORMANCE COLD	320.00 ✓	.00	
326	DUPAGE MATERIALS COMPANY LLC.	24775	0	HIGH PERFORMANCE COLD	320.00 ✓	.00	
326	DUPAGE MATERIALS COMPANY LLC.	24777	0	HIGH PERFORMANCE COLD	320.00 ✓	.00	
Total 10.525.27.342 ASPHALT MIX:					960.00	.00	
Total STREET:					13,581.21	.00	
Total CORPORATE FUND:					264,360.62	18,173.36	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
33.502.02.303 DUES & PUBLICATIONS							
7624	DUPAGE CONVENTION & VISITORS BUR	2023-842	0	ANNUAL MUNICIPALITY DUES	5,000.00	.00	
Total 33.502.02.303 DUES & PUBLICATIONS:					5,000.00	.00	
Total GENERAL:					5,000.00	.00	
Total HOTEL/MOTEL TAX FUND:					5,000.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	263.10 ✓	.00	
Total 35.502.01.210 TELEPHONE:					263.10	.00	
Total GENERAL:					263.10	.00	
Total RECREATION FUND:					263.10	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	219.25 ✓	.00	
Total 36.502.01.210 TELEPHONE:					219.25	.00	
36.502.02.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	74.85 ✓	.00	
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	6.08 ✓	.00	
Total 36.502.02.210 TELEPHONE:					80.93	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
1008	TERRACE SUPPLY COMPANY	1056241	0	PARKS TOOL RENTAL	19.53 ✓	.00	
1008	TERRACE SUPPLY COMPANY	1056242	0	PARKS TOOL RENTAL	13.02 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					32.55	.00	
36.502.02.318 PLAYGROUND EQUIPMENT PARTS							
5606	TEAM REIL INC	24241	0	WILLOWBROOK PARK RAIL RIDER TROLLEY; TWI	1,146.00 ✓	.00	
Total 36.502.02.318 PLAYGROUND EQUIPMENT PARTS:					1,146.00	.00	
Total GENERAL:					1,478.73	.00	
Total PARKS FUND:					1,478.73	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.299 OTHER CONTRACTUAL SERVICES							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	38.01	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					38.01	.00	
Total GENERAL:					38.01	.00	
Total STREET IMPROVEMENT FUND:					38.01	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
12163	GLENBARD SECURITY INC	D25	0	FLASHLIGHTS	675.00 ✓	.00	
3056	LUND INDUSTRIES INC	104731	0	CY24 FIRE DURANGO CENTER CONSOLE	784.92 ✓	.00	
782	O'HERRON CO INC, RAY	2321216	0	SIREN SPEAKER	171.93 ✓	.00	
782	O'HERRON CO INC, RAY	2321942	0	AMMO	535.70 ✓	.00	
782	O'HERRON CO INC, RAY	2322087	0	MICRODASH	256.50 ✓	.00	
782	O'HERRON CO INC, RAY	2322268	0	FIRE DC81 PREEMPTION	285.00 ✓	.00	
782	O'HERRON CO INC, RAY	2323072	0	FIRE DC81 L BRACKETS	72.00 ✓	.00	
782	O'HERRON CO INC, RAY	2323131	0	FIRE DC81 PATHFINDER SIREN	995.00 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					3,776.05	.00	
Total GENERAL:					3,776.05	.00	
Total EQUIPMENT REPLACEMENT FUND:					3,776.05	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	2.92 ✓	.00	
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	87.70 ✓	.00	
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	152.04 ✓	.00	
Total 82.502.01.210 TELEPHONE:					242.66	.00	
82.502.01.317 OFFICE SUPPLIES							
851	QUILL CORPORATION	36746795	0	LEGAL SIZE CLIPBOARDS	77.98 ✓	.00	
Total 82.502.01.317 OFFICE SUPPLIES:					77.98	.00	
82.502.01.399 OTHER SUPPLIES							
6150	DELL MARKETING LP	10728087269	0	DELL P2422H MONITOR (2)	266.78 ✓	.00	
Total 82.502.01.399 OTHER SUPPLIES:					266.78	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES							
4059	ASSOCIATED TECHNICAL SERVICES	38002	0	EMERGENCY LEAK DETECTION AT 714 N YALE	450.00 ✓	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:					450.00	.00	
Total GENERAL:					1,037.42	.00	
Total WATER SUPPLY FUND:					1,037.42	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE							
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	6.08 ✓	.00	
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	76.02 ✓	.00	
13410	VERIZON WIRELESS PW	9955272430	0	WIRELESS SERVICE FROM 12/27/23 TO 01/26/24	87.70 ✓	.00	
Total 83.502.01.210 TELEPHONE:					169.80	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES							
4913	FLOW TECHNICS	INV000010688	0	REPAIR PUMP 2 AT YALE & RIDGE LIFT STATION	750.00 ✓	.00	
4913	FLOW TECHNICS	INV000010689	0	REPAIR PUMP CSO PUMP AT WWFTF	750.00 ✓	.00	
4913	FLOW TECHNICS	INV000010711	0	CONFINED SPACE ENTRY TO PULL PUMP #3 YAL	1,330.00 ✓	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:					2,830.00	.00	
83.502.02.302 CHEMICALS							
33	ALEXANDER CHEMICAL CORP	77273	0	WWFTF CHLORINE RENTAL FEES	68.00 ✓	.00	
Total 83.502.02.302 CHEMICALS:					68.00	.00	
Total GENERAL:					3,067.80	.00	
Total WASTEWATER FUND:					3,067.80	.00	
Grand Totals:					279,021.73	18,173.36	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>264,360.62</u>
HOTEL/MOTEL TAX FUND	
Total HOTEL/MOTEL TAX FUND:	<u>5,000.00</u>
RECREATION FUND	
Total RECREATION FUND:	<u>263.10</u>
PARKS FUND	
Total PARKS FUND:	<u>1,478.73</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>38.01</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>3,776.05</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>1,037.42</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>3,067.80</u>
Grand Totals:	<u><u>279,021.73</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE

2/8/24

APPROVED BY




Amount Paid

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Adjustmentid = {IS NULL}

Invoice.Batch = "WF0212 CY2024","0205 INT CY2024"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on February 26, 2024

Covering weekly check runs dated for:

February 12, 2024/CY23.....\$63,088.99

2 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0212 CY2023","0205 INT CY2023"

Invoice Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0030170051 12/202	0	21 W PLYMOUTH; 12/5-1/8/24	314.91 ✓	.00	
237	COMMONWEALTH EDISON CO	1043074121 12/202	0	JACKSON POND; 12/18-1/20/24	25.48 ✓	.00	
237	COMMONWEALTH EDISON CO	9006703009 12/202	0	SIREN; 12/4-1/5/24	35.52 ✓	.00	
237	COMMONWEALTH EDISON CO	9006734022 12/202	0	106 S VILLA; 12/4-1/5/24	472.77 ✓	.00	
Total 10.516.00.219 UTILITY - ELECTRIC:					848.68	.00	
Total BUILDINGS & GROUNDS:					848.68	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8000258004 12/202	0	METRA STN PARK LOT; 12/5-1/8/24	96.14	.00	
Total 10.517.00.219 UTILITY - ELECTRIC:					96.14	.00	
Total COMMUTER PARKING LOT:					96.14	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13147	MACQUEEN EMERGENCY	2359.08	0	FIRE E81 - INSPECTION, ALIGNMENT, POWER ST	2,359.08 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					2,359.08	.00	
10.518.00.315 INSPECTIONS AND SAFETY TESTS							
985	SUBURBAN DRIVELINE INC	68961	0	93 SAFETY INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	68971	0	94 SAFETY INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	69026	0	23 SAFETY INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	69028	0	16 SAFETY INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	69030	0	25 SAFETY INSPECTION	67.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	69031	0	19 SAFETY INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	69034	0	FIRE M-82 SAFETY INSPECTION	45.00 ✓	.00	
985	SUBURBAN DRIVELINE INC	69087	0	246 SAFETY INSPECTION	45.00 ✓	.00	
Total 10.518.00.315 INSPECTIONS AND SAFETY TESTS:					382.00	.00	
Total GARAGE:					2,741.08	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246055 12/20	0	1 S CENTRAL LITE RT/25; 12/6-1/9/24	998.30 ✓	.00	
13411	AEP ENERGY	3017246077 12/20	0	118 S VILLA AVE; 11/3-12/6/23	96.61 ✓	.00	
237	COMMONWEALTH EDISON CO	0179073093 12/202	0	889 W NO STREETLGHTS; 12/5-1/8/24	99.38 ✓	.00	
237	COMMONWEALTH EDISON CO	0969040060 12/202	0	TRAFFIC SIGNALS; 12/6-1/9/24	904.44 ✓	.00	
237	COMMONWEALTH EDISON CO	3779053023 12/202	0	STREETLIGHTS 2; 12/4-1/5/24	70.85 ✓	.00	
237	COMMONWEALTH EDISON CO	5763147089 12/202	0	STREETLIGHTS 1; 11/29-1/2/24	244.32 ✓	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					2,413.90	.00	
Total STREET:					2,413.90	.00	
Total CORPORATE FUND:					6,099.80	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.16.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	8668740009 12/202	0	TENNIS CRTS; 12/1-1/4/24	25.48	.00	
Total 35.502.16.219 UTILITY - ELECTRIC:					25.48	.00	
35.502.36.311 PROGRAM SUPPLIES							
6682	MICHAEL ANTHONY'S PIZZA	139665	0	PRESCHOOL XMAS PARTY	162.75	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					162.75	.00	
Total GENERAL:					188.23	.00	
Total RECREATION FUND:					188.23	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	0603100125 12/202	0	TWIN LAKES; 12/22-1/25/24	212.52 ✓	.00	
237	COMMONWEALTH EDISON CO	9006795007 12/202	0	ROTARY PARK; 12/4-1/5/24	40.34 ✓	.00	
Total 36.502.01.219 UTILITY - ELECTRIC:					252.86	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES							
12626	QUALITY LIGHTING ASSOCIATES LLC.	1161	0	NORTH TERRACE PARK LIGHT POLE WORK	1,335.00 ✓	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:					1,335.00	.00	
Total GENERAL:					1,587.86	.00	
Total PARKS FUND:					1,587.86	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.219 UTILITY - ELECTRIC							
237	COMMONWEALTH EDISON CO	7748424005 12/202	0	JEFF POOL; 12/5-1/8/24	417.83	.00	
Total 41.502.01.219 UTILITY - ELECTRIC:					417.83	.00	
Total GENERAL:					417.83	.00	
Total SWIMMING POOL FUND:					417.83	.00	

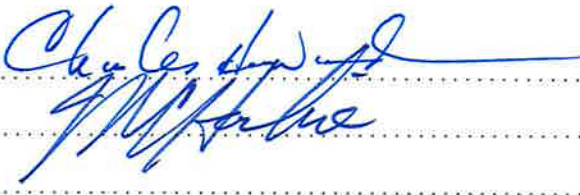
Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13909	3F CORPORATION	713-07-C	35011	LIONS REC CENTER DECEMBER '23 CONSTRUC	20,410.00	20,410.00	02/05/2024
Total 67.502.02.401 CAPITAL OUTLAY:					20,410.00	20,410.00	
Total GENERAL:					20,410.00	20,410.00	
Total BUILDING IMPROVEMENTS FUND:					20,410.00	20,410.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.399 OTHER SUPPLIES							
5368	IMAGING ESSENTIALS	SINV102309	0	PLOTTER INK CARTRIDGE	157.88 ✓	.00	
Total 82.502.01.399 OTHER SUPPLIES:					157.88	.00	
82.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421013 12/20	0	CORNELL PUMP STN; 12/6/23-1/9/24	2,524.34 ✓	.00	
237	COMMONWEALTH EDISON CO	0005158074 12/202	0	520 N PRINCETON; 12/6-1/9/24	415.33 ✓	.00	
237	COMMONWEALTH EDISON CO	0233060038 12/202	0	CENTRAL PUMPING STN; 12/6-1/9/24	513.48 ✓	.00	
237	COMMONWEALTH EDISON CO	6152211004 12/202	0	WTR/SWR; 12/4-1/5/24	207.70 ✓	.00	
237	COMMONWEALTH EDISON CO	6667072019 12/202	0	WELL #2; 12/4-1/5/24	26.27 ✓	.00	
Total 82.502.02.219 UTILITY - ELECTRIC:					3,687.12	.00	
82.502.02.292 ENGINEERING SERVICES							
5301	COLLINS ENGINEERS INC	55516	0	COLLINS ENGINEERS INVOICE 55516	27,400.00 ✓	.00	
Total 82.502.02.292 ENGINEERING SERVICES:					27,400.00	.00	
Total GENERAL:					31,245.00	.00	
Total WATER SUPPLY FUND:					31,245.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.399 OTHER SUPPLIES							
5368	IMAGING ESSENTIALS	SINV102309	0	PLOTTER INK CARTRIDGE	157.88 ✓	.00	
Total 83.502.01.399 OTHER SUPPLIES:					157.88	.00	
83.502.02.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3014421024 12/20	0	WWFTF ; 11/3-12/6/23	976.92 ✓	.00	
237	COMMONWEALTH EDISON CO	0007134036 12/202	0	WESTLANDS LIFT STN; 12/6-1/9/24	44.45 ✓	.00	
237	COMMONWEALTH EDISON CO	0045126092 12/202	0	NORTH & YALE; 12/22-1/25/24	477.43 ✓	.00	
237	COMMONWEALTH EDISON CO	0051086116 12/202	0	900 N VILLA; 12/22-1/25/24	405.65 ✓	.00	
237	COMMONWEALTH EDISON CO	0063015145 12/202	0	S VILLA LIFT STN; 12/6-1/9/24	907.40 ✓	.00	
237	COMMONWEALTH EDISON CO	0375103058 12/202	0	RT 83 LIFT STN; 12/6-1/9/24	59.39 ✓	.00	
237	COMMONWEALTH EDISON CO	0474090018 12/202	0	YALE/RIDGE LIFT STN; 12/6-1/9/24	111.15 ✓	.00	
Total 83.502.02.219 UTILITY - ELECTRIC:					2,982.39	.00	
Total GENERAL:					3,140.27	.00	
Total WASTEWATER FUND:					3,140.27	.00	
Grand Totals:					63,088.99	20,410.00	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>6,099.80</u>
RECREATION FUND	
Total RECREATION FUND:	<u>188.23</u>
PARKS FUND	
Total PARKS FUND:	<u>1,587.86</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>417.83</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>20,410.00</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>31,245.00</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>3,140.27</u>
Grand Totals:	<u><u>63,088.99</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 2/9/24APPROVED BY 



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on February 26, 2024

Covering weekly check runs dated for:

February 20, 2024/CY24\$2,053,681.94

1 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0220 CY2024","0213 INT CY2024","0220 INT2024"

Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050 UTILITY CASH CLEARING							
12476	UTILITY BILLING REFUNDS	10-07600-00R1	0	FIN CREDIT BAL; 750 N ADDISON RD	628.98 ✓	.00	
12476	UTILITY BILLING REFUNDS	10-11480-00R1	0	FIN CREDIT BAL; 535 N HARVARD AVE	86.82 ✓	.00	
12476	UTILITY BILLING REFUNDS	10-16860-05R1	0	FIN CREDIT BAL; 714 N ARDMORE AVE	279.23 ✓	.00	
12476	UTILITY BILLING REFUNDS	14-01510-00R1	0	FIN CREDIT BAL; 851 N VILLA AVE	18.98 ✓	.00	
12476	UTILITY BILLING REFUNDS	14-01620-04R1	0	FIN CREDIT BAL; 246 E ADELE CT	262.98 ✓	.00	
Total 01.110050 UTILITY CASH CLEARING:					1,276.99	.00	
Total :					1,276.99	.00	
Total CASH ALLOCATIONS FUND:					1,276.99	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.210508 ESCROW: P. W. PROJECTS							
13016	ABC PLUMBING	449 S RIVERSIDE	0	449 S RIVERSIDE - BOND RELEASE	1,200.00 ✓	.00	
13712	F3 PLUMBING & MAINTENANCE LLC	216 W DIVISION- B	0	216 W DIVISION REMAINDER OF BOND RELEASE	1,200.00 ✓	.00	
Total 10.210508 ESCROW: P. W. PROJECTS:					2,400.00	.00	
10.40002 PERS PROP REPLACEMENT TAXES							
10834	VILLA PARK PUBLIC LIBRARY	JAN 2024 PPRT	0	TO REIMBURSE PPRT - JANUARY 2024	19,070.13 ✓	.00	
Total 10.40002 PERS PROP REPLACEMENT TAXES:					19,070.13	.00	
10.43100 BUILDING PERMITS							
13920	KAPLAR, MARCIE	PRDE202400119	0	REFUND OF PERMIT PRDE202400119	100.00 ✓	.00	
Total 10.43100 BUILDING PERMITS:					100.00	.00	
Total :					21,570.13	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.667 COMMUNITY F.U.N. COMMISSION							
11698	SEEI, LESLIE ALLISON	FUN 012324	0	01.23.24 FUN MEETING REFRESHMENTS	94.61	.00	
Total 10.511.00.667 COMMUNITY F.U.N. COMMISSION:					94.61	.00	
Total PUBLIC AFFAIRS:					94.61	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.01.299 OTHER CONTRACTUAL SERVICES							
11629	PROCOM ENTERPRISES LTD	802480	0	SECURITY DOOR LABOR & TRAVEL	45.00 ✓	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:					45.00	.00	
Total MANAGER:					45.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIES	24-VP01	0	PRODUCTION SVCS UTIL BILL RUN#1 2024	208.35	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					208.35	.00	
10.513.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	931314-0	0	STORAGE BOXES, HANGING FOLDERS	219.23	.00	
Total 10.513.00.317 OFFICE SUPPLIES:					219.23	.00	
Total FINANCE:					427.58	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.202 TRAINING & CONFERENCES							
13722	MCLAUGHLIN, MARC	CONFERENCES-AI	0	CONFERENCE AIRFARE/REGISTRATION 2024	1,344.35 ✓	.00	
Total 10.514.00.202 TRAINING & CONFERENCES:					1,344.35	.00	
10.514.00.317 OFFICE SUPPLIES							
7523	RUNCO OFFICE SUPPLY	931320-0	0	FILE DIVIDERS	57.58 ✓	.00	
Total 10.514.00.317 OFFICE SUPPLIES:					57.58	.00	
Total COMMUNITY DEVELOPMENT:					1,401.93	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES							
6430	CINTAS CORPORATION	4182843059	0	FLT UNIFORM & TOWELS	54.07 ✓	.00	
Total 10.518.00.215 SHOP SERVICES:					54.07	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
13651	BRAD MANNING FORD INC	238539	0	PD 157 STEERING SHAFT	412.50 ✓	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					412.50	.00	
Total GARAGE:					466.57	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.299 OTHER CONTRACTUAL SERVICES							
13511	DACRA ADJUDICATION SYSTEM	DT2024-01-031	0	DACRA PD & CD ADJUDICATION/TICKET PROGRA	1,500.00 ✓	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					1,500.00	.00	
10.520.01.303 DUES & PUBLICATIONS							
8615	DUPAGE COUNTY SENIOR POLICE	02-08-24	0	MEMBERSHIP,SVARA	125.00 ✓	.00	
Total 10.520.01.303 DUES & PUBLICATIONS:					125.00	.00	
10.520.07.230 PRINTING SERVICES							
10933	DEPENDABLE PRINTING SERVICES	1565	0	BUSINESS CARDS FOR OFC SIMONS	73.91 ✓	.00	
11870	P.F. PETTIBONE & CO.	1856395	0	PARKING VIOLATION ENVELOPES/INK	649.65 ✓	.00	
Total 10.520.07.230 PRINTING SERVICES:					723.56	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
13472	FLOCK SAFETY	INV-31297	0	2 FLOCK CAMERAS	3,500.00 ✓	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					3,500.00	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
13851	DELTA SONIC CAR WASH SYSTEMS INC	INV-0012429	0	CAR WASHES (UNLIMITED)	47.97 ✓	.00	
13851	DELTA SONIC CAR WASH SYSTEMS INC	INV-0012452	0	CAR WASH 12-30-23 THRU 01-26-24	292.00 ✓	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					339.97	.00	
Total POLICE:					6,188.53	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE							
5665	STAPLETON, STEVEN	JAN24	0	PERS DEVICE USAGE REIMB	24.99 ✓	.00	
5665	STAPLETON, STEVEN	JAN24	0	PERS DEVICE PHONE REIMB	24.99 ✓	.00	
Total 10.521.01.210 TELEPHONE:					49.98	.00	
10.521.01.299 OTHER CONTRACTUAL SERVICES							
13824	ZIPS CAR WASH LLC	7002141	0	FLEX CAR WASH	3.00 ✓	.00	
Total 10.521.01.299 OTHER CONTRACTUAL SERVICES:					3.00	.00	
10.521.22.399 OTHER SUPPLIES							
1589	DARLEY & CO, WS	17520400	0	BRACKET, BLACK	88.67 ✓	.00	
Total 10.521.22.399 OTHER SUPPLIES:					88.67	.00	
Total FIRE:					141.65	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.299 OTHER CONTRACTUAL SERVICES							
8745	STRYKER SALES CORPORATION	9205476731	0	POWER CORD	92.82 ✓	.00	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:					92.82	.00	
10.523.02.399 OTHER SUPPLIES							
8745	STRYKER SALES CORPORATION	9205454800	0	LUCAS POWER SUPPLY CORD	434.93 ✓	.00	
1008	TERRACE SUPPLY COMPANY	71032292	0	(1) THERAPY OXYGEN CYL FOR STA 81	49.65 ✓	.00	
Total 10.523.02.399 OTHER SUPPLIES:					484.58	.00	
Total AMBULANCE/PARAMEDIC:					577.40	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE							
6498	SALERNO, RICHARD	February 2024	0	PERS DEVICE PHONE REIMB; FEBRUARY 2024	24.99 ✓	.00	
6498	SALERNO, RICHARD	February 2024	0	PHONE USAGE REIMBURSEMENT; FEBRUARY 20	24.99 ✓	.00	
Total 10.525.01.210 TELEPHONE:					49.98	.00	
10.525.27.342 ASPHALT MIX							
326	DUPAGE MATERIALS COMPANY LLC.	24783	0	FRAP 3/8 MINUS	182.00 ✓	.00	
Total 10.525.27.342 ASPHALT MIX:					182.00	.00	
Total STREET:					231.98	.00	
Total CORPORATE FUND:					31,145.38	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
19.520.01.212	LEGAL SERVICES - POLICE DUI						
434	SMITH & FULLER	6655	0	LEGAL SERVICES-JANUARY 2024	2,411.55	.00	
Total 19.520.01.212 LEGAL SERVICES - POLICE DUI:					2,411.55	.00	
Total POLICE:					2,411.55	.00	
Total DUI TECHNOLOGY FUND:					2,411.55	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.44403	FALL/WNTR/SPRG PROGRAM REV						
13919	DANISH, FRANK	172879	0	CANCELLED DOG OBEDIENCE CLASS	100.00	.00	
Total 35.44403 FALL/WNTR/SPRG PROGRAM REV:					100.00	.00	
Total :					100.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.205 POSTAGE							
7713	PITNEY BOWES	ACCT 4413401 02.0	0	ICC POSTAGE ACCT#4413401	300.00 ✓	.00	
Total 35.502.01.205 POSTAGE:					300.00	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
8623	QUICKSCORES LLC	240256	0	CY24 SCHEDULING SERVICE WOMENS VOLLEYB	105.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					105.00	.00	
35.502.36.311 PROGRAM SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	PINV2525150	0	PRESCHOOL SUPPLIES	22.99 ✓	.00	
6682	MICHAEL ANTHONY'S PIZZA	139664	0	DEC BIRTHDAY BINGO	228.75 ✓	.00	
6682	MICHAEL ANTHONY'S PIZZA	139674	0	JANUARY LET US DO LUNCH	195.00 ✓	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					446.74	.00	
Total GENERAL:					851.74	.00	
Total RECREATION FUND:					951.74	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
13147	MACQUEEN EMERGENCY	E00165	0	NEW FIRE 2023 PI PUMBER - IMPEL CONTRACT P	697,900.00 ✓	697,900.00	02/13/2024
13147	MACQUEEN EMERGENCY	E00165	0	SAFETY UPGRADES	6,792.00 ✓	6,792.00	02/13/2024
782	O'HERRON CO INC, RAY	2322733	0	LIGHTS FOR DURANGO	912.00 ✓	.00	
782	O'HERRON CO INC, RAY	2323613	0	BRACKETS,SPEAKER, LIGHTS FOR DODGE DUR	261.69 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					705,865.69	704,692.00	
65.502.02.402 NON-CAPITAL OUTLAY							
13913	FIRE HOUSE INNOVATIONS LI INC	1495	0	FORCIBLE ENTRY DOOR	8,915.00 ✓	.00	
13913	FIRE HOUSE INNOVATIONS LI INC	1495	0	SHIPPING	955.00 ✓	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					9,870.00	.00	
Total GENERAL:					715,735.69	704,692.00	
Total EQUIPMENT REPLACEMENT FUND:					715,735.69	704,692.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
13909	3F CORPORATION	713-08-C	35011	LIONS REC CENTER JANUARY 2024 CONSTRUCT	51,026.00 ✓	51,026.00	02/13/2024
13868	ALESSIO & SONS COMPANY	713-08-C	35011	LIONS REC CENTER JANUARY 2024 CONSTRUCT	77,652.00 ✓	77,652.00	02/13/2024
13871	GARBE IRON WORKS INC	713-08-C	35011	LIONS REC CENTER JANUARY 2024 CONSTRUCT	117,000.00 ✓	117,000.00	02/13/2024
13873	JAC MASONRY INC	713-08-C	35011	LIONS REC CENTER JANUARY 2024 CONSTRUCT	23,166.00 ✓	23,166.00	02/13/2024
13875	LOMBARD ARCHITECTURAL PRECAST P	713-08-C	35011	LIONS REC CENTER JANUARY 2024 CONSTRUCT	515,350.00 ✓	515,350.00	02/13/2024
13895	MCI HOLDINGS INC	713-08-C	35011	LIONS REC CENTER JANUARY 2024 CONSTRUCT	112,978.00 ✓	112,978.00	02/13/2024
13880	VALLEY ELECTRICAL CONTRACTORS IN	713-08-C	35011	LIONS REC CENTER JANUARY 2024 CONSTRUCT	45,281.00 ✓	45,281.00	02/13/2024
13627	W.B. OLSON INC	713-08-C	35011	LIONS REC CENTER JANUARY 2024 CONSTRUCT	96,760.00 ✓	96,760.00	02/13/2024
12558	WILLIAMS ARCHITECTS	2021-053	35011	LIONS REC DEC'23 CONSTRUCTION ADMINISTRA	16,700.24 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					1,055,913.24	1,039,213.0	
Total GENERAL:					1,055,913.24	1,039,213.0	
Total BUILDING IMPROVEMENTS FUND:					1,055,913.24	1,039,213.0	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE							
5176	JESSEN, DENNIS	January 2024 Cell P	0	PERS DEVICE PHONE REIMB; JANUARY 2024	24.99 ✓	.00	
5176	JESSEN, DENNIS	January 2024 Cell P	0	USAGE REIMBURSEMENT; JANUARY 2024	24.99 ✓	.00	
1055	VENCHUS, THOMAS	JANUARY 2024 CE	0	PERS DEVICE PHONE REIMB; JANUARY 2024	24.99 ✓	.00	
1055	VENCHUS, THOMAS	JANUARY 2024 CE	0	USAGE REIMBURSEMENT; JANUARY 2024	24.99 ✓	.00	
Total 82.502.01.210 TELEPHONE:					99.96	.00	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIES	24-VP01	0	PRODUCTION SVCS UTIL BILL RUN#1 2024	208.35 ✓	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					208.35	.00	
82.502.01.321 PURCHASE OF WATER							
330	DUPAGE WATER COMMISSION	January 2024 Pump	0	JANUARY WATER PUMPAGE 2024	244,010.69 ✓	.00	
Total 82.502.01.321 PURCHASE OF WATER:					244,010.69	.00	
82.502.02.293 LABORATORY TESTING							
367	ETP LABS INC	24-137114	0	ROUTINE MONTHLY WATER SAMPLES	540.00 ✓	.00	
Total 82.502.02.293 LABORATORY TESTING:					540.00	.00	
Total GENERAL:					244,859.00	.00	
Total WATER SUPPLY FUND:					244,859.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.299 OTHER CONTRACTUAL SERVICES							
11355	AMERICAN PRINTING TECHNOLOGIES	24-VP01	0	PRODUCTION SVCS UTIL BILL RUN#1 2024	208.35 ✓	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					208.35	.00	
83.502.02.293 LABORATORY TESTING							
367	ETP LABS INC	24-52978	0	WWFTF SAMPLES	1,180.00 ✓	.00	
Total 83.502.02.293 LABORATORY TESTING:					1,180.00	.00	
Total GENERAL:					1,388.35	.00	
Total WASTEWATER FUND:					1,388.35	.00	
Grand Totals:					2,053,681.94	1,743,905.0	

	<u>Amount Paid</u>
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	<u>1,276.99</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>31,145.38</u>
DUI TECHNOLOGY FUND	
Total DUI TECHNOLOGY FUND:	<u>2,411.55</u>
RECREATION FUND	
Total RECREATION FUND:	<u>951.74</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>715,735.69</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>1,055,913.24</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>244,859.00</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>1,388.35</u>
Grand Totals:	<u>2,053,681.94</u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE

2/15/24

APPROVED BY




Amount Paid

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0220 CY2024","0213 INT CY2024","0220 INT2024"



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on February 26, 2024

Covering weekly check runs dated for:

February 20, 2024/CY23..... \$101,651.33

2 of 2

Report Criteria:
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0220 CY2023"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	METRA INTERNET SERVICE; DECEMBER 2023	266.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JOYFUL TRADITIONS TREE DECORATING SUPPLI	93.23 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JOYFUL TRADITIONS TREE DECORATING SUPPLI	16.20 ✓	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:					375.71	.00	
10.511.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	APPRECIATION LUNCH DEPT HEADS	200.79 ✓	.00	
Total 10.511.00.399 OTHER SUPPLIES:					200.79	.00	
Total PUBLIC AFFAIRS:					576.50	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ONLINE AMAZON ACCOUNT FOR VMO	14.99	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	HOLIDAY CARDS FOR 2024	10.78	.00	
Total 10.512.00.399 OTHER SUPPLIES:					25.77	.00	
10.512.01.270 MAINT OF OFFICE EQUIPMENT							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	MEMORY FOR PC	74.24	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	HOSTED EMAIL ACCOUNT	.99	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFF-SITE BACKUP	756.86	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DIAGRAM SOFTWARE	119.40	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	IPAD CASE	139.99	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SSD HARD DRIVES	118.47	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SURGE SUPPRESSORS, CABLES	87.95	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SURGE SUPPRESSOR	40.97	.00	
Total 10.512.01.270 MAINT OF OFFICE EQUIPMENT:					1,338.87	.00	
Total MANAGER:					1,364.64	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SUPPLIES FOR LUNCHEON	14.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FLATWARE PAPER PRODUCTS	10.48 ✓	.00	
Total 10.513.00.399 OTHER SUPPLIES:					25.47	.00	
Total FINANCE:					25.47	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	IACE MEMBERSHIP M VOGT	40.00 ✓	.00	
Total 10.514.00.202 TRAINING & CONFERENCES:					40.00	.00	
10.514.00.289 INSPECTORS FEES							
6676	B & F CONSTRUCTION CODE SERVICES	18853	0	DEC INSPECTIONS	360.00 -	.00	
Total 10.514.00.289 INSPECTORS FEES:					360.00	.00	
10.514.00.292 ENGINEERING SERVICES							
13816	HOUSEAL LAVIGNE ASSOCIATES	6868	0	COMP PLAN CONSULTING SERVICES	2,652.50 ✓	.00	
Total 10.514.00.292 ENGINEERING SERVICES:					2,652.50	.00	
10.514.00.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FIRE CODE BOOKS/PDF COPIES	150.00 ✓	.00	
Total 10.514.00.303 DUES & PUBLICATIONS:					150.00	.00	
10.514.00.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	TAPE MEASURE	18.99 ✓	.00	
Total 10.514.00.317 OFFICE SUPPLIES:					18.99	.00	
Total COMMUNITY DEVELOPMENT:					3,221.49	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SURVEY MONKEY ANNUAL RENEWAL FEE	792.00	.00	
Total 10.515.00.299 OTHER CONTRACTUAL SERVICES:					792.00	.00	
10.515.00.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CERTIFICATE STICKERS	13.58	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	INK PADS	9.98	.00	
Total 10.515.00.317 OFFICE SUPPLIES:					23.56	.00	
Total CENTRAL SERVICES:					815.56	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.222 HEATING & A/C MAINT SERV							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW BOILER GAS VALVE & PILOT VALVE	861.38 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW BOILER AQUASTAT & HIGH LIMIT VALVE	706.46 ✓	.00	
Total 10.516.00.222 HEATING & A/C MAINT SERV:					1,567.84	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CORP PESTICIDE SERVICES	255.00 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					255.00	.00	
10.516.00.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CORP JANITORIAL SUPPLIES	506.85 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CORP JANITORIAL SUPPLIES	544.54 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CORP JANITORIAL SUPPLIES	174.30 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CORP JANITORIAL SUPPLIES REFUND	60.80- ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	3 JANITORIAL CARTS	558.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	VACUUM	159.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CORP CLEANING SUPPLIES	60.33 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JANITORIAL ITEMS	33.94 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GLOVES	11.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JANITORIAL ITEMS	43.96 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JANITORIAL ITEMS	101.90 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CLEANING SUPPLIES	99.68 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CLEANING SUPPLIES	14.99 ✓	.00	
Total 10.516.00.314 JANITORIAL SUPPLIES:					2,249.65	.00	
10.516.00.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CORP KEYS	173.31 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PAINT SUPPLIES FOR CHAMBER BUILDING	38.56 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PIPE INSULATION CHAMBER	8.18 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW PAINT AND SUPPLIES	168.91 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PAINT COW ROOM	49.87 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BUILDING SUPPLIES	183.98 ✓	.00	
Total 10.516.00.315 BUILDING MAINT SUPPLIES:					622.81	.00	
10.516.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	REFRIGERATOR - OLD FIRE STATION HOME AVE	503.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	TOOL REPLACEMENT	24.51 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW BATHROOM DEADBOLT	98.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	METRA KEYS	11.38 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW LIGHTS, ELECTRICAL FITTINGS	632.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BATTERIES FOR PANIC BUTTONS	35.98 ✓	.00	
Total 10.516.00.399 OTHER SUPPLIES:					1,306.82	.00	
Total BUILDINGS & GROUNDS:					6,002.12	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	METRA PESTICIDE SERVICES	45.00	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:					45.00	.00	
Total COMMUTER PARKING LOT:					45.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.308 ENGINE OIL							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 94 TRANSMISSION FLUID	124.02	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	55 GLLON DRUM DOLLIES	117.98	.00	
Total 10.518.00.308 ENGINE OIL:					242.00	.00	
10.518.00.309 GAS & DIESEL FUEL							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STOCK DIESEL EXHAUST FLUID	231.72	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					231.72	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PD 187 ENGINE BELT, TENSIONER	74.32	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STOCK OIL FILTERS FOR PD SQUADS	31.44	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 72 SPARK PLUGS	47.84	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 72 IGNITION COIL	98.39	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 9 CAB MOUNT LEFT SIDE FRONT	588.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 72 RETURNED PARTS	9.44	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 102 PLUGS AIR FILTER	30.79	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 102 AIR FILTER	32.17	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 102 CREDIT AIR FILTER RETURN	25.89	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JUNK TIRE DISPOSAL	110.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PARKS 247 POWER STEERING PUMP	123.24	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PARKS 247 RACK AND PINION	373.24	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FIRE E81 LEFT FRONT TIRE	690.71	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PARKS 247 ENGINE BELT	33.15	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PARKS 247 CRDIT RETURNS	413.24	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 93 SALT SPREADER MOTOR, MARS LIGHT	662.88	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	HEATER FOR FIRE GENERATOR	418.60	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 94 QUICK CONNECT FITTINGS FOR PLOW AN	273.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PD 189 ALTERNATOR	633.57	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FIRE M82 LEFT REAR DOOR LATCH CABLE ASSE	77.18	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 72 RETURNED EXHAUST GASKETS	15.46	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STOCK BRAKE PADS AND ROTRS FOR POLICE D	565.69	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PD 189 CREDIT FOR ALTERNATOR CORE	75.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	O-81 DRIVERS DOOR LATCH ,LUG NUTS	228.69	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PW 9 , AIR COMPRESSOR, AIR DRIER REPAIRS	3,992.71	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PD 151,190 TRIM PANEL BRAKE HOSE	60.32	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PD 190 LEFT REAR BRAKE CALIPER	205.60	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SHOP TOOLS INSPECTION CAMERA	138.97	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:					8,951.47	.00	
10.518.00.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FURNITURE SLIDERS	19.96 ✓	.00	
Total 10.518.00.317 OFFICE SUPPLIES:					19.96	.00	
10.518.00.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FORD IDS SCANNER ANNUAL SOFTWARE	800.00 ✓	.00	
Total 10.518.00.322 HAND TOOLS:					800.00	.00	
10.518.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STOCK NUTS AND BOLTS	195.71 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PD 148 TOGGLE SWITCH FOR LIGHTS CONTROL	6.79 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FLEET TORCHES	45.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	WEBCAM	39.99 ✓	.00	
Total 10.518.00.399 OTHER SUPPLIES:					287.49	.00	
Total GARAGE:					10,532.64	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	LICENSE P.E RENEWAL	61.35 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PROFESSIONAL ENGINEER LICENSE RENEWAL	61.35 ✓	.00	
Total 10.519.00.303 DUES & PUBLICATIONS:					122.70	.00	
10.519.00.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BATTERIES	35.83 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	KEY COPYING	23.69 ✓	.00	
Total 10.519.00.399 OTHER SUPPLIES:					59.52	.00	
Total ENGINEERING:					182.22	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JUVENILE OFC ASSOCIATION CONF&TRAINING F	75.00	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RETURN OF INCORRECT KNIFE PLASTICWARE D	8.24	—	.00
Total 10.520.01.202 TRAINING & CONFERENCES:					66.76		.00
10.520.01.210 TELEPHONE							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PD INTERNET&CABLE SVC DEC 2023	42.16	—	.00
Total 10.520.01.210 TELEPHONE:					42.16		.00
10.520.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	AD FOR FRONT DESK OPERATOR	298.00	—	.00
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:					298.00		.00
10.520.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DOOR ACCESS FOB CARDS	292.05	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SHEET PROTECTORS/OFC SUPPLIES	16.39	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PRIORITY MAIL-RETN LICENSE PLATES TO RIGH	9.95	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SACANNER CORDS FOR DC'S KUBISH/MCCANN	30.37	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	6 CALENDARS FOR CHIEF,DC'S,3 SGTS	38.60	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CALENDAR FOR RECORDS CLERK	14.58	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SHARPIE PENS FOR POLICE SOCIAL WORKER	15.69	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE SUPPLIES FOR POLICE SOCIAL WORKE	78.61	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PRIORITY MAIL W SIG CONFIRMATION	13.05	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	3 CALENDARS FOR SGTS	29.19	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ENEVELOPES DAB AND SEAL ROLLERS	25.77	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	2 BOXES SHARPIES FOR PD	21.30	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STERILITE BOXES/ORGANIZERS	20.16	—	.00
Total 10.520.01.317 OFFICE SUPPLIES:					605.71		.00
10.520.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PARCHMENT PAPER FOR FORMAL LETTERS	39.46	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	4X4S CORNER BRACES FOR REPAIR-ET BOX SQ	19.39	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CORNER BRACE FOR ET BOX REPAIR-SQUAD #1	4.37	—	.00
Total 10.520.01.399 OTHER SUPPLIES:					63.22		.00

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.401 CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RETURN OF DEFECTIVE PLASTICWARE	54.53-	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ORDER PLASTICWARE FORKS CARTON REFILL	58.97	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RETURN OF INCORRECT SPOON PLASTICWARE	8.96-	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RETURN OF PLASTICWARE SPOON DISPENSER (	8.96-	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PURCHASE OF PLASTICWARE SPOON DISPENS	8.96	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PURCHASE REPLACEMENT PLASTICWARE SPO	34.99	.00	
Total 10.520.01.401 CAPITAL OUTLAY:					30.47	.00	
10.520.08.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DET BACKGRND CK SVCS NOV 2023	122.60	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	MISSED TOLL CHARGE	3.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CREDIT CK FOR INVESTIGATIONS-DEC 2023	30.00	.00	
Total 10.520.08.299 OTHER CONTRACTUAL SERVICES:					155.60	.00	
10.520.08.336 PHOTO MATERIALS & SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	REPLCMT LENS FOR EVIDENCE CAMERA	249.00	.00	
Total 10.520.08.336 PHOTO MATERIALS & SUPPLIES:					249.00	.00	
10.520.08.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PARKING-INTERVW PRISONER @ FED LOCKUP R	60.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DETECTIVES RING MONTHLY SVC 12.22-1.21.24	3.99	.00	
Total 10.520.08.399 OTHER SUPPLIES:					63.99	.00	
10.520.09.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PRIORITY MAIL OF CONFID PLATES RENEWAL T	9.65	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CERTIFIED MAIL OF GAMING LICENSES TO ALL B	132.72	.00	
Total 10.520.09.299 OTHER CONTRACTUAL SERVICES:					142.37	.00	
10.520.09.333 RANGE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DRILL WITH BATTERY & CHARGER FOR RANGE	71.95	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	LITHIUM BATTERIES FOR RANGE	53.99	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RANGE SUPPLIES	28.95	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	40MM TRAINING ROUNDS	410.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 10.520.09.333 RANGE SUPPLIES:					564.89	.00	
10.520.09.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BATTERIES FOR PD	39.98	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DECORATIONS FOR PD CHRISTMAS TREE-JOYF	31.59	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GIFT CARD FOR FAMILY FOR SHOP W/ A COP EV	50.00	.00	
Total 10.520.09.399 OTHER SUPPLIES:					121.57	.00	
Total POLICE:					2,403.74	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE							
5665	STAPLETON, STEVEN	DEC23	0	PERS DEVICE PHONE REIMB	24.99 ✓	.00	
5665	STAPLETON, STEVEN	DEC23	0	PERS DEVICE USAGE REIMB	24.99 ✓	.00	
Total 10.521.01.210 TELEPHONE:					49.98	.00	
10.521.01.301 UNIFORMS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STAFF APPAREL	96.00 ✓	.00	
Total 10.521.01.301 UNIFORMS:					96.00	.00	
10.521.01.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ANNUAL MEMBERSHIP DUES	139.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FIRE INSP.,CODES MATERIAL	303.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	INSTRUCTOR SOCIETY DUES	50.00 ✓	.00	
Total 10.521.01.303 DUES & PUBLICATIONS:					492.00	.00	
10.521.01.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JANITORIAL-PAPERGOODS	435.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JANITORIAL SUPPLIES	91.90 ✓	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:					526.90	.00	
10.521.01.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ST81 SUPPLIES	4.28 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STATION 81 XMAS LIGHTS	138.51 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STATION 81 XMAS LIGHTS	70.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OUTSIDE LED FLOOD LIGHTS	129.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	XMAS DÉCOR STATIONS	12.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SOLAR LIGHT STAKES	10.99 ✓	.00	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:					367.02	.00	
10.521.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE BANKER BOXES	23.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE RECEIVED STAMP	35.58 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ANNUAL GREETING CARDS	59.88 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE SUPPLIES	49.96 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE LEGAL PADS	15.58 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE SUPPLIES	50.78 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE FILE FOLDERS	25.56 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE TRASH BASKETS	70.72 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE MANILLA FOLDERS	35.80 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE ADDRESS LABELS	37.00 ✓	.00	
Total 10.521.01.317 OFFICE SUPPLIES:					404.85	.00	
10.521.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	XMAS DÉCOR STATIONS	158.44 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RED- XMAS REFRESHMENTS	118.84 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RED- XMAS REFRESHMENTS	34.53 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SYMPATHY FLOWERS- RAKOSNIK	169.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	XMAS DÉCOR STATIONS	9.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	XMAS STAFF REFRESHMENTS	113.51 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GOLD- XMAS REFRESHMENTS	184.08 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BLACK-XMAS REFRESHMENT	206.40 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ANNUAL OFFICER MEETING	140.78 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	MONTHLY (7) IPADS (11)MDT DATA LINKS	500.24 ✓	.00	
Total 10.521.01.399 OTHER SUPPLIES:					1,636.54	.00	
10.521.22.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	TRAINING CLASSES-MORRICE	350.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FIRE INSPECTOR COURSE-REPOSH,MITSUKA,B	1,050.00 ✓	.00	
Total 10.521.22.202 TRAINING & CONFERENCES:					1,400.00	.00	
10.521.22.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STORAGE,TREE ROPE BAG	23.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CR123 LITHIUM BATTERIES	231.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	AAA PROCELL BATTERIES	29.54 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	VARIOUS BATTERIES	67.40 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	C ALKALINE BATTERIES	64.60 ✓	.00	
Total 10.521.22.399 OTHER SUPPLIES:					416.53	.00	
Total FIRE:					5,389.82	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.299 OTHER CONTRACTUAL SERVICES							
10672	PARAMEDIC BILLING SERVICES	DEC23	0	AMBULANCE BILLING FEES	23,804.54	.00	
Total 10.523.02.299 OTHER CONTRACTUAL SERVICES:					23,804.54	.00	
10.523.02.301 UNIFORMS							
13915	ELSE, NICOLE	754302	0	CARHARTT KNIT CAP,HOODIE	93.45	.00	
Total 10.523.02.301 UNIFORMS:					93.45	.00	
10.523.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FIRST AID REPLENISH-COUGH DROPS	33.08	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FIREST AID REPLENISH- TYLENOL	18.99	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OXYGEN WRENCH,EXTRICATION BAG	238.90	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SURFACE WIPES, BRACKET	103.29	.00	
Total 10.523.02.399 OTHER SUPPLIES:					394.26	.00	
Total AMBULANCE/PARAMEDIC:					24,292.25	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JUICE /CUPS FOR PW BREAKFAST	116.76	.00	
Total 10.525.01.202 TRAINING & CONFERENCES:					116.76	.00	
10.525.25.219 UTILITY - ELECTRIC							
13411	AEP ENERGY	3017246066 12/20	0	0 E WISCONSIN AVE; 11/17/23-1/22/24	18,048.02	.00	
Total 10.525.25.219 UTILITY - ELECTRIC:					18,048.02	.00	
10.525.25.393 STREET LIGHTING MATERIALS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GFLI OUTLETTS	159.76	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FUSES	291.56	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ALLENSET	23.99	.00	
Total 10.525.25.393 STREET LIGHTING MATERIALS:					475.31	.00	
10.525.27.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	TOP SOIL	287.00	.00	
Total 10.525.27.399 OTHER SUPPLIES:					287.00	.00	
Total STREET:					18,927.09	.00	
Total CORPORATE FUND:					73,778.54	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	IPRA ANNUAL MEMBERSHIP RENEWAL	270.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	IPRA CONFERENCE REGISTRATION	265.00	.00	
Total 35.502.01.202 TRAINING & CONFERENCES:					535.00	.00	
35.502.01.205 POSTAGE							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	POSTAGE-SANTA LETTERS	13.20	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	POSTAGE-SANTA LETTERS	13.20	.00	
Total 35.502.01.205 POSTAGE:					26.40	.00	
35.502.01.210 TELEPHONE							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CABLE BOX RENTAL ICC	8.46	.00	
Total 35.502.01.210 TELEPHONE:					8.46	.00	
35.502.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	WEB CAM	53.98	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	2024 WALL CALENDAR & WEBCAM STAND	42.00	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					95.98	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	REC PESTICIDE SERVICES	230.00	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					230.00	.00	
35.502.16.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ICC JANITORIAL SUPPLIES	379.40	.00	
Total 35.502.16.314 JANITORIAL SUPPLIES:					379.40	.00	
35.502.35.334 RESALE ITEMS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DANCE RECITAL COSTUMES	829.15	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DANCE RECITAL COSTUMES	729.30	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DANCE RECITAL COSTUMES	805.90	.00	
Total 35.502.35.334 RESALE ITEMS:					2,364.35	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.36.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CONTRACTED PROGRAM PAYMENT	51.00 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					51.00	.00	
35.502.36.311 PROGRAM SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PROGRAM SUPPLIES-FAMILY/PRESCHOOL	253.69 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SENIOR PROGRAM SUPPLIES	42.69 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GROCERIES-NATIONAL DAY	9.57 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BINGO PRIZES	27.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GROCERIES-DECEMBER BIRTHDAY BINGO	44.84 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SANTA VOLUNTEER THANK YOU	25.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	LET'S DO LUNCH CARRYOUT 11/30	155.51 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	WATER-SENIOR BUS TRIP	5.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SANTA VOLUNTEER THANK YOU	20.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	WATER-SENIOR BUS TRIP	8.78 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SANTA VOLUNTEER THANK YOU	25.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DEPOSIT-SENIOR TRIP	100.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GROCERIES-DECEMBER BIRTHDAY BINGO	17.82 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DONUTS-12/6 DONUT BINGO	19.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BINGO PRIZES	163.25 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GROCERIES-DECEMBER BIRTHDAY BINGO	76.92 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	HOLIDAY PROGRAM DECORATIONS	7.50 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GROCERIES-DECEMBER BIRTHDAY BINGO	8.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	GROCERIES-DECEMBER BIRTHDAY BINGO	25.48 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SENIOR TRIP	417.05 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CHILDREN'S GIFTS-VISIT FROM SANTA	127.31 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	LET'S DO LUNCH CARRYOUT 12/13	160.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SENIOR PROGRM SUPPLIES	32.55 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	LET'S DO LUNCH CARRYOUT 12/21	163.75 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	INSTANT ICE COLD PACKS	144.64 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ONLINE FITNESS PLATFORM	15.99 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PRESCHOOL SUPPLIES	6.04 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PRESCHOOL SUPPLIES	12.15 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PRESCHOOL SUPPLIES	16.68 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SNACKS FOR LLC AND EXPLORING TODDLER	20.65 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SNOWFLAKE LUNCH SUPPLIES, 3 YR OLD PRES	32.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	LLC & PRESCHOOL CHRISTMAS CANDY & GIFTS	41.80 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SNOWFLAKE LUNCH REFRESHMENTS & PLATES	12.50 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 35.502.36.311 PROGRAM SUPPLIES:					2,241.59	.00	
Total GENERAL:					5,932.18	.00	
Total RECREATION FUND:					5,932.18	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	END OF YEAR IN SERVICE LUNCHEON	406.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	IPRA ANNUAL CONFERENCE REGISTRATION	270.00 ✓	.00	
Total 36.502.01.202 TRAINING & CONFERENCES:					676.00	.00	
36.502.01.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PKS WATER	20.65 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PKS WATER	5.14 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PKS WATER	51.04 ✓	.00	
Total 36.502.01.299 OTHER CONTRACTUAL SERVICES:					76.83	.00	
36.502.01.317 OFFICE SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE SUPPLIES	55.97 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE SUPPLIES	42.47 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OFFICE SUPPLIES REFUND	44.94 ✓	.00	
Total 36.502.01.317 OFFICE SUPPLIES:					53.50	.00	
36.502.02.304 GROUNDS SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	MEMORIAL BENCH HARDWARE	295.88 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CHRISTMAS LIGHTS	164.70 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CHRISTMAS LIGHTS	399.82 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	LIGHTS AND OUTLETS FOR PATH	165.60 ✓	.00	
Total 36.502.02.304 GROUNDS SUPPLIES:					1,026.00	.00	
36.502.02.306 WALKS, ROADS & PARKING LOTS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ICE MELT & SNOW SUPPLIES	1,504.45 ✓	.00	
Total 36.502.02.306 WALKS, ROADS & PARKING LOTS:					1,504.45	.00	
36.502.02.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SHOP TOOLS	43.97 ✓	.00	
Total 36.502.02.322 HAND TOOLS:					43.97	.00	
36.502.02.325 GENERAL EQUIPMENT PARTS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	TRACTOR REPAIRS PARTS	132.00 ✓	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					132.00	.00	
36.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FASTENERS	2.20 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DOG WASTE BAGS (DOGGIE MITT'NS)	227.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DEGREASER	31.98 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	WELDING MASK	105.64 ✓	.00	
Total 36.502.02.399 OTHER SUPPLIES:					367.80	.00	
Total GENERAL:					3,880.55	.00	
Total PARKS FUND:					3,880.55	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	AQUATIC FACILITY OPERATOR (AFO) PROFESSI	299.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RACANELLI-RECERTIFICATION CLASS FOR AFO	299.00 ✓	.00	
Total 41.502.01.202 TRAINING & CONFERENCES:					598.00	.00	
41.502.03.314 JANITORIAL SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	JANITORIAL SUPPLIES	2,217.10 ✓	.00	
Total 41.502.03.314 JANITORIAL SUPPLIES:					2,217.10	.00	
41.502.03.315 BUILDING MAINT SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	EMERGENCY EQUIPMENT FOR THE POOL	561.91 ✓	.00	
Total 41.502.03.315 BUILDING MAINT SUPPLIES:					561.91	.00	
Total GENERAL:					3,377.01	.00	
Total SWIMMING POOL FUND:					3,377.01	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.299 OTHER CONTRACTUAL SERVICES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	SMARTSHEET MONTHLY SUBSCRIPTION	19.00	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:					19.00	.00	
Total GENERAL:					19.00	.00	
Total STREET IMPROVEMENT FUND:					19.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	PD 148 WIRING SUPPLIES FOR NEW SETUP	644.82 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RUST PROOFING FOR VEHICLE #63	595.00 ✓	.00	
Total 65.502.02.401 CAPITAL OUTLAY:					1,239.82	.00	
65.502.02.402 NON-CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	OXYGEN,NARX STAT PACKS	830.64 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	G3 BACKUP STAT PACK	684.00 ✓	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STATION WALL MOUNT	224.81 ✓	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					1,739.45	.00	
Total GENERAL:					2,979.27	.00	
Total EQUIPMENT REPLACEMENT FUND:					2,979.27	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	POOL LIFEGUARD CHAIRS	6,833.16	—	.00
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	POOL SLIDE HEIGHT STICK	117.80	—	.00
Total 67.502.02.401 CAPITAL OUTLAY:					6,950.96		.00
Total GENERAL:					6,950.96		.00
Total BUILDING IMPROVEMENTS FUND:					6,950.96		.00

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.303 DUES & PUBLICATIONS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	AWWA - UP DUES	2,351.00	✓ .00	
Total 82.502.01.303 DUES & PUBLICATIONS:					2,351.00	.00	
82.502.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STAFF APPRECIATION BREAKFAST	545.38	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	UPS BATTERIES	59.37	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DISPLAY ADAPTERS	29.99	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	FISH TAPE	59.97	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	ELECTRICAL TAPE	20.75	✓ .00	
Total 82.502.01.399 OTHER SUPPLIES:					715.46	.00	
82.502.02.322 HAND TOOLS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CUST SERVICE SUPPLIES / TOOLS	227.21	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	TOOLS / SUPPLIES FOR 2ND C.S TOOL BAG	528.16	✓ .00	
Total 82.502.02.322 HAND TOOLS:					755.37	.00	
82.502.02.354 WATER METERS							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	WATER METER MANAGEMENT ACCESSORIES	59.65	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	WATER METER MANAGEMENT ACCESSORIES	90.94	✓ .00	
Total 82.502.02.354 WATER METERS:					150.59	.00	
82.502.02.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	TORCH + SUPPLIES	39.97	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BROOM	37.99	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	CAULK FOR 110 N ADDISON	23.98	✓ .00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	BATTERIES	49.97	✓ .00	
Total 82.502.02.399 OTHER SUPPLIES:					151.91	.00	
Total GENERAL:					4,124.33	.00	
Total WATER SUPPLY FUND:					4,124.33	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.202 TRAINING & CONFERENCES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STAFF APPRECIATION BREAKFAST	26.63	.00	
Total 83.502.01.202 TRAINING & CONFERENCES:					26.63	.00	
83.502.01.399 OTHER SUPPLIES							
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	STAFF APPRECIATION BREAKFAST	546.00	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	DRILL BITS	24.87	.00	
10486	BMO HARRIS MASTERCARD	0703736-2312 CY2	0	RIBBON FOR TIME CLOCK	11.99	.00	
Total 83.502.01.399 OTHER SUPPLIES:					582.86	.00	
Total GENERAL:					609.49	.00	
Total WASTEWATER FUND:					609.49	.00	
Grand Totals:					101,651.33	.00	

	<u>Amount Paid</u>
CORPORATE FUND	
Total CORPORATE FUND:	<u>73,778.54</u>
RECREATION FUND	
Total RECREATION FUND:	<u>5,932.18</u>
PARKS FUND	
Total PARKS FUND:	<u>3,880.55</u>
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	<u>3,377.01</u>
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	<u>19.00</u>
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	<u>2,979.27</u>
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	<u>6,950.96</u>
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	<u>4,124.33</u>
WASTEWATER FUND	
Total WASTEWATER FUND:	<u>609.49</u>
Grand Totals:	<u><u>101,651.33</u></u>

Amount Paid

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 2/15/24 APPROVED BY Charles Howard
M. H. H.

Report Criteria:

Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0220 CY2023"



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: February 26, 2024

SUBJECT: Approval of the Minutes of February 12, 2024 Committee of the Whole and Village Board of Trustees Meetings.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:



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

Village Board of Trustees - Committee of the Whole

February 12, 2024

6:00 PM

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky

Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

**MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND
THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON
FEBRUARY 12, 2024**

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance.

3. Discussion.

3.a. Strategic Planning Environment Scan.

Staff has prepared some pertinent financial statistical data for discussion in preparation for the Strategic Plan Retreat. Cory Plasch, CP2 Consulting, will be at the Committee of the Whole to lead this preliminary discussion and to share some of the other data collected from Village citizens and employees.

Manager Harline introduced Cory Plasch and the work being done by her for the Strategic Plan. Cory Plasch gave a PowerPoint presentation that included community survey results, focus group results and survey responses from staff and elected officials. She also responded to questions from the Board.

4. Public Comments.

Resident Gonzo Granzau said he completed the survey and commented on various information provided in the presentation.

5. Adjournment.

Motion to adjourn was made by Trustee Corkery and seconded by Trustee Kumar. There were no questions, comments or discussion. Voice roll call passed with all ayes. Motion carried. Meeting adjourned at 7:07 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk



VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

February 12, 2024

7:00 PM

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky

Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON FEBRUARY 12, 2024

1. Call to Order – Roll Call.

President Cuzzone called the meeting to order and Clerk Korynecky called the roll.

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance and said the prayer.

3. Amendments to the Agenda.

4. Public Comments on Agenda Items.

There were no participants.

5. Public Comments on Non-Agenda Items

Resident Christine Murphy referred to issues with sewers, tree roots and flooding and asked that the Board reconsider a 50/50 resident reimbursement program for sewer incidental repairs from the curb to the main.

Business owner Robert Guhl referred to abandoned cars and a junk yard near his business. He also provided the Board with written comments and a photo of the area.

Resident Tricia Little referred to the bike and pedestrian infrastructure plan adopted in 2018 and expressed concern that the plan was not being implemented.

Brenish Khurshid referred to the fighting in Gaza and asked the Board for a resolution requesting a cease fire between Israel and the Palestinians.

Muhammad Chaudrey also referred to the fighting in Gaza and asked the Board for a resolution requesting a cease fire between Israel and the Palestinians.

Resident Cheryl Tucker referred to the Strategic Plan and asked that decisions made by the Board be brought back to a Board meeting and presented to the residents.

Krusha Porha also referred to the fighting in Gaza and asked the Board for a resolution requesting a cease fire between Israel and the Palestinians.

6. Proclamations.

7. Presentation.

8. Appointment to Commission.

9. Consent Agenda.

9.a. Approval of the Minutes of January 22, 2024 Village Board of Trustees Meetings.

9.b. Bill Listings from the Weeks of January 22, 2024 for \$2,462,503.37, January 29, 2024 for \$1,246,698.78 and February 5, 2024 for \$54,440.07 for a Total Amount of \$3,763,642.22.

Motion to approve Consent Agenda was made by Trustee Corkery and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Patrick, Cordova, Alfano, Kozar, Corkery, Kumar and President Cuzzone. There were no nays. Motion carried.

10. Ordinance for First Reading.

11. Ordinance for Second Reading.

12. Ordinances.

12.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Fourth Amendment to the Letter of Intent for the Purchase and Development of 100-110 S. Villa Avenue Between Catalyst Partners and the Village of Villa Park.

On June 28, 2023, the Village Board approved the third amendment of the LOI which established a new set of five conditions for the purchaser and seller to complete by February 12, 2024. Additional time is required to complete the remaining outstanding conditions.

Motion to approve the ordinance was made by Trustee Patrick and seconded by Trustee Kumar. Community and Economic Development Director McLaughlin provided clarification and responded to questions from the Board. David Lyons with Marquette Companies for Catalyst Partners provided additional information and responded to questions from the Board. Roll call vote tallied seven (7) ayes made by Trustees Cordova, Corkery, Kozar, Patrick, Kumar, Alfano and President Cuzzone. There were no nays. Motion carried.

13. Resolutions.

13.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving, Waiving the Formal Bidding Requirements and Authorizing the Execution of a Mosquito Abatement Services Contract By and Between the Village of Villa Park, DuPage County, Illinois, and Clarke Environmental Mosquito Management, Inc. of St. Charles, Illinois, for the Years 2024, 2025 and 2026 at a Cost of \$36,058.00 Per Year.

This resolution authorizes waiving the formal bidding requirements for a mosquito abatement services contract for three (3) years with Clarke Environmental Mosquito Management, Inc. for \$36,058.00 per year. This contract will help manage the mosquito population, reduce spraying and coordinate service with neighboring communities of the Village and help reduce the potential public health threat of transmitting diseases mosquitoes carry. The resolution authorized the Village President to execute the agreement. Staff recommends approval.

Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Kumar. Public Works Director Guerra provided additional information and responded to questions from the Board. Roll call vote tallied seven (7) ayes made by Trustees Kozar, Alfano, Patrick, Cordova, Kumar, Corkery and President Cuzzone. There were no nays. Motion carried.

13.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Final Change Order Number 1 to the Contract with Builders Paving, LLC of Hillside, Illinois, for Construction of the 2023 Rebuild Illinois Resurfacing Project for a Net Addition in the Amount of \$118,671.60.

The Village has a contract with Builders Paving, LLC of Hillside, Illinois, in the amount of \$1,160,000.00 for the construction of the 2023 Rebuild Illinois Resurfacing Project. Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field which included \$158,700 of additional sidewalk removal and replacement to ensure all of the Illinois REBUILD Bond funds the Village received were spent by 2025. The net amount of the proposed final Change Order Number 1 is an addition in the amount of \$118,671.60, for an adjusted contract amount of \$1,278,671.60. Staff recommends approval of the change order.

Motion to approve the resolution was made by Trustee Kumar and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Alfano, Corkery, Cordova, Patrick, Kumar, Kozar and President Cuzzone. There were no nays. Motion carried.

14. Unfinished Business.

15. New Business.

16. Village Commission Reports.

17. Village Clerk's Report.

Clerk Korynecky read a statement into the minutes from Jack Kozar, Village Trustee, regarding Disclosure and Notification of Real Property Interest within the Kenilworth Tax Increment Financing District (TIF No. 5) ("Kenilworth TIF District").

Motion to acknowledge the disclosure was made by Trustee Patrick and seconded by Trustee Cordova. Trustee Kozar said he has not received any TIF funds. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kumar, Patrick, Alfano, Cordova and President Cuzzone. There were no nays. Trustee Kozar abstained. Motion carried.

18. Village Trustees' Report.

Trustee Patrick provided an update on the Villa Park Junior Warriors 5th Grade Bronze Basketball Team and their playoff schedule. He also reminded residents about Valentine's Day and said he will be celebrating his 15th wedding anniversary.

Trustee Cordova referred to public comments on the bike and pedestrian infrastructure plan and the importance of the plan. He also commented on the cease fire request.

Trustee Kozar referred to the disclaimer on the top of the agenda regarding public participation and asked for clarification. President Cuzzone said it will be reviewed.

Trustee Alfano referred to the concerns for safety for students riding their bikes to school and the north/south path. Manager Harline said he is providing updated information to the Board on bike safety. Director Guerra provided additional information on the plans for bike and pedestrian safety in the Village. Trustee Alfano thanked the individuals who participated in the focus groups and Robert Guhl for his information to the Board. She referred to services available at 211.dupage.com. She referred to residents waiting for sewer reimbursement payments. She also referred to comprehensive plan meetings being held on February 28.

Trustee Kumar thanked Cory Plasch for the presentation at the COW meeting. She agreed that the bike and pedestrian routes should be addressed. She commented on the cease fire request. She thanked Robert Guhl for his information to the Board.

Trustee Corkery congratulated the cast and crew of the recent "The Odd Couple" performance at Willowbrook High School. He also referred to the cease fire request.

19. Village President's Report.

President Cuzzone referred to the comprehensive plan workshops being held on February 28. He commented on the positive Police and Fire remarks in the strategic plan survey. He referred to a recent celebration he attended at Easter Seals for their Bright and Early DuPage Initiative and the Smart Start Illinois programs funded by the State of Illinois. He said he attended the Metropolitan Mayors Caucus meeting for their strategic planning session. He also said electronic recycling is on Saturday, February 17 from 9 a.m. to 12 p.m. on Home Avenue.

20. Village Manager's Report.

20.a. Financials – December 2023.

Manager Harline referred to the 2023 financial report from Finance Director Howard. He also said the new 2024 financial reports will be provided on a monthly basis.

Manager Harline referred to the comprehensive plan updates and clarified that the comprehensive plan is a land use plan for the next 15 to 20 years. He said he and Director Guerra met with LRS and will be providing updated recycling information. He said staff and elected officials will hold a strategic plan retreat on February 24 from 8 a.m. to 4 p.m. Parks and Recreation Director Gola said staff received notice that the \$600,000 matching OSLAD grant for Lions Park was approved. He provided an updated timeline. He also announced a white beam signing event on March 2 from 10 a.m. to 12 p.m. for residents, staff and elected officials.

12. Executive Session.

12.a. Pursuant to 5 ILCS 120/7:

(c)(5) The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired.

12.b. Pursuant to 5 ILCS 120/2:

(c)(6) The setting of a price for sale or lease of property owned by the public body.

12.c. Pursuant to 5 ILCS 120/7:

(c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

Motion to approve Executive Session was made by Trustee Kumar and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Corkery, Patrick, Alfano, Kozar, Kumar, Cordova and President Cuzzone. There were no nays. Motion carried.

President Cuzzone said the Board will dismiss to Executive Session and will return to the Formal.
Out of the Formal: 8:25 p.m.

21. Unfinished Business Continued.

21.a. Directions to Staff.

Return to the Formal: 9:38 p.m.

22. Adjournment.

Motion to adjourn was made by Trustee Alfano and seconded by Trustee Kumar. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 9:38 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on February 26, 2024.



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 26, 2024
SUBJECT: Ordinance Adopting 2024 Zoning Map

RECOMMENDED ACTION:

Each year the Village is required to publish a Zoning Map by March 31, per ILCS Section 11-13-19. The attached map looks slightly different than last years as there are now 3 inserts for particularly tight areas. Staff recommends approval of adopting the 2024 Zoning Map

BACKGROUND:

This 2024 Zoning Map reflects all the approved zoning map amendments during 2023 including the staff lead PUD amendments. There are no zoning changes approved through this approval process, just the adoption of the official zoning map of the Village.

DISCUSSION:

Since this is a routine, required action with no changes in policy or procedure, staff has included it on the Consent Agenda.

Ordinance No. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE PUBLICATION OF A
REVISED OFFICIAL ZONING MAP FOR THE VILLAGE OF VILLA PARK**

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

WHEREAS, pursuant to Division 13 of the Illinois Municipal Code (65 Illinois Compiled Statutes 5/11-13-1, *et seq.*), and pursuant to the applicable provisions of Section 1.11, entitled “Zoning Map”, of the Zoning Ordinance of the Village of Villa Park, the corporate authorities have heretofore adopted the Zoning Map of the Village of Villa Park, delineating the location and boundaries of the districts established by the Zoning Ordinance; and

WHEREAS, pursuant Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19), the corporate authorities of the Village are required to cause to be published the official Zoning Map no later than March 31st each year showing the existing zoning uses, divisions, restrictions, regulations, and classifications of the Village, inclusive of changes from the previous calendar year; and

WHEREAS, the Village of Villa Park 2024 Zoning Map attached hereto as “Exhibit A” and made a part hereof, is the official Zoning Map of the Village, inclusive of changes from the preceding calendar year, showing the existing zoning uses, divisions, restrictions, regulations, and classifications of the Village.

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: That 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: The corporate authorities of the Village of Villa Park hereby adopt the Village of Villa Park 2024 Zoning Map attached hereto as “Exhibit A” and made a part hereof, as the official Zoning Map of the Village which shall be on file in the office of the Community Development Director. Copies of the official Zoning Map of the Village shall be available to the public for reference at all times during which Village Hall is open and may be certified on request.

Ordinance No: _____

Section 3: The Village Clerk is hereby authorized and directed to publish the Zoning Map in pamphlet form in accordance with the requirements of Section 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-13-19).

Section 4: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby amended to the extent of the conflict.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Village President

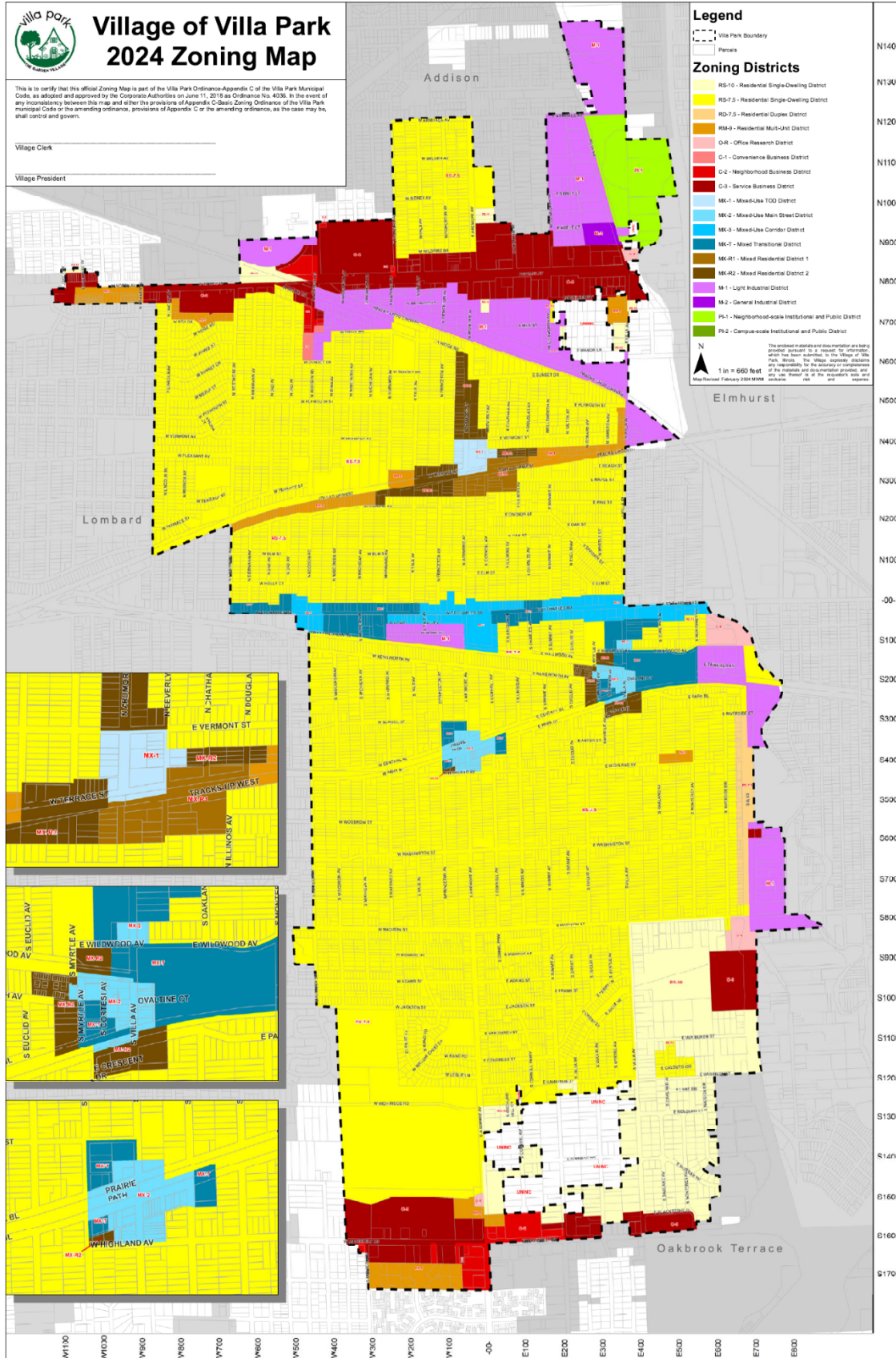
Attest:

Village Clerk

Published in pamphlet form:

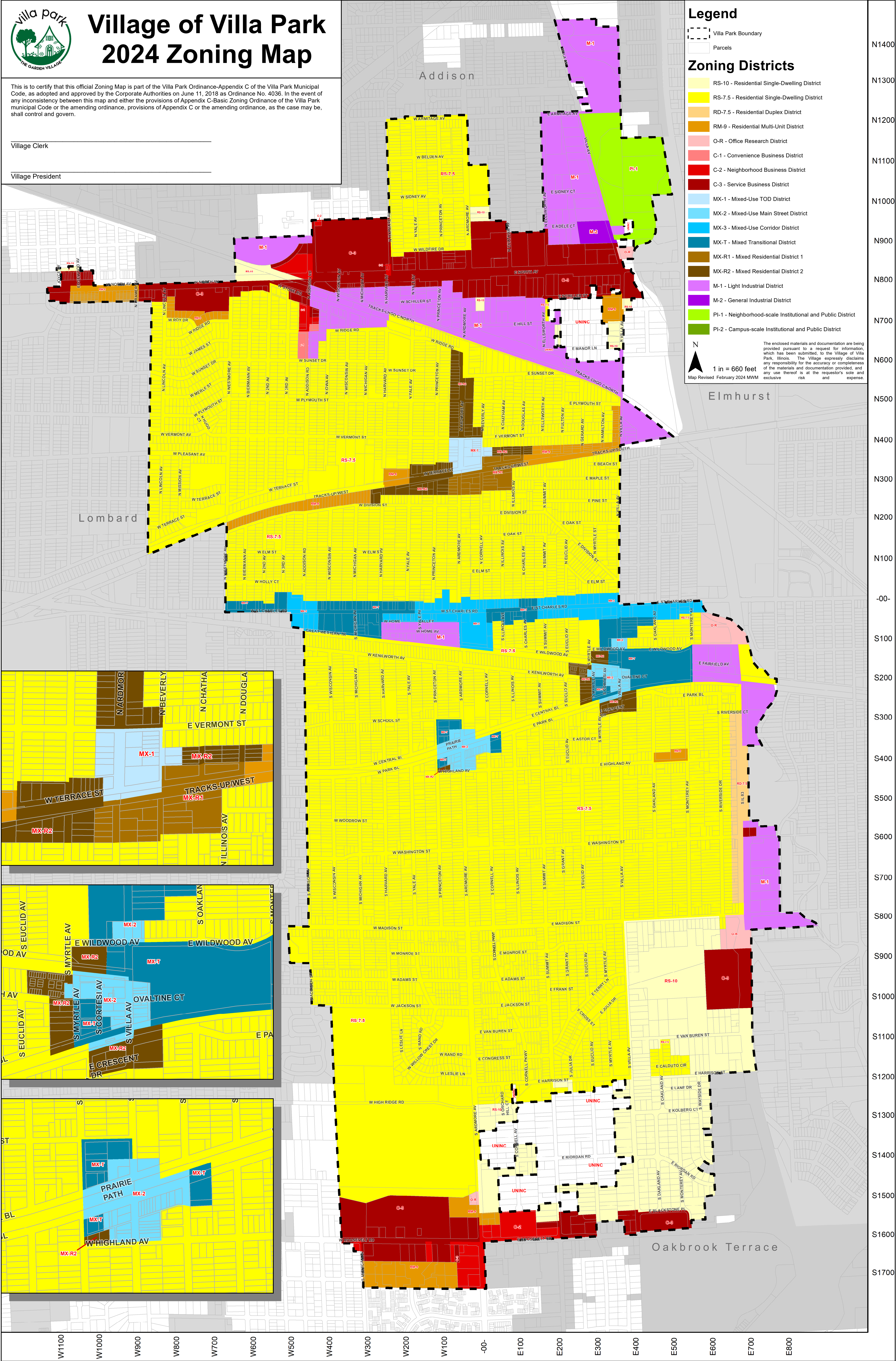
_____, 2024

EXHIBIT A
Village of Villa Park 2024 Zoning Map





Village President





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 26, 2024
SUBJECT: An Ordinance Approving and Authorizing the Execution of a Business District Tax and Sales Tax Sharing Agreement between the Village of Villa Park and Lone Star-Cardinal Motorcycle Ventures, LLC

RECOMMENDED ACTION:

The proposed Ordinance authorizes the Village President to execute an agreement on behalf of the Village with Lone Star-Cardinal Motorcycle Ventures, LLC that is intended to provide incentives to develop a companion, but separate business to the existing Wildfire Harley-Davidson dealership on North Avenue. Lone-Star Cardinal would receive 100% of the Business District Tax (BDT) and new sales tax generated by the new Polaris dealership up to eight years (2032) or up to the total reimbursement of \$1,000,000 (whichever is less) for redevelopment of the property at 120 West North Avenue. The Economic Development Commission reviewed the proposed agreement and unanimously recommended approval. Staff recommends approval of the ordinance.

BACKGROUND: 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, or the year 2032, whichever is first.
- In the event that the renovation costs are less than \$1,000,000 the actual renovation costs are the maximum reimbursement amount.
- Additionally, if the renovations are completed over time, the maximum 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 renovation 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.

DISCUSSION:

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

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

Projected Growth: 20-25% years 2-5, 5% years 5+

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.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF A BUSINESS DISTRICT TAX AND SALES TAX
SHARING AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK
AND LONE STAR-CARDINAL MOTORCYCLE VENTURES, LLC**

WHEREAS, the Village of Villa Park (“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 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, Lone Star-Cardinal Motorcycle Ventures, LLC, an Illinois limited liability company (“Company”) is the lessee and has control of property located within the Business District at 120 W. North Avenue, Villa Park, Illinois (“Dealership Property”); 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 a Business District Tax and Sales Tax Sharing Agreement with Company (“Agreement”), the Company intends to extensively renovate the Dealership Property to allow for operation of the Dealership and perform a series of renovations over the next five (5) years, including 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; 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 more specifically below; and

WHEREAS, before entering into the Agreement with the Company, the corporate authorities of the Village hereby acknowledge and 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 the Agreement is made in the best interest of the Village; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the general welfare, safety and health of the residents of the Village to enter into a Business District Tax and Sales Tax Sharing Agreement with the Company in substantially the form as attached to this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Village 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 the findings of the corporate authorities of the Village of Villa Park and said findings are incorporated herein as if fully restated.

Section 2. That the Business District Tax and Sales Tax Sharing Agreement between the Village of Villa Park and Lone Star-Cardinal Motorcycle Ventures, LLC, an Illinois limited liability company (“Agreement”) is hereby approved and the Village President is directed to execute and the Village Clerk directed to attest the Agreement substantially in the form attached hereto and made a part hereof as Exhibit A, with such changes therein as shall be approved by the Village officials executing the same.

Section 3. This Ordinance shall be in full force and effect upon its passage, as provided by law.

PASSED this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____, 2024.

Nick Cuzzone, Village President
Village of Villa Park

ATTEST:

Hosanna Korynecky, Village Clerk
Village of Villa Park

EXHIBIT “A”

**BUSINESS DISTRICT TAX AND SALES TAX
SHARING AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK
AND LONE STAR-CARDINAL MOTORCYCLE VENTURES, LLC**

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

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Legal Description:

PARCEL 1:

LOT 2 IN THE PIZZA HUT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 5 IN ADLER'S ELMHURST PLAINS ADDITION BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 31, 1985, AS DOCUMENT NO. R85-94982, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 IN BLOCK 6 IN ADLER'S ELMHURST PLAINS ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1925, AS DOCUMENT 194384 (EXCEPT THAT PART TAKEN FOR NORTH AVENUE RIGHT OF WAY) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

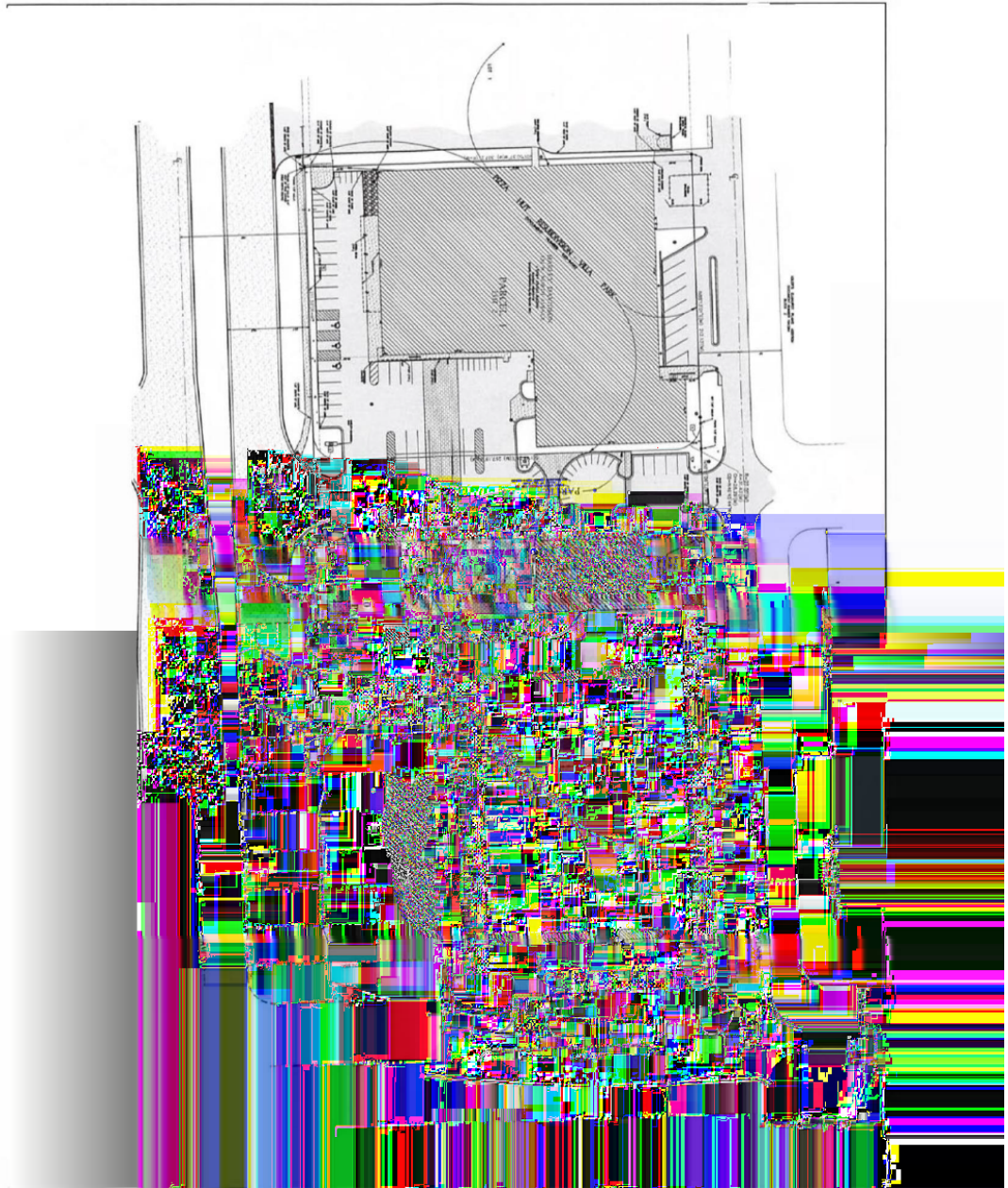
THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF LOTS 4 AND 8 AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF LOTS 9, 10, 11, 12 AND 13 IN BLOCK 6 IN ADLER'S ELMHURST PLAINS ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1925 AS DOCUMENT 194384, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4 (AS SURVEYED):

ALL OF THE VACATED NORTH-SOUTH PRINCETON AVENUE RIGHT OF WAY LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF WILDFIRE DRIVE (FORMERLY ADELE AVENUE) AND NORTH OF THE NORTH RIGHT OF WAY LINE OF NORTH AVENUE (ILLINOIS ROUTE NO. 64), IN ADLER'S ELMHURST PLAINS ADDITION IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID VACATION RECORDED SEPTEMBER 17, 2014, AS DOCUMENT R2014-085400, IN DUPAGE COUNTY, ILLINOIS.

Commonly Known As: 120 W. North Avenue, Villa Park, IL and 100 W. North Avenue, Villa Park, IL

PINs: 03-33-422-037, 03-33-423-022, 03-33-423-023, 03-33-423-024, 03-33-423-005, 03-33-423-025, 03-33-423-015, 03-33-423-026, 03-33-423-017, 03-33-423-018, 03-33-423-019, and 03-33-423-020.



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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: _____, 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)

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

(Name of Contractor)

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

Dated: _____, 20__

Notary Public

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

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

Legal Description:

PARCEL 1:

LOT 2 IN THE PIZZA HUT RESUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 5 IN ADLER'S ELMHURST PLAINS ADDITION BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 31, 1985, AS DOCUMENT NO. R85-94982, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 IN BLOCK 6 IN ADLER'S ELMHURST PLAINS ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1925, AS DOCUMENT 194384 (EXCEPT THAT PART TAKEN FOR NORTH AVENUE RIGHT OF WAY) IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF LOTS 4 AND 8 AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF LOTS 9, 10, 11, 12 AND 13 IN BLOCK 6 IN ADLER'S ELMHURST PLAINS ADDITION, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1925 AS DOCUMENT 194384, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 4 (AS SURVEYED):

ALL OF THE VACATED NORTH-SOUTH PRINCETON AVENUE RIGHT OF WAY LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF WILDFIRE DRIVE (FORMERLY ADELE AVENUE) AND NORTH OF THE NORTH RIGHT OF WAY LINE OF NORTH AVENUE (ILLINOIS ROUTE NO. 64), IN ADLER'S ELMHURST PLAINS ADDITION IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID VACATION RECORDED SEPTEMBER 17, 2014, AS DOCUMENT R2014-085400, IN DUPAGE COUNTY, ILLINOIS.

Commonly Known As: 120 W. North Avenue, Villa Park, IL and 100 W. North Avenue, Villa Park, IL

PINs: 03-33-422-037, 03-33-423-022, 03-33-423-023, 03-33-423-024, 03-33-423-005, 03-33-423-025, 03-33-423-015, 03-33-423-026, 03-33-423-017, 03-33-423-018, 03-33-423-019, and 03-33-423-020.

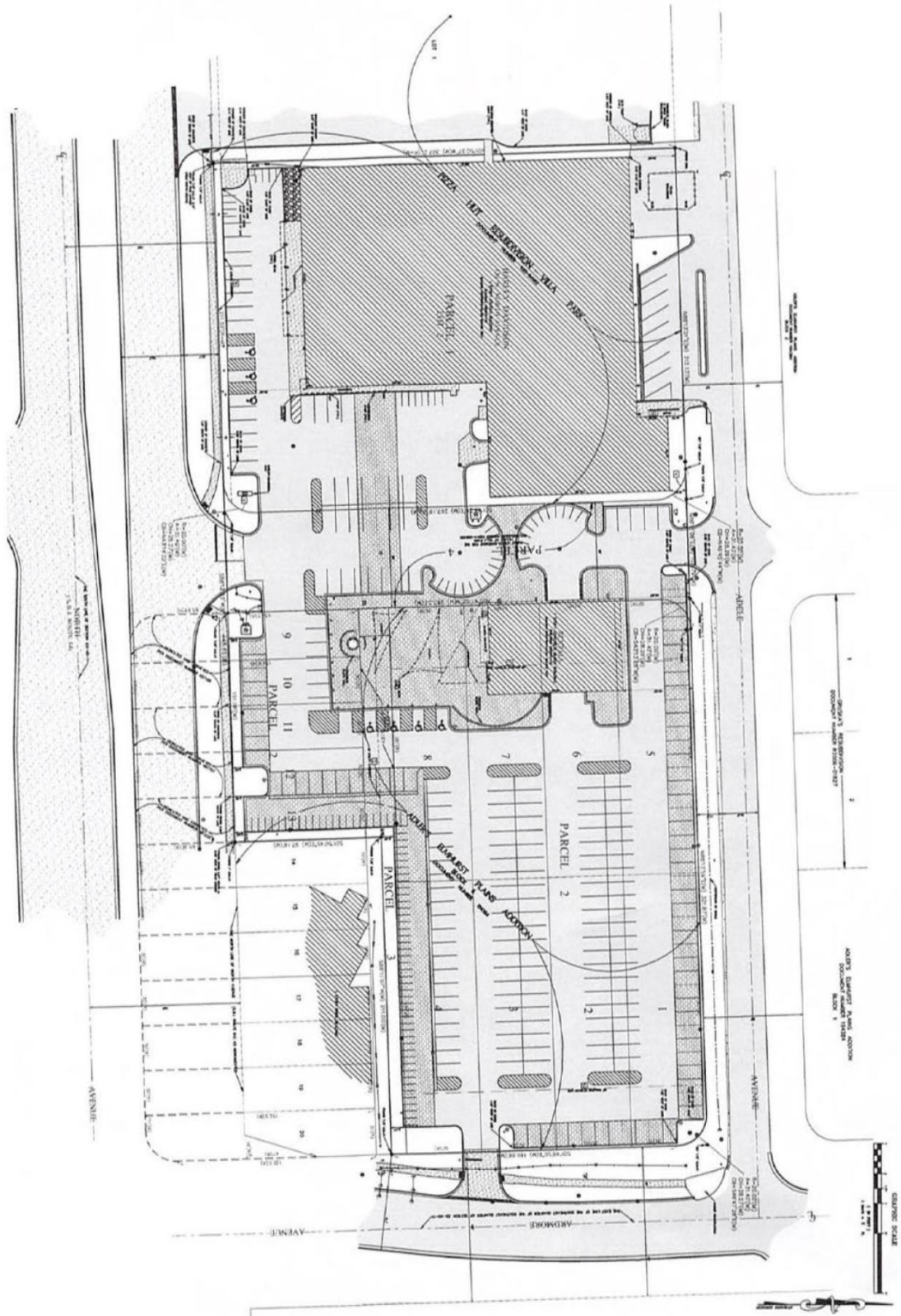


EXHIBIT B
CONTRACTOR'S CERTIFICATION

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: _____, 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: _____, 20__

Notary Public



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 26, 2024
SUBJECT: An Ordinance Approving an Amendment Releasing Parcels from the
Redevelopment Project Area of the Kenilworth Tax Increment Financing District
- TIF 5

RECOMMENDED ACTION:

This is the Ordinance Approving an Amendment Releasing Parcels from the Redevelopment Project Area of the Kenilworth Tax Increment Financing District - TIF 5. Staff recommends approval of the ordinance.

BACKGROUND:

This is necessary to remove certain parcels that are currently located within TIF 5, that will be located within the newly created TIF 7. The remainder of TIF 5 will remain south of the Great Western Trail. All of the parcels being removed from TIF 5, will be included in TIF 7. TIF 5 was originally approved in 2014 with a 2037 expiration date. The base EAV will reset to 2023 numbers with the creation of TIF 7 for the parcels in TIF 7, and the remaining TIF 5 parcels will maintain the 2014 EAV.

DISCUSSION:

Releasing the properties from TIF 5 must be the first step so that they will be available to be incorporated into TIF 7 in an ordinance that will follow in the agenda.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN AMENDMENT
RELEASING PARCELS FROM THE REDEVELOPMENT PROJECT
AREA OF THE KENILWORTH TAX INCREMENT FINANCING DISTRICT
FOR THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS**

WHEREAS, on September 22, 2014, the Village of Villa Park (the “Village”) did heretofore adopt the following ordinances to establish the Kenilworth Redevelopment Project Area tax increment financing district (the “Kenilworth TIF District”):

- Ordinance No. 3823, entitled “An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving the Kenilworth Redevelopment Project Area Redevelopment Plan and Redevelopment Project”;
- Ordinance No. 3824, entitled “An Ordinance of the Village of Villa Park, DuPage County, Illinois, Designating the Proposed Kenilworth TIF Redevelopment Project Area, a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”; and
- Ordinance No. 3825, entitled “An Ordinance of the Village of Villa Park, DuPage County, Illinois, Adopting Tax Increment Allocation Financing for the Kenilworth Redevelopment Project Area,”

(collectively the “TIF Ordinances”); and

WHEREAS, Section 11-74.4-5(c) of the Act authorizes a municipality to amend an existing tax increment financing district without further public hearing and related notices and procedures, provided the proposed amendment complies with the requirements of said Section 11-74.4-5(c) of the Act; and

WHEREAS, the corporate authorities of the Village have determined that it is in the best interest of the Village to remove certain parcels of property from the Kenilworth TIF District (the “Released Parcels”); and

WHEREAS, the Released Parcels are legally described in Exhibit A, attached hereto and made a part hereof, and depicted (together with parcel identification numbers) in Exhibit B, attached hereto and made a part hereof; and

WHEREAS, upon removal of the Released Parcels from the Kenilworth TIF District, the Kenilworth TIF District, as amended, shall be legally described as set forth in Exhibit C, attached

hereto and made a part hereof, and depicted (together with parcel identification numbers) in Exhibit D, attached hereto and made a part hereof; and

WHEREAS, the corporate authorities of the Village find that the amendment of the Kenilworth TIF District to remove the Released Parcels may be done without further public hearing and related notices and procedures and further find that the proposed amendment complies with Section 11-74.4-5(c) of the Act as follows:

1. No additional properties are being added to the redevelopment project area; and
2. The release of the Released Parcels will not effect the general land uses of the redevelopment plan; and
3. The release of the Released Parcels will not substantially change the nature of the redevelopment project; and
4. The total estimated redevelopment project cost set forth in the redevelopment plan will not be increased; and
5. No additional redevelopment project costs will be added in addition to those costs as set out in the redevelopment plan; and
6. The amendment will not increase the number of inhabited residential units to be displaced from the redevelopment project area.

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. That the President and Board of Trustees (the “Corporate Authorities”) hereby adopt the aforesaid recitals as the findings of the Corporate Authorities regarding this Amendment to the Redevelopment Project Area, as though fully set forth herein.

SECTION 2. That the Released Parcels legally described and highlighted in Exhibit A and depicted (together with parcel identification numbers) in Exhibit B are hereby removed from the Kenilworth TIF District.

SECTION 3. That upon removal of the Released Parcels from the Kenilworth TIF District, the Kenilworth TIF District shall be legally described as set forth in Exhibit C and depicted (together with parcel identification numbers) in Exhibit D.

SECTION 4. That all the provisions of the TIF Ordinances as may otherwise be amended from time to time, and any other ordinance of the Village concerning the Kenilworth TIF District,

shall remain in full force and effect to the extent that those prior ordinances are not superseded by, inconsistent or in conflict with this Ordinance.

SECTION 5. That the Village Clerk, or her designee, is hereby directed to give mailed notice of the passage and approval of this Ordinance to each affected taxing district and registrant on the interested parties registry and to publish notice in a newspaper of general circulation in the Village, no later than ten (10) days after passage and approval hereof. The Village Clerk, or her designee, is further directed to file a certified copy of this Ordinance with the DuPage County Clerk and the Illinois Department of Commerce and Economic Opportunity.

SECTION 6. This Ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

Passed this ____ day of February, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of February, 2024.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2024

EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PARCELS

LEGAL DESCRIPTION OF PORTION OF TIF 5 BEING REMOVED

THAT PART OF SECTIONS 3 AND 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ST. CHARLES ROAD RIGHT OF WAY WITH THE WEST LINE OF VILLA AVENUE RIGHT OF WAY (SAID POINT ALSO BEING THE ORIGINAL SOUTHEAST CORNER OF LOT 1 IN ROBERTSON'S VILLA PARK SUBDIVISION (DOC. R1911-105545); THENCE SOUTHWESTERLY ALONG SAID NORTH LINE OF ST. CHARLES ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF LOTS 74 THROUGH 85 IN CHAS. R. LANDON'S ADDITION TO VILLA PARK (DOC. R1922-155002); THENCE SOUTHERLY ALONG SAID NORTHERLY EXTENSION AND SAID EAST LINE OF LOTS 74 THROUGH 85, TO THE SOUTHEAST CORNER OF LOT 74; THENCE WESTERLY ALONG THE SOUTH LINE OF LOT 74 AND ITS WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE WEST LINE OF EUCLID AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID WEST LINE OF EUCLID AVENUE RIGHT OF WAY AND ITS SOUTHERLY EXTENSION TO THE SOUTHERLY LINE OF WILDWOOD BOULEVARD RIGHT OF WAY; THENCE SOUTHEASTERLY TO THE NORTHEAST CORNER OF LOT 31 IN ARDVILLA HIGHLANDS SUBDIVISION (DOC. R1922-159689) ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE GREAT WESTERN TRAIL RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF THE EASTERLY 92.00 FEET OF THE SOUTHERLY 15.00 FEET OF THAT PART OF THE RIGHT OF WAY OF THE FORMER CHICAGO GREAT WESTERN RAILROAD (NOW THE GREAT WESTERN TRAIL) LYING WESTERLY OF THE WEST LINE OF VILLA AVENUE RIGHT OF WAY, AS MEASURED PERPENDICULAR TO SAID WEST LINE AND PERPENDICULAR TO THE SOUTHERLY LINE OF SAID FORMER RAILROAD; THENCE NORTHERLY ALONG THE WEST LINE OF THE SAID 92.00 WIDE TRACT TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF THE SAID 92.00 WIDE TRACT TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE SOUTH VILLA AVENUE RIGHT OF WAY; THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTH VILLA AVENUE RIGHT OF WAY TO THE SOUTHEAST CORNER OF A TRACT OF LAND BOUNDED AS FOLLOWS (SAID TRACT HEREIN REFERRED TO AS PARCEL 004 GOING FORWARD): ON THE EASTERLY SIDE BY THE WEST LINE OF SOUTH VILLA AVENUE; ON THE NORTHERLY SIDE BY A LINE PARALLEL WITH AND DISTANT 50 FEET NORTHERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF THE MAIN TRACK OF THE MINNESOTA AND NORTHWESTERN RAILROAD COMPANY (LATER THE CHICAGO GREAT WESTERN RAILWAY COMPANY, LATER THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AND NOW THE GREAT WESTERN TRAIL), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SECTION 10; ON THE WESTERLY SIDE BY THE SOUTHERLY EXTENSION OF THE (PARALLEL) EAST LINE OF MYRTLE AVENUE, AS PLATTED

IMMEDIATELY SOUTH OF E. KENILWORTH STREET PER CALHOUN'S 2ND ADDITION TO VILLA PARK (DOCUMENT R1923-163013) PREVIOUSLY PER DEED OF RECORD FOR SAID PARCEL 004, SAID WESTERLY BOUNDARY NOW BEING THE SOUTHERLY EXTENSION OF THE EAST LINE OF THAT PORTION OF THE WILDWOOD BOULEVARD RIGHT OF WAY RUNNING NORTH AND SOUTH WITHIN SAID CALHOUN'S 2ND ADDITION TO VILLA PARK; ON THE SOUTHERLY SIDE BY A LINE PARALLEL WITH AND DISTANT 25 FEET NORTHERLY(MEASURED AT RIGHT ANGLES) FROM THE CENTER LINE OF THE MAIN TRACK OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY (FORMERLY THE CHICAGO GREAT WESTERN RAILWAY COMPANY) AS SAID MAIN TRACK WAS LOCATED ON FEBRUARY 25, 2020; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF AFOREDESCRIBED TRACT 004 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TRACT 004 TO THE NORTHWEST CORNER THEREOF, BEING A POINT OF INTERSECTION THE NORTH LINE OF THE GREAT WESTERN TRAIL RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID NORTH LINE OF THE GREAT WESTERN TRAIL RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THAT PORTION OF THE WILDWOOD BOULEVARD RIGHT RUNNING NORTH AND SOUTH AFORESAID; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH NORTH LINE OF WILDWOOD BOULEVARD RIGHT OF WAY NORTH OF AND ABUTTING LOTS 5 THROUGH 10 IN BLOCK 1 IN SAID CALHOUN'S 2ND ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF LOT 1, BLOCK 2 IN CALHOUN'S 2ND ADDITION TO VILLA PARK; THENCE NORTHERLY ALONG THE WEST LINES OF LOTS 1 THROUGH 3 IN BLOCK 2 IN CALHOUN'S 2ND ADDITION TO VILLA PARK TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 3 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF SOUTH VILLA AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

MAP AND PINS OF RELEASED PARCELS

PINs

0610105006
0610105004
0610104014
0610105010
0610104017
0610104025
0610107084
0610105002
0610105005

Area to be Removed from TIF 5 Kenilworth

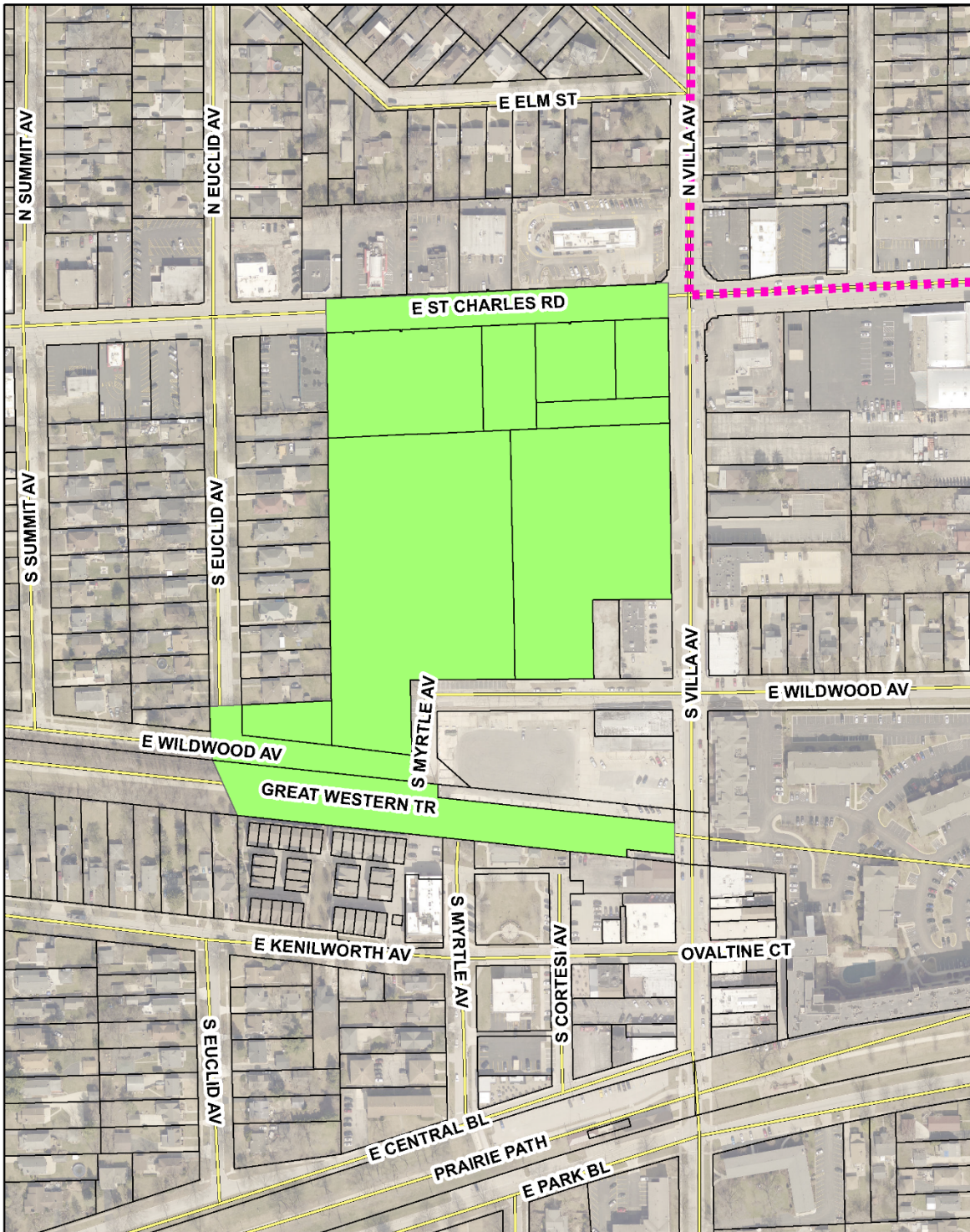


EXHIBIT C

LEGAL DESCRIPTION OF THE AMENDED KENILWORTH TIF DISTRICT

PORTION OF TIF 5 REMAINING IN TIF 5

THAT PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 31 IN ARDVILLA HIGHLANDS SUBDIVISION (DOC. R1922-159689) ALSO BEING THE NORTHWEST CORNER OF PLAT OF ASSESSMENT OF KENILWORTH PARK (DOC. R2008-126138) AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 31 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF KENILWORTH AVENUE RIGHT OF WAY AND THE NORTHWEST CORNER OF LOT 33 IN ARDMORE (DOC. R1910-100832); THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE OF THE KENILWORTH AVENUE RIGHT OF WAY, (ALSO BEING THE NORTH PROPERTY LINE OF SAID LOT 33 AND THE NORTH PROPERTY LINE OF LOT 23 IN CALHOUN'S ADDITION TO VILLA PARK PER DOC. R1910-100980 EXCEPT THOSE PORTIONS TAKEN FOR KENILWORTH AVENUE RIGHT OF WAY) TO A BEND IN SAID RIGHT OF WAY, THENCE CONTINUING EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE MYRTLE AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE AND ITS SOUTHERLY EXTENSION TO THE SOUTHERLY LINE OF PARK BOULEVARD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF PARK BOULEVARD RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE WEST LINE OF VILLA AVENUE RIGHT OF WAY; THENCE NORTHERLY ALONG THE WEST LINE OF VILLA AVENUE RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THE ILLINOIS PRAIRIE PATH (FORMERLY THE AURORA ELGIN AND CHICAGO RAILWAY); THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF THE ILLINOIS PRAIRIE PATH RIGHT OF WAY TO THE SOUTHEAST CORNER OF LOT 12 IN THE PLAT OF SUBDIVISION OF THE WEST PART OF LOT 37 OF VILLA PARK (DOC. R1909-094837); THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT 12 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EAST LINES OF LOTS 12, 11, 10, 9, 8 AND 7 IN SAID PLAT OF SUBDIVISION OF THE WEST PART OF LOT 37 OF VILLA PARK TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE WESTERLY ALONG THE NORTH LINE THEREOF 57.0 FEET; THENCE NORTHERLY ALONG THE WEST LINE OF THE EAST 57.0 FEET OF LOT 6 IN SAID PLAT OF SUBDIVISION OF THE WEST PART OF LOT 37 IN VILLA PARK, TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF OVALTINE COURT RIGHT OF WAY; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 6 AND ITS WESTERLY EXTENSION TO A POINT OF INTERSECTION WITH THE WEST LINE OF VILLA AVENUE RIGHT OF WAY AND THE SOUTH LINE OF KENILWORTH AVENUE RIGHT OF WAY; THENCE NORTHERLY ALONG THE WEST LINE OF VILLA AVENUE RIGHT OF WAY TO THE NORTHEAST CORNER OF A TRACT OF LAND BEING THE EASTERLY 92.00 FEET OF THE SOUTHERLY 15.00 FEET OF THAT PART OF THE

RIGHT OF WAY OF THE FORMER CHICAGO GREAT WESTERN RAILROAD (NOW THE GREAT WESTERN TRAIL) LYING WESTERLY OF THE WEST LINE OF VILLA AVENUE RIGHT OF WAY, AS MEASURED PERPENDICULAR TO SAID WEST LINE AND PERPENDICULAR TO THE SOUTHERLY LINE OF SAID FORMER RAILROAD; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID 92.00 FOOT WIDE TRACT TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WEST LINE THEREOF TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE GREAT WESTERN TRAIL RIGHT OF WAY; THENCE NORTHWESTERLY ALONG SAID SOUTH LINE OF THE GREAT WESTERN TRAIL TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT D

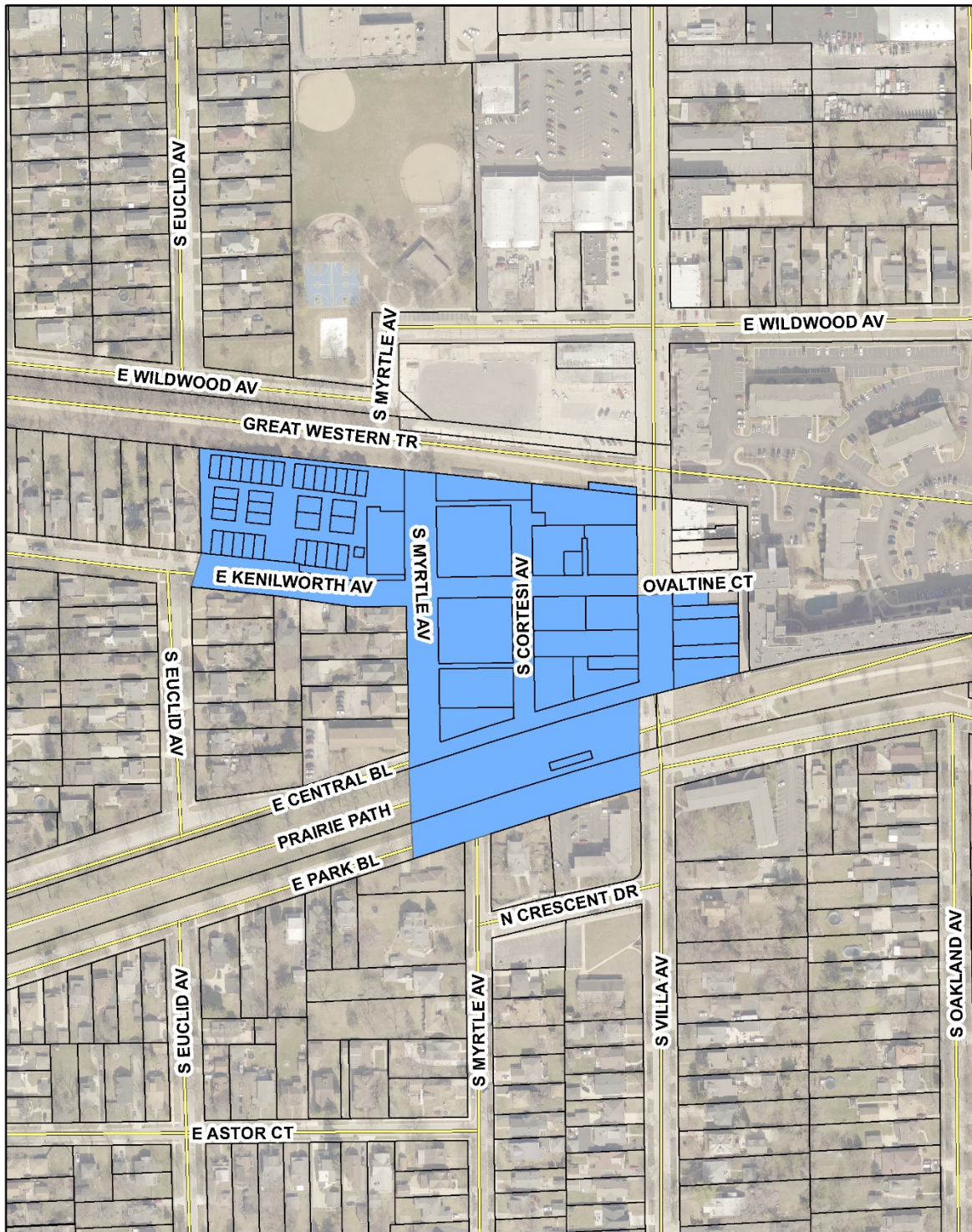
MAP AND PINS OF REMAINING PARCELS

PINs

0610107135
0610107115
0610107141
0610107103
0610109004
0610116003
0610212008
0610107113
0610107110
0610107122
0610107105
0610107124
0610117002
0610107106
0610116010
0610116008
0610107120
0610212010
0610107108
0610107133
0610107125
0610109002
0610212007
0610107101
0610107117
0610115001
0610107139
0610107142
0610107116
0610107109
0610108001
0610107134
0610107118
0610127001
0610108002
0610107112
0610107136
0610116006
0610107119

0610107104
0610115005
0610117001
0610107111
0610109001
0610107138
0610212009
0610107123
0610212005
0610116007
0610107121
0610107102
0610109005
0610107132
0610107140
0610116009
0610109003
0610107114
0610107107
0610127003
0610127005
0610127010
0610127011
0610127009
0610127008
0610127007
0610127006
0610127002
0610127004

Area to Remain within TIF 5 Kenilworth





MEMORANDUM

TO: Village Board of Trustees

FROM: Marc McLaughlin, Director

DATE: February 26, 2024

SUBJECT: An Ordinance Terminating the Designation of the St. Charles Road Redevelopment Project Area as a Tax Increment Financing Redevelopment Project Area, and Dissolving the Special Tax Increment Allocation Fund for said Redevelopment Project Area - TIF 4

RECOMMENDED ACTION:

This is an Ordinance Terminating the St. Charles Road Redevelopment Project Area - TIF 4 and Dissolving the Special Tax Increment Allocation Fund for said Redevelopment Project Area. Staff recommends approval of this Ordinance.

BACKGROUND:

This Ordinance is necessary to abolish TIF 4, as the newly created TIF 7 incorporates all of the parcels currently in TIF 4. TIF 4 was originally approved in 2009 with a 2032 expiration date. The base EAV will reset to 2023 numbers with the creation of TIF 7 for these parcels.

DISCUSSION:

This ordinance must be passed second to terminate TIF 4 and release the parcels for incorporation into TIF 7 which will be created in separate ordinances later in the agenda.

ORDINANCE NO. _____

**AN ORDINANCE TERMINATING THE DESIGNATION OF THE
ST. CHARLES ROAD REDEVELOPMENT PROJECT AREA OF THE
VILLAGE OF VILLA PARK AS A TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA, AND DISSOLVING THE SPECIAL TAX
INCREMENT ALLOCATION FUND FOR SAID REDEVELOPMENT PROJECT AREA**

WHEREAS, on April 13, 2009, the Village of Villa Park (the “Village”) did heretofore adopt the following ordinances to establish the St. Charles Road Redevelopment Project Area tax increment financing district (the “St. Charles Road TIF District”):

- Ordinance No. 3540, entitled “An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Village of Villa Park St. Charles Road Redevelopment Project Area”;
- Ordinance No. 3541, entitled “An Ordinance of the Village of Villa Park, DuPage County, Illinois, Designating the Village of Villa Park St. Charles Road Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act”;
- Ordinance No. 3542, entitled “An Ordinance of the Village of Villa Park, DuPage County, Illinois, Adopting Tax Increment Allocation Financing for the Village of Villa Park St. Charles Road Redevelopment Project Area,”

(collectively the “TIF Ordinances”); and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village, its residents and the affected taxing districts to terminate the designation of the Redevelopment Project Area as a redevelopment project area under the Act and dissolve the Special Tax Allocation Fund; and

WHEREAS, the Village will close the books and records of the Redevelopment Project Area once the Finance Director of the Village determines that all redevelopment project costs for the Redevelopment Project Area have been paid, all obligations issued in connection with the Redevelopment Project Area have been retired, all real estate tax appeals and equalized assessed

valuation contests of properties with the Redevelopment Project Area are resolved/determined, the time period to appeal and/or contest real estate taxes and equalized assessed values of properties within the Redevelopment Project Area has expired, all fund transfers to contiguous TIF district(s) have been made, and if any excess monies are available in the special tax allocation fund for the Redevelopment Project Area (the “Special Tax Allocation Fund”), said monies shall be distributed in accordance with Section 11-74.4-8 of the Act; and

WHEREAS, in accordance with the provisions of the Act, the Village terminates the designation of the Redevelopment Project Area as a redevelopment project area effective as of the passage of this Ordinance and will dissolve the Special Tax Allocation Fund relating to the Redevelopment Project Area upon the satisfaction of all obligations of the Redevelopment Project Area, satisfaction of all obligations issued in connection with the Redevelopment Project Area, all real estate tax appeals and equalized assessed valuation contests of properties with the Redevelopment Project Area are resolved/determined, the time period to appeal and/or contest real estate taxes and equalized assessed values of properties within the Redevelopment Project Area has expired, and all fund transfers to contiguous TIF district(s) have been made; and

WHEREAS, the Village will give notice to the affected taxing districts that the Redevelopment Project Area was terminated by providing the affected taxing districts with a copy of this Ordinance, within a reasonable time after its passage and approval.

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

SECTION ONE. The recitals to this Ordinance are full, true and correct and adopted as findings of the Corporate Authorities and are incorporated herein by specific reference.

SECTION TWO. The designation of the Redevelopment Project Area as described in the TIF Ordinances, as a redevelopment project area, is terminated effective as of the passage of this Ordinance. The Village Clerk or a designee is hereby directed to timely file a certified copy of this Ordinance with the Clerk of DuPage County and the Village shall cause notice to be given to all affected taxing districts that the Redevelopment Project Area was terminated by providing the affected taxing districts with a copy of this Ordinance, within a reasonable time after its passage and approval.

SECTION THREE. The Special Tax Allocation Fund established for the Redevelopment Project Area shall be dissolved upon the satisfaction of all obligations of the Redevelopment Project Area, satisfaction of all obligations issued in connection with the Redevelopment Project Area, all real estate tax appeals and equalized assessed valuation contests of properties with the Redevelopment Project Area are resolved/determined, the time period to appeal and/or contest real estate taxes and equalized assessed values of properties within the Redevelopment Project Area has expired, and all fund transfers to contiguous TIF district(s) have been made. Upon satisfaction and occurrence of the above, the Finance Director of the Village is hereby authorized and directed to finalize the accounting necessary to close the books and records of the Redevelopment Project Area and remit any excess monies in the Special Tax Allocation Fund to the County of DuPage for distribution to the affected taxing districts in accordance with 11-74.4-8 of the Act upon final payouts of obligations.

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

SECTION FIVE. All ordinances, resolutions, motions or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

SECTION SIX. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this ____ day of February, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of February, 2024.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2024



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 26, 2024
SUBJECT: An Ordinance Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the St. Charles Road Commercial Corridor Redevelopment Project Area

RECOMMENDED ACTION:

This Ordinance is Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the St. Charles Road Commercial Corridor Redevelopment Project Area. Staff recommends approval of this ordinance.

BACKGROUND:

The attached plan developed was by Teska Associates, Inc. for the Village and has been revised and amended over the last 6 months to produce the document that is ready for approval today. The Housing Study is built into the plan and all facts and figures have been updated since the initial plan was drafted. The plan outlines the plan of action including the opportunities for improvement and includes the potential financial impact of the TIF. It also includes the finding necessary by law to justify the creation of the TIF.

DISCUSSION:

This ordinance must be third in order as it establishes the plan and the findings to justify the creation of the new TIF.

ORDINANCE NO. 2024 - _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPROVING A TAX INCREMENT REDEVELOPMENT PLAN AND
REDEVELOPMENT PROJECT FOR THE ST. CHARLES ROAD
COMMERCIAL CORRIDOR REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Villa Park, DuPage County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed redevelopment plan and redevelopment project (the “Plan and Project”) within the municipal boundaries of the Village and within a proposed redevelopment project area (the “Area”) described in Section 1(a) of this Ordinance, which Area constitutes in the aggregate more than one and one-half acres; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the President and Board of Trustees of the Village (the “Corporate Authorities”) called and conducted a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for January 8, 2024; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Illinois Department of Commerce and Economic Opportunity (f.k.a. Department of Commerce and Community Affairs of the State of Illinois) by certified mail on November 9, 2023, by publication on December 11, 2023 and December 18, 2023 and by certified mail to the last taxpayers of record within the Area on December 14, 2023; and

WHEREAS, on September 6, 2023 and November 9, 2023, notice was provided by mail to all residential addresses that, after a good faith effort, the Village determined were located within 750 feet of the Area; and

WHEREAS, the Village caused to be prepared a Housing Impact Study regarding the proposed Area and held a properly noticed Public Meeting on October 2, 2023; and

WHEREAS, the Village did heretofore convene a Joint Review Board as required by and in all respects in compliance with the provisions of the Act; and

WHEREAS, the Joint Review Board met on November 27, 2023 to review the public record, planning documents and proposed ordinances approving the Plan and Project and consider whether the Plan and Project and Area satisfy the requirements of the Act; and

WHEREAS, on November 27, 2023, the Joint Review Board considered and approved a resolution recommending approval of the Plan and Project and the designation of the Area (the “Resolution”); and

WHEREAS, the Plan and Project set forth the factors that caused the proposed Area to qualify as a “conservation area” and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that have caused all or part of the Area to be a “conservation area” as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and

improvements thereon in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Village as a whole to determine whether the proposed Plan and Project conform to the comprehensive plan of the Village.

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. Findings. That the Corporate Authorities of the Village hereby make the following findings:

a. The Area is legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. Conditions exist which cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a “conservation area” as defined in the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

d. The Plan and Project conform to the comprehensive plan for the development of the Village as a whole.

e. As set forth in the Plan it is anticipated that construction activities of the Project will be completed within twenty-three (23) years after the Area is designated and that all obligations incurred to finance redevelopment project costs, if any, as defined in the Plan shall be retired not later than December 31 of the year in which payment to the municipal treasurer is made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which this ordinance approving the Plan and Project is adopted by the Corporate Authorities.

f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed Project improvements are included in the proposed Area.

g. The implementation of the Plan and Project may result in the displacement of residents from 10 or more inhabited residential dwelling units.

h. The Area does not contain 75 or more inhabited residential dwelling units.

i. A Housing Impact Study was prepared and a properly noticed Public Meeting was held by the Village on October 2, 2023, regarding the proposed Area.

Section 2. Plan and Project Approved. That the Plan and Project, which were the subject matter of the public hearing held January 8, 2024 are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

Section 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024

Village President

Attest: _____
Village Clerk

EXHIBIT A

Legal Description

Proposed St. Charles Road Commercial Corridor TIF District - Legal Description

THOSE PORTIONS OF THE VILLAGE OF VILLA PARK WITHIN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF WESTMORE-MEYERS AVENUE AND ST. CHARLES ROAD RIGHTS OF WAY (ALL RIGHTS OF WAY HEREIN DESCRIBED AS BEING AS CURRENTLY WIDENED AND TAKEN) AND RUNNING THENCE NORTHERLY ALONG THE SAID CENTERLINE OF WESTMORE-MEYERS ROAD TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE NORTHWEST CORNER OF LOT 11, BLOCK 10 IN SECOND ADDITION TO NORTH ARDMORE (DOC. R1923-162021); THENCE EASTERLY ALONG SAID PERPENDICULAR LINE TO THE NORTHWEST CORNER OF SAID LOT 11 AND CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 11 THROUGH 7, BLOCK 10 IN SAID SECOND ADDITION TO NORTH ARDMORE AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 11, BLOCK 11 IN SAID SECOND ADDITION TO NORTH ARDMORE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 11 THROUGH 7, BLOCK 11 TO THE NORTHEASTERLY CORNER OF SAID LOT 7, BLOCK 11 THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF N. SECOND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 12 IN SANSONETTI'S RESUBDIVISION (DOC. R1955-780876); THENCE EASTERLY ALONG SAID EXTENSION AND CONTINUING EASTERLY ALONG THE NORTH LINE OF LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINES OF LOTS 11 AND 10 IN SAID SANSONETTI'S RESUBDIVISION TO A POINT OF INTERSECTION WITH THE SOUTH LINES OF LOTS 7 THROUGH 1 IN SAID SANSONETTI'S RESUBDIVISION; THENCE EASTERLY ALONG SAID SOUTH LINES TO THE NORTHWEST CORNER OF A PARCEL OF LAND BEING THE EAST 175.0 FEET OF THE SOUTH 200.0 FEET AND THE SOUTH 300.00 FEET (EXCEPT THE WEST 360.0 FEET AND EXCEPT THE EAST 175.0 FEET) OF BLOCK 12 IN THE SECOND ADDITION TO NORTH ARDMORE AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF THE NORTH 100.00 FEET OF SAID PARCEL TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 200.00 FEET OF SAID PARCEL; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. ADDISON AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOU-JAKE PLAT OF CONSOLIDATION (DOC. R2000-121311); THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT OF CONSOLIDATION AND CONTINUING EASTERLY ALONG THE NORTH LINE OF LOTS 19 THROUGH 17, BLOCK 7 IN THE RESUBDIVISION OF FIRST ADDITION TO

NORTH ARDMORE (DOC. R1922-156380) AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 23, BLOCK 6 IN SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINES OF LOTS 23 THROUGH 17, BLOCK 6 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 22 , BLOCK 5 OF SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 22 , 21 AND 20, BLOCK 5 AND THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 16, BLOCK 5 IN SAID RESUBDIVISION; THENCE NORTHERLY ALONG THE WESTERLY LINES OF LOTS 16 ,15 AND 14, BLOCK 5 IN SAID RESUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 14 AND THE EASTERLY EXTENSION THEREOF; TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. HARVARD AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID N. HARVARD AVENUE RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ABUTTING LOTS 5 THROUGH 9 IN HEFT'S RESUBDIVISION (R1926-207448); THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ABUTTING LOTS 8 THROUGH 4 IN DIVISION OF LOT 62 (DOC. R1928-255858) TO THE SOUTHEAST CORNER OF LOT 3 IN SAID DIVISION OF LOT 62; THENCE CONTINUING ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE OF THE ALLEY TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. YALE AVE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF LOT 9 IN "SUBDIVISION" (OF LOTS 38, 39 AND 40 IN NORTH ARDMORE, PER DOC. R1927-242684) TO ITS TERMINUS AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID ALLEY AND THE SOUTHERLY EXTENSION THEREOF, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 37 (EXCEPT THE NORTH 225 FEET THEREOF) IN NORTH ARDMORE (DOC. R1914-118541); THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. PRINCETON AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 200 FEET OF LOT 14 IN NORTH ARDMORE AFORESAID; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID SOUTH 200 FEET TO A POINT IN THE WEST LINE OF LOT 13 IN NORTH ARDMORE AFORESAID; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 13 TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 13 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 13 TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 125.0 FEET OF LOT 12 IN SAID NORTH ARDMORE; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 125 FEET OF LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF N. ARDMORE AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 181 IN F.D. PAYNE'S ADDITION TO VILLA PARK (DOC.

R1922-15503); THENCE EASTERLY ALONG SAID EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 181; THENCE ALONG THE FOLLOWING LINES, ALL WITHIN SAID F.D. PAYNE'S ADDITION TO VILLA PARK: EASTERLY ALONG THE NORTH LINE OF SAID LOT 181 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 181 TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 185 THROUGH 187 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 188; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 188 THROUGH 193 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 194; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 194 THROUGH 199 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 200; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 200 THROUGH LOT 205 TO THE NORTHEAST CORNER OF SAID LOT 205, BEING A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. SUMMIT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF N. SUMMIT AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 206 IN SAID F.D. PAYNE'S ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINES OF LOTS 206 THROUGH 208 TO THE NORTHEAST CORNER OF SAID LOT 208; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 208, ALSO BEING THE WEST LINE OF LOT 27 IN HERRICK & WHITE RESUBDIVISION (DOC. R1927-242003), TO THE NORTHWEST CORNER OF SAID LOT 27 IN SAID HERRICK & WHITE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 27 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 16 IN SAID HERRICK & WHITE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE THEREOF AND ITS EASTERLY EXTENSION TO A POINT ON THE WEST LINE OF LOT 7 IN ROBERTSON'S VILLA PARK (DOC. R1911-105545); THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 7 THROUGH 2 IN SAID ROBERTSON'S VILLA PARK TO THE SOUTHWEST CORNER OF THE EAST 50.0 FEET OF LOT 13 IN SAID ROBERTSON'S VILLA PARK; THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 50.0 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SOUTH 50.0 FEET OF THE EAST 50.0 FEET OF SAID LOT 13; THENCE EASTERLY ALONG THE NORTH LINE OF THE SAID SOUTH 50.0 FEET OF THE EAST 50.0 FEET AND ITS EASTERLY EXTENSION TO A POINT IN THE CENTER LINE OF NORTH VILLA AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID CENTER LINE TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE CENTER LINE OF THE NORTHWESTERLY PROJECTION OF SALT CREEK AS IT CURRENTLY EXISTS; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83 (ROBERT KINGERY HIGHWAY); THENCE SOUTHEASTERLY ALONG SAID WEST

RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE TO THE NORTHWEST CORNER OF LOT 122 IN WOODRUFF'S RESUBDIVISION (DOC. R1915-123187); THENCE SOUTHWESTERLY FROM SAID NORTHWEST CORNER TO THE NORTHEAST CORNER OF LOT 1 IN OVALTINE RESUBDIVISION (DOC. R1999-244299); THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF LOT 46 IN WOODRUFF'S RESUBDIVISION AFORESAID, BEING A POINT IN THE WEST RIGHT OF WAY LINE OF SOUTH MONTEREY AVENUE; THENCE NORTHERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 16 IN VILLA PARK (DOC. R1908-095115); THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 16, 15, 14, 13 AND 12 IN SAID VILLA PARK TO THE SOUTHWEST CORNER OF SAID LOT 12, BEING A POINT ON THE EASTERLY RIGHT OF WAY OF OAKLAND AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 34 IN WOODRUFF'S RESUBDIVISION AFORESAID; THENCE WESTERLY ALONG SAID EXTENSION AND THE SOUTH LINE OF SAID LOT 34 TO THE NORTHEAST CORNER OF LOT 15 IN SAID WOODRUFF'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 15 AND THE EAST LINES OF LOTS 16 THROUGH 18 TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 18 TO THE NORTHEAST CORNER OF THE WEST 25.0 FEET OF LOT 20 IN SAID WOODRUFF'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST 25.0 FEET OF LOT 20 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF SOUTH VILLA AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE GREAT WESTERN TRAIL RIGHT OF WAY, (FORMERLY PART OF THE CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY) HEREAFTER REFERRED TO AS "GWT ROW"; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE "GWT ROW" TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AS BEING OF THE EASTERLY 92.00 FEET OF THE SOUTHERLY 15.00 FEET OF THAT PART OF THE RIGHT OF WAY OF THE FORMER CHICAGO GREAT WESTERN RAILROAD LYING WESTERLY OF THE WEST LINE OF VILLA AVENUE, AS MEASURED PERPENDICULAR TO SAID WEST LINE AND PERPENDICULAR TO THE SOUTHERLY LINE OF SAID RAILROAD ; THENCE ALONG THE FOLLOWING 3 LINES OF SAID PARCEL OF LAND, 1) NORTHERLY TO THE NORTHEAST CORNER THEREOF, 2) NORTHWESTERLY TO THE NORTHWEST CORNER THEREOF AND 3) SOUTHERLY TO THE SOUTHWEST CORNER THEREOF, BEING A POINT ON THE SOUTH LINE OF THE "GWT ROW" AFORESAID; THENCE NORTHWESTERLY

ALONG THE SOUTH LINE OF THE "GWT ROW" TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT A IN CHAS. R. LANDON'S ADDITION TO VILLA PARK (DOC. R1922-155002); THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT A TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 72 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK, BEING A POINT ON THE WEST RIGHT OF WAY LINE OF S. EUCLID AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 73 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 73 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 74 THROUGH 84 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK TO THE NORTHEAST CORNER OF SAID LOT 84, ALSO BEING THE SOUTHEAST CORNER OF LOT 85 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 85 THROUGH 87 IN SAID CHAS. R. LANDON'S ADDITION AND THE WESTERLY EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 88 IN SAID LANDON'S ADDITION; THENCE THE FOLLOWING COURSES ALL WITHIN SAID LANDON'S ADDITION; WESTERLY ALONG THE SOUTH LINES OF LOTS 88 THROUGH 93 AND THEIR WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF LOT 94; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 94 THROUGH 96 TO THE SOUTHWEST CORNER OF SAID LOT 96; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF LOT 38 TO THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 38 AND ITS WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF LOT 19 (BEING A POINT IN THE WEST RIGHT OF WAY LINE OF CHARLES AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF THE SOUTH 60.00 FEET OF LOT 100; THENCE WESTERLY ALONG THE NORTH LINES OF THE SOUTH 60.00 FEET OF LOTS 100 THROUGH 102 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 18 AND 17 TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 25.0 FEET OF LOT 17; THENCE WESTERLY ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO A POINT IN THE WEST RIGHT OF WAY LINE OF SOUTH ILLINOIS AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 106; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 106 THROUGH 108 TO THE SOUTHWEST CORNER OF SAID LOT 108; THENCE SOUTHERLY ALONG THE WEST LINES OF LOTS 1 THROUGH 9 AND LOT A AND THE SOUTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE "GWT ROW"; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID "GWT ROW" TO THE

NORTHWEST CORNER OF LOT 1 IN BLOCK 5 IN ARDVILLA HIGHLANDS (DOC. R1922-159689); THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1 TO A POINT IN THE NORTH RIGHT OF WAY LINE OF SAID "GWT ROW" TO THE SOUTHEAST CORNER OF LOT 2 IN VANDEKIEFT'S 2ND ASSESSMENT PLAT (DOC. R1962-025403); THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO A POINT ON THE CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY; THENCE WESTERLY ALONG SAID CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

General Street Location

The proposed Redevelopment Project Area is generally described as parcels located on the north and south sides of St. Charles Road from approximately Westmore Avenue on the west and Monterey Avenue on the east.

EXHIBIT C

Boundary Map

VILLAGE OF VILLA PARK PROPOSED ST. CHARLES ROAD COMMERCIAL CORRIDOR TIF DISTRICT

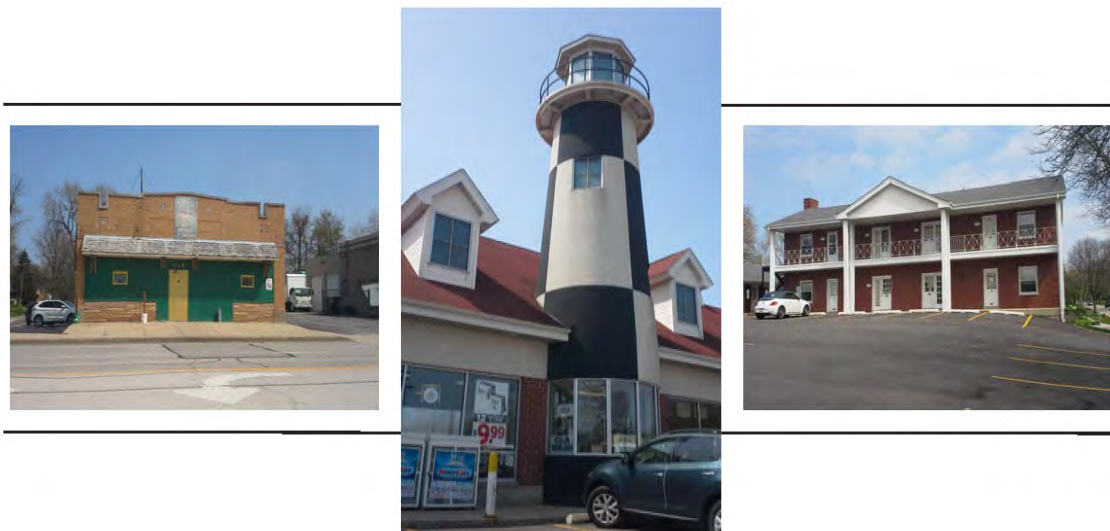


EXHIBIT D

Redevelopment Plan and Project

ST. CHARLES ROAD COMMERCIAL CORRIDOR REDEVELOPMENT PROJECT AREA PLAN AND PROGRAM

*Village of Villa Park
DuPage County, Illinois*



February 2024

TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT

*St. Charles Road Commercial Corridor
Redevelopment Project Area*



February 2024

Prepared By:
Teska Associates, Inc.



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APPENDICES

APPENDIX A: Tax Increment Financing Eligibility Report

APPENDIX B: Housing Impact Study

APPENDIX C: Legal Description

INTRODUCTION

This report documents the Tax Incremental Redevelopment Plan and Project (the “Redevelopment Plan”) for the Village of Villa Park St. Charles Road Commercial Corridor Tax Increment Financing District Redevelopment Project Area (the “Project Area”). This Redevelopment Plan has been prepared for use by the Village of Villa Park (the “Village”) by Teska Associates, Inc. This proposed Redevelopment Plan seeks to respond to a number of deficiencies, challenges and needs within the Project Area, and is indicative of a strong commitment and desire on the part of the Village to improve and revitalize the Project Area. This document is intended to provide a framework for improvements and reinvestment within the Project Area over the next twenty-three (23) years.

The Project Area primarily consists of commercial properties (as well as industrial, institutional and a small number of residential) located on St. Charles Road in the Village of Villa Park. Future redevelopment impediments, as outlined in Appendix A, and the resulting extraordinary challenges necessary for redevelopment, have led the Village to explore Tax Increment Financing. To this end, the Village retained the planning consulting firm Teska Associates, Inc. to assist the Village in the creation of a new TIF district covering the site. Teska has conducted the necessary field surveys, site evaluations, and identified key redevelopment opportunities and necessary public improvements within the Project Area, and this Redevelopment Plan summarizes the analyses and findings of the consultant’s work. The Village is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a “redevelopment project area” under the State of Illinois Tax Increment Allocation Redevelopment Act, [65 ILCS 5/11-74.4-1](#) as amended (the “Act”). Teska has prepared this Redevelopment Plan and the related Eligibility Study with the understanding that the Village would rely on: (a) the findings and conclusions of the Redevelopment Plan and associated Eligibility Report in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan; and (b) the fact that Teska has obtained the necessary information so that the Redevelopment Plan and the related Eligibility Study will comply with the requirements of the Act.



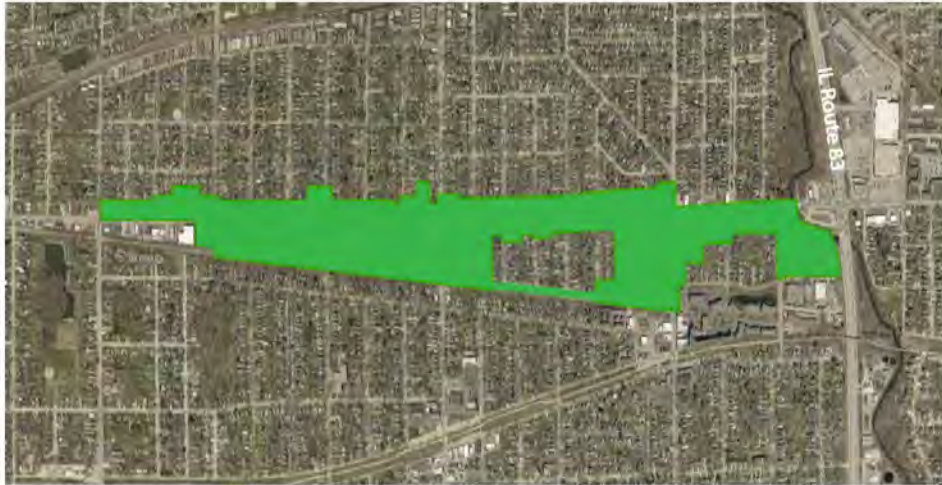
*St. Charles Road Commercial Corridor TIF Redevelopment Plan & Project
Village of Villa Park, Illinois*

*February 2024
Page 3*

Tax Increment Financing

Tax increment financing is permitted in Illinois under the “Tax Increment Allocation Redevelopment Act” (**Chapter 65 ILCS 5/11-74.4-1, et seq.**) of the Illinois Statutes, as amended (hereinafter the “Act”). Only areas which meet certain specifications outlined in the Act are eligible to use this financing mechanism. In addition to describing the redevelopment objectives, this Redevelopment Area Plan and Project report sets forth in general terms the overall program to be undertaken to achieve these objectives.

The Act permits municipalities to improve eligible “conservation” or “blighted” areas in accordance with an adopted Redevelopment Plan over a period not to exceed twenty-three (23) years. The municipal cost of certain public improvements and projects can be repaid with the revenues generated by increased assessed values of private real estate within a designated project area. This taxing power is only applied to the increase in equalized assessed valuation generated within the designated project area during the limited term of the Redevelopment Plan and Project, principally increased equalized assessed valuation from new private development.



Aerial Location Map

REDEVELOPMENT PROJECT AREA DESCRIPTION

The boundaries of the Redevelopment Project Area were carefully established in adherence to the eligibility criteria and include only those parcels which would benefit by the proposed Redevelopment Plan and Project. The Project Area includes parcels located on St. Charles Road, roughly between Westmore Avenue on the west and Monterey Avenue on the east, as shown on “Exhibit A – Project Area Boundary.” The Project Area contains **one-hundred and sixty-five (165)** structures on **one-hundred and ninety-seven (197)** parcels, totaling approximately **one-hundred and twenty-three (123)** acres in area (or 107 acres excluding rights-of-way). The property within the Project Area is primarily commercial but contains a mix of uses including industrial, residential and municipal/institutional, as illustrated on “Exhibit B - Existing Land Uses.”

Table 1: Existing Land Use

Existing Land Use	Land Area (Acres)
Commercial/Mixed-Use	63
Industrial	5
Residential	3
Municipal/Institutional	7
Parks/Open Space	21
Parking Lots	8
Rights-of-Way (streets)	16
TOTAL	123

Table 2: Existing Housing Units

Unit Type	Units *
Single-family	14
Multi-family	37
TOTAL	51

** The intended relocation of 10 or more residential units, or the presence of 75 or more residential units requires preparation of a Housing Impact Study. Therefore, a Housing Impact Study is included in this analysis/report (Appendix B).*

EXHIBIT A – PROJECT AREA BOUNDARY

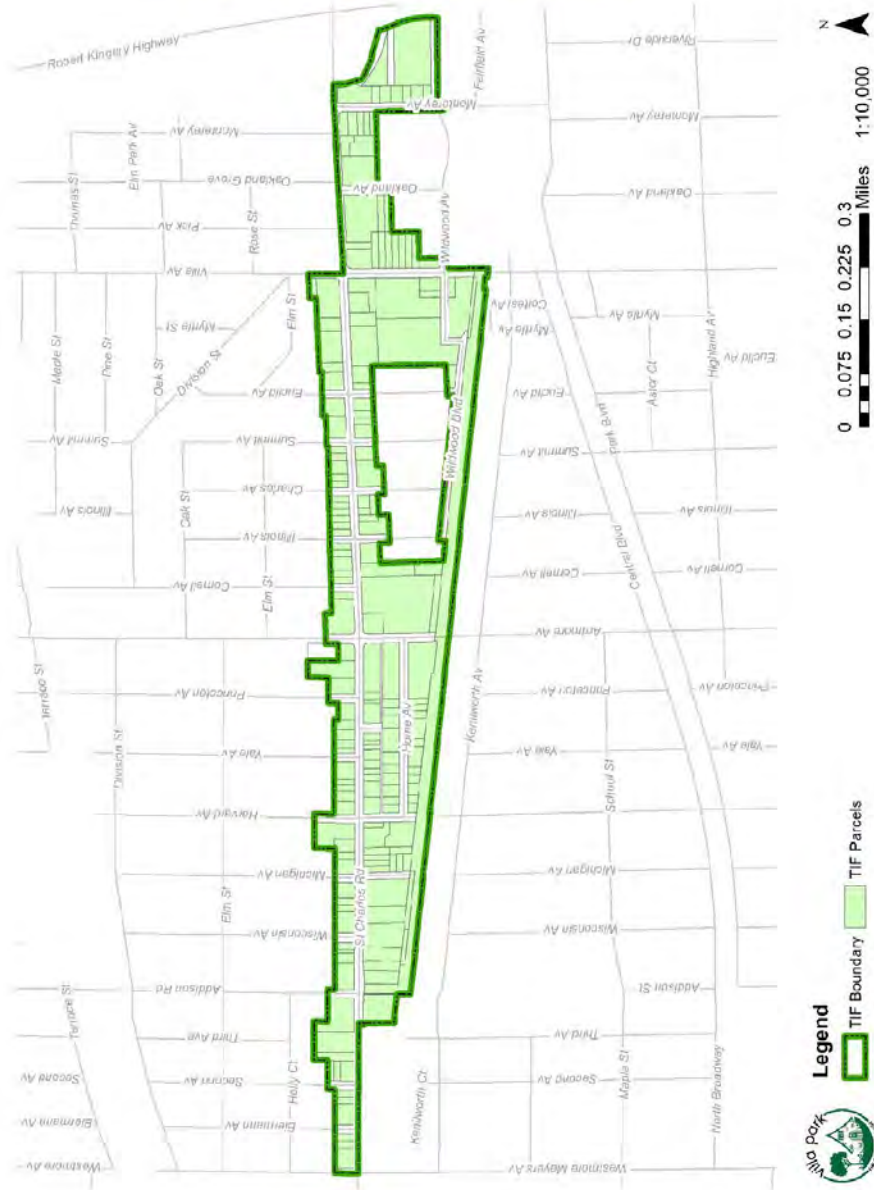


EXHIBIT B – EXISTING LAND USE

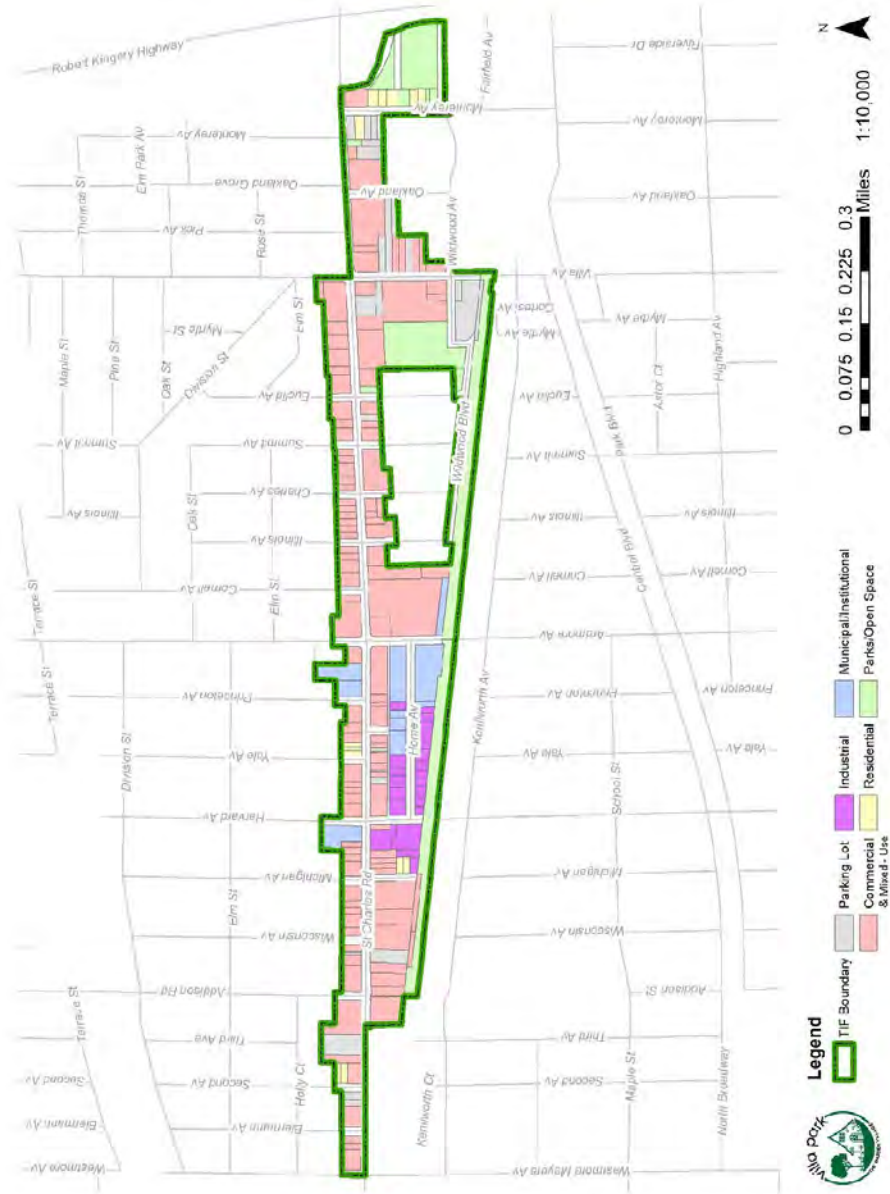


EXHIBIT C – RESIDENTIAL UNITS



Summary of the Eligibility of the Proposed Project Area

Beginning in April 2022 and then again in April 2023, a study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the St. Charles Road Commercial Corridor Project Area. These 'Eligibility Findings' indicate that the proposed Project Area meets the statutory requirements of a 'conservation area' and is therefore eligible for designation as a 'Tax Increment Finance Redevelopment Project Area.'



As detailed in Appendix A – Tax Increment Financing Eligibility Report of this Redevelopment Plan, the Project Area is eligible for designation as a 'conservation area' based on a majority of structures in excess of thirty-five (35) years in age and meeting a minimum of three (3) eligibility criteria. The following eligibility criteria apply:

1. Deterioration;
2. Code Violations;
3. Deleterious Land Use or Layout; and
4. Decline in Equalized Assessed Value.

In addition, the following eligibility factors are present within the Project Area to a lesser degree or in isolated locations, but not to a significant extent to be considered as a major qualifying factor:

5. Obsolescence;
6. Excessive Vacancies; and
7. Lack of Community Planning.

REDEVELOPMENT PLAN & PROJECT

The revitalization of the Project Area presents challenges and opportunities for the Village of Villa Park. The success of this effort will depend upon cooperation between private investment and local government. Public and private development efforts have not, as yet, been able to stimulate the comprehensive revitalization of the Project Area. The adoption of this Redevelopment Area Plan and Project will assist with the implementation of the development goals and objectives of the Village of Villa Park, which otherwise could not reasonably be anticipated to occur without the adoption of this Redevelopment Area Plan and Project. Through public investment, the Project Area will become more attractive to private investment.

The Act describes the Redevelopment Plan as *“the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the redevelopment project area as a blighted area or conservation area ..., and thereby serves to enhance the tax bases of the taxing districts which extend into the redevelopment project area.”*

The successful implementation of the Project Area Plan and Project requires that the Village take full advantage of the real estate tax increment attributed to the Project Area as provided for by the Act. The Project Area will not reasonably be improved and/or redeveloped without the use of such incremental revenues.

Purpose of the Redevelopment Plan

Pursuant to the "Tax Increment Allocation Redevelopment Act" ([Chapter 65 ILCS 5/11-74.4-1, et seq.](#)) of the Illinois Statutes as amended (hereinafter the "Act"), the purpose of a Redevelopment Plan and Project is to promote the health, safety, morals, and welfare of the general public by:

- < Eradicating blighting conditions and instituting conservation measures;
- < Removing and alleviating adverse conditions by encouraging private investment of underutilized and vacant properties which will strengthen the economy, tax base, business environment, and living environment within the Village of Villa Park; and
- < Improving existing public utilities and infrastructure within the Project Area.

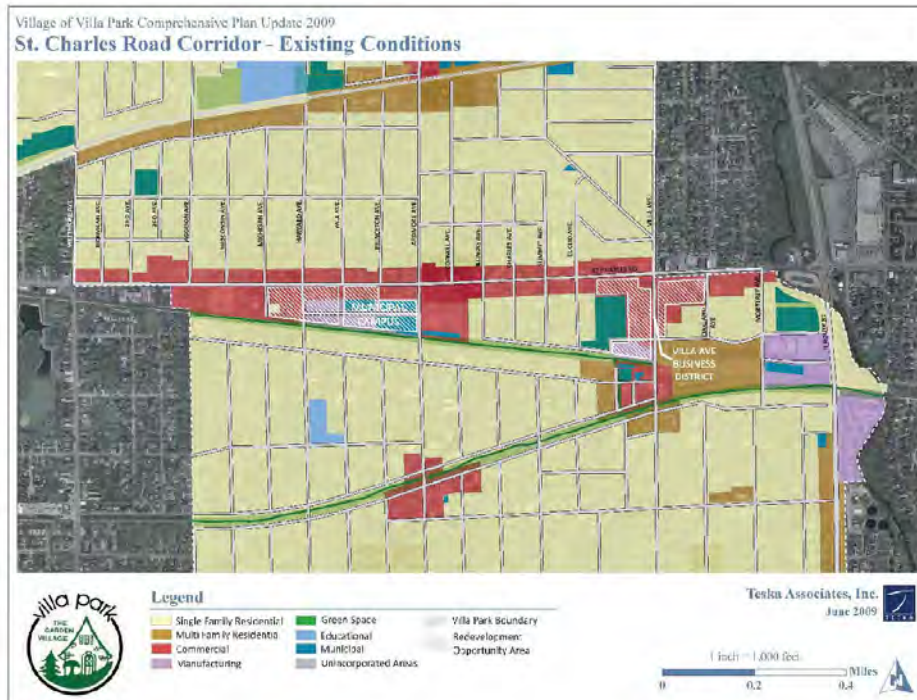
Redevelopment Plan Goals and Objectives

The aim of the Redevelopment Plan is the revitalization of the Project Area as a strong and attractive commercial/mixed-use corridor (St. Charles Road corridor), which will contribute to the health and vitality of the Village of Villa Park. The goals and objectives of the Redevelopment Plan include those articulated in the Illinois Tax Allocation Redevelopment Act and the Village's Comprehensive Plan (2009), as identified below:

"Economic Development: To bolster its economy, the Village should enhance its tax base, acquire key properties for larger-scale, higher-density mixed-use redevelopment, continue to utilize TIF, implement "complete street" strategies, revitalize existing neighborhood "mini-downtown" business districts and strengthen linkages among them, seek destination stores and restaurants, and attract larger companies to provide high quality, well-paid jobs." (Page 8)

"St. Charles Road Corridor: The St. Charles Road corridor is an important east-west linkage through the heart of Villa Park. Currently, the right-of-way is geared toward the automobile. Numerous curb cuts provide direct access to adjacent properties. The corridor lacks landscaping and appropriate pedestrian facilities, and the width of the roadway makes this corridor more of an edge between residential areas to the north and south rather than a seam that binds them together. The goal for the future of the St. Charles Road corridor should be to transform it into a "complete street" that encompasses safe and sufficient space for vehicles, bicyclists, pedestrians, transit, and persons with disabilities. It also needs to be more attractive and to unite both sides of the roadway. To achieve this, the roadway width could be narrowed to a three-lane cross-section, enhanced with streetscape improvements and a landscaping plan, coordinated access management, and context sensitive design. The narrowing of St. Charles Road is an option that will be highly dependent on the findings of thorough traffic studies. The roadway re-design would need to be beneficial for the overall community, while also enhancing the quality-of-life on St. Charles Road. Depending on what the traffic studies determine best, other alternatives include enhancing the roadway with landscape buffers, installing additional crosswalks and pedestrian amenities, as well as other streetscape elements without any lane reductions." (Page 14)



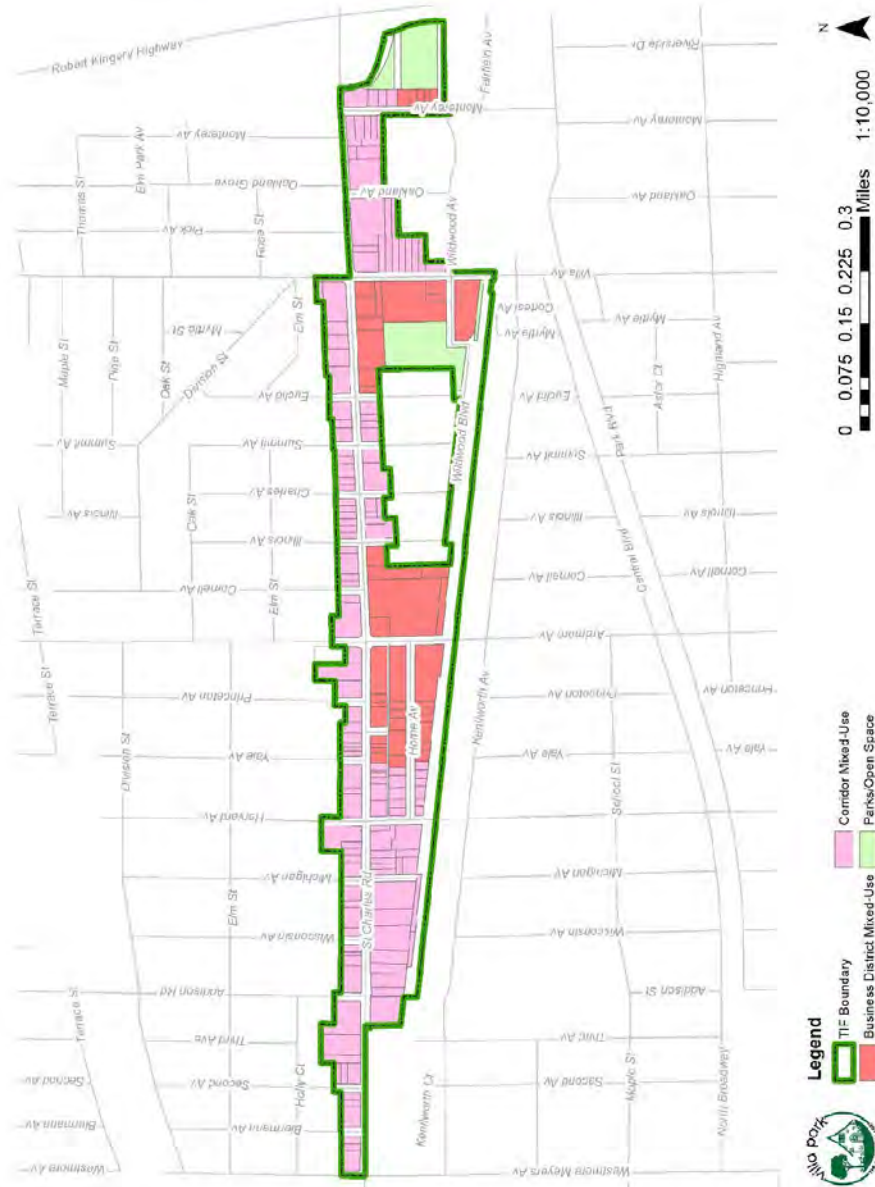


*“Undertake targeted, sustainable redevelopment to rejuvenate areas of decline and disinvestment.”
 (page 48)*

“Work with developers to overcome the obstacles that often face redevelopment projects, such as the consolidation of parcels and the often-higher development costs.” (Page 75)

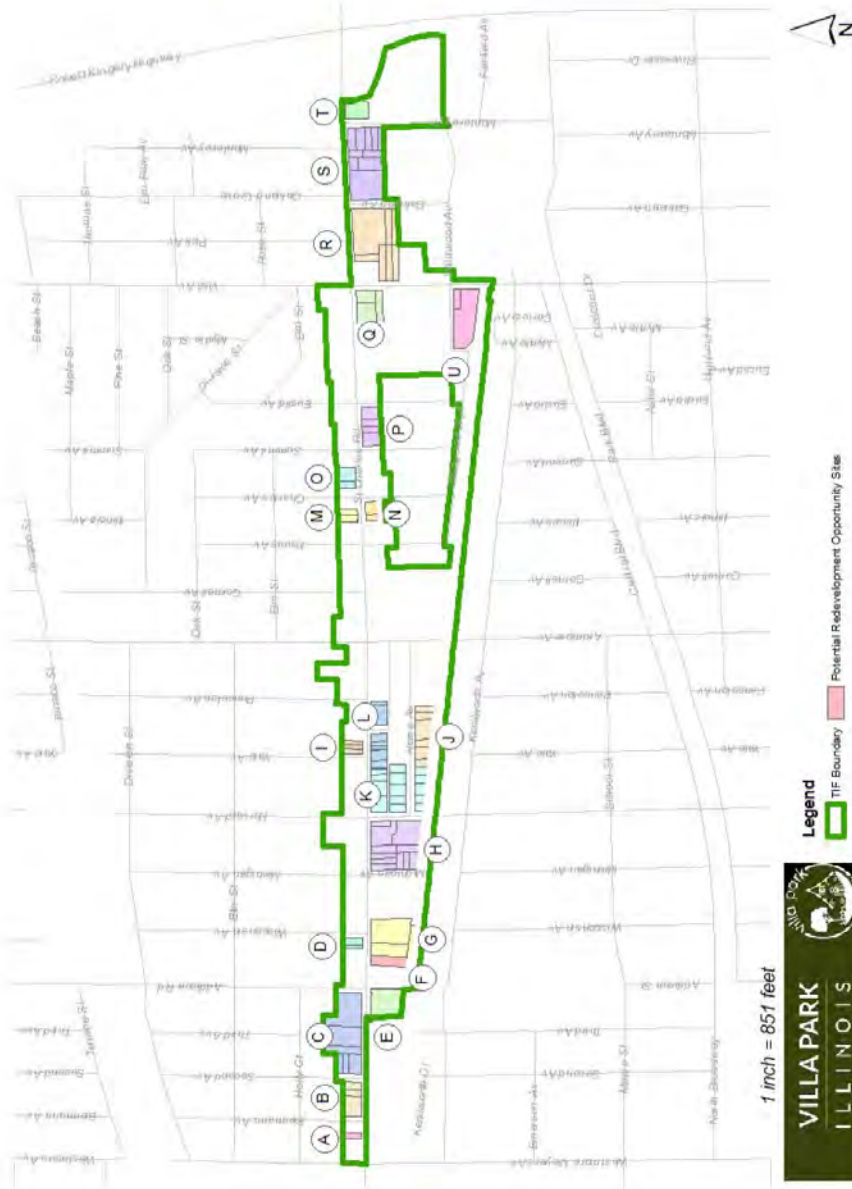
“Support redevelopment, including financial partnerships, and reinvestment except for parcels identified for preservation by the Village. Although aging buildings like many of those lining St. Charles Road are unattractive, they have rental rates that match their low investment, making them acceptable elements of a real estate redevelopment portfolio. Property owners are reluctant to redevelop due to the high investment and uncertainty of tenanting. Village partnerships that aid property assembly, identify tenants, and insure compatible neighboring uses can reduce that risk and thereby cause redevelopment to happen.” (Page 84)

EXHIBIT D – FUTURE LAND USE



Source: 2009 Village of Villa Park Comprehensive Plan Update (Page 67)

EXHIBIT E – REDEVELOPMENT SITES



Future Land Use Plan

The recommended land uses, redevelopment opportunities, and public improvements of this Redevelopment Plan are consistent with the Village's comprehensive plan, zoning ordinance and other related planning documents.

The intent of the Future Land Use Plan is to provide a long-range guide for determining the uses to which the land should eventually be put, and to direct subsequent zoning decisions as redevelopment occurs within the Project Area. The designation of an existing use as a redevelopment site is not intended to suggest any immediate requirement for redevelopment. Rather, these sites are identified as a way of planning for their future redevelopment only if and when a property owner pursues a development project, or an existing business or resident vacates a property.



The Future Land Use Plan (Exhibit D) shows anticipated land uses at completion of project activities. The Project Area is anticipated to be developed as a mixed-use commercial corridor. General land use descriptions, as taken from the Village's 2009 Comprehensive Plan, include the following:

Corridor Mixed-Use

This land use category is intended for a mixture of multi-family residential, corridor commercial and institutional uses along major transportation, auto-oriented corridors. This classification encompasses the Village's main transportation corridors.

Business District Mixed-Use

This land use category is intended for a mixture of multi-family residential, business district commercial and institutional uses in a relatively compact, pedestrian-oriented activity node. This classification encompasses the Village's business districts.

Redevelopment Opportunity Sites

The Project Area contains twenty-one (21) potential redevelopment opportunity sites, as identified on (Exhibit E - Redevelopment Sites). Recommendations for these sites, including land uses, design guidelines, and conceptual site designs, are derived from the Village's 2009 Comprehensive Plan and discussions with Village staff and local developers.

Table 3 indicates the potential future opportunity sites, existing land uses, and potential future land uses. Although the first use is shown on the Future Land Use Plan described in the previous section, any land use described in Table 3 is appropriate and within the intent of this Redevelopment Plan.

The Redevelopment Plan shall serve as a guideline for the Project Area but is not intended to establish specific requirements. Adjustments may be made in response to market conditions and other key factors as long as they remain faithful to the Village's overall goals and objectives for the Project Area, and to the goals of the Village of Villa Park in general.

Table 3: Redevelopment Opportunity Sites			
Site	Approx. Area (Acres)	Existing Land Use	Future Land Use
A	0.16	Commercial	Corridor Mixed-Use
B	0.88	Commercial	Corridor Mixed-Use
C	3.48	Commercial	Corridor Mixed-Use
D	0.27	Commercial	Corridor Mixed-Use
E	1.18	Commercial	Corridor Mixed-Use
F	0.46	Commercial	Corridor Mixed-Use
G	2.09	Commercial	Corridor Mixed-Use
H	3.12	Commercial/Residential/Industrial	Corridor Mixed-Use
I	0.33	Residential	Corridor Mixed-Use
J	1.29	Industrial	Business Mixed-Use
K	2.61	Commercial, Industrial	Corridor Mixed-Use
L	1.27	Industrial	Business Mixed-Use
M	0.34	Commercial	Corridor Mixed-Use
N	0.51	Commercial	Corridor Mixed-Use
O	0.51	Commercial	Corridor Mixed-Use
P	1.02	Commercial	Corridor Mixed-Use
Q	1.63	Commercial	Business Mixed-Use
R	3.66	Commercial	Corridor Mixed-Use
S	3.37	Commercial/Residential	Corridor Mixed-Use
T	0.52	Commercial	Corridor Mixed-Use
U	1.67	Commercial	Business Mixed-Use
Total	30.37		

The Village may determine that other redevelopment opportunities, where consistent with the land use designations on the Future Land Use Plan, are within the intent of this Redevelopment Plan.

As indicated by Exhibit E, the Project Area parcels are planned primarily for commercial/mixed-use (commercial and residential). In addition to these identified opportunity sites, the Redevelopment Plan also anticipates activities to be undertaken by the public sector, which are identified in the Public Improvements section of this report (page 19).

Undertaking these commercial/mixed-use redevelopment activities will generate increased tax revenues, create associated commercial/mixed-use opportunities, upgrade public improvements such as roadways, sidewalks, etc., and provide a stimulus for additional development in surrounding areas. Through these improvements, the character and economic viability of the Project Area, and the Village of Villa Park in general, will be improved over time.

Eligible Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Redevelopment Plan and Project. As provided by the Act, other eligible project costs may include, without limitation, the following:

- < Costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services;
- < The cost of marketing sites within the Project Area to prospective businesses, developers, and investors;
- < Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- < Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
- < Costs of the construction of public works or improvements;
- < Costs of job training and retraining projects, including the cost of “welfare to work” programs implemented by businesses located within the Project Area, and costs of advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, as provided in the Act;
- < Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, and not exceeding 36 months thereafter and including reasonable reserves related thereto;

- < To the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan;
- < To the extent the Village by written agreement accepts and approves the same, an elementary, secondary, or unit school district's increased costs attributable to assisted housing units as provided in the Act;
- < Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by Federal or State law;
- < Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, as provided by the Act.

Acquisition and Clearance

In order to facilitate coordinated redevelopment and meet redevelopment objectives, it may be necessary for the Village to assemble individual properties into unified sites which can be developed in their entirety. Any clearance of existing structures will be scheduled to minimize the adverse effects of rehabilitation or clearance activities.

Land Disposition

Property which may be acquired by the Village may be assembled into appropriate redevelopment sites. These properties may be sold or leased by the Village to other public bodies or to private developers, in whole or in part. The Village may in the future modify this disposition plan in accordance with the objectives of this Redevelopment Plan and Project, without amending the Plan. Terms of conveyance may be incorporated into appropriate disposition documents or agreements and may include more specific restrictions than contained in this Redevelopment Plan or in other municipal codes and ordinances governing the use of the land.

No conveyance, lease, mortgage, disposition of land or other property, or agreement relating to the development of property will be made except upon the adoption of an ordinance by the Village.

Public Improvements

The Village of Villa Park will provide public improvements in the Project Area to stimulate development and redevelopment in a manner consistent with this Redevelopment Plan. Some public improvements may be provided in partnership with the Illinois Department of Transportation, or other governmental agencies as applicable. Public improvements may include, but are not limited to, the following:

- < Vacation, removal, resurfacing, widening, reconstruction, and other improvements to rights-of-way, streets, alleys, bridges, pedestrian ways, and pathways.
- < Development of or improvements to public open space.
- < Improvements to public utilities such as sewer and water lines, electric lines, sidewalks, curbs and gutters, storm water detention facilities. Such improvement may include relocation and/or burial of existing overhead lines.
- < Demolition and rehabilitation of obsolete structures.
- < Beautification and safety improvements, including streetscape, lighting, signage, and landscaping of public properties.



Public improvement activities which are planned as part of this Redevelopment Plan are based upon recommendations in the Village's comprehensive plan and conversations with Village staff. Specific planned improvements within the Project Area include:

Table 4: Public Improvements

Project Name	Estimated Cost
Ardmore Avenue Improvement Project (Madison to St Charles)	\$1,690,000
Ardmore Avenue Improvement Project (St Charles to IL 64)	\$650,000
Monterey Avenue Improvement Project (Wildwood to St Charles)	\$1,320,000
Rotary Park Stormwater Improvement Project	\$3,850,000
St Charles Road Improvement Project (Westmore to Salt Creek)	\$15,860,000
Villa Avenue Improvement Project (Wildwood to IL 64)	\$1,500,000
Westmore Avenue Improvement Project (St Charles to UP)	\$130,000
TOTAL	\$25,000,000



The costs associated with the public improvements described in this Redevelopment Plan may be shared by the Village of Villa Park, other governmental agencies, and individual developers and property owners, pursuant to an agreement between the parties. The Village may determine in the future to add new improvements which are consistent with the objectives of this Redevelopment Plan. Such additions shall not require plan amendment provided they are for eligible public improvements and will not require an increase to the total estimated project costs in Table 4.

Phasing of Project

Redevelopment projects anticipated in this Plan may commence immediately. Most of the development and redevelopment projects are anticipated to be completed within twenty (20) years. The Village may undertake additional public improvements or development projects as appropriate throughout the life of the Redevelopment Plan and Project.

Estimated Project Costs

Estimated public project costs are listed in Table 4. These costs are based on 2023 dollars and are therefore subject to inflation. Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of the Redevelopment Plan adoption, are subject to amendment procedures as provided under the Act.

<i>Table 5: Estimated Redevelopment Project Costs</i>	
Category	Cost
Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation	\$25,000,000
Environmental, market and planning studies, surveys, development of engineering and architectural plans, specifications, implementation and administration fees	\$5,000,000
Rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings and fixtures	\$13,500,000
Construction or improvement of public improvements (1)	\$25,000,000
Job training/retraining and relocation costs	\$500,000
Developer Interest Costs, taxing districts eligible reimbursement and capital costs	\$1,000,000
Total Estimated Project Costs (2) (3)	\$70,000,000

- (1) *Public improvements may also include capital costs of taxing districts and other costs allowable under the Act. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the Village or other public entities. As provided in the Act, Redevelopment Project Costs may include, to the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.*
- (2) *Actual costs for each category identified above may vary provided that the total estimated project costs may not be exceeded by more than 5%, after adjustment for inflation, without amendment to this Redevelopment Plan.*
- (3) *This table does not include costs associated with the issuance of municipal obligations, capitalized interest, reimbursement for a portion of privately issued obligations, financing costs during construction (not to exceed 36 months), or other eligible project costs. Such additional costs may or may not be incurred and cannot be estimated at this time.*



Sources of Funds

The Act provides a way for municipalities to finance public redevelopment costs with incremental real estate tax revenues. Incremental tax revenue is derived from the increase in the current equalized assessed valuation (EAV) of real property within the Project Area over and above the certified initial EAV of the real property. Any increase in EAV is then multiplied by the current tax rate, resulting in the tax increment revenue.

Funds necessary to pay redevelopment project costs may be derived from a number of authorized sources. These may include, but are not limited to, the following:

- < Real property tax increment revenues from the Project Area;
- < Tax revenues resulting from the establishment of any Special Service Area (SSA) districts within the Project Area;
- < Interest earned on temporary investments;
- < Gifts, grants, and contributions;
- < Sale or lease of land proceeds;
- < User fees;
- < Transfer from a contiguous redevelopment project area created under the Act.

The principal source of funds to undertake redevelopment activities will be the incremental increase in real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the Project Area over the initial equalized assessed value of each such lot, block, tract or parcel. There may also be other eligible local sources of revenue, such as the sale or lease of Village owned property, that the Village determines are appropriate to allocate to the payment of redevelopment project costs.

The Village may utilize net incremental property taxes received from the Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs with the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in the Plan.

Nature and Term of Obligations to be Issued

The financial plan of this Redevelopment Plan is intended to establish a conservative public expenditure approach. Revenues will be accumulated in the special tax allocation fund to pay for public purpose expenditures identified in this Redevelopment Plan, and whenever practical, expenditures will be made on a cash basis. This method of financing shall not preclude the Village from undertaking initiatives designed to stimulate appropriate private investment within the Project Area.

Certain redevelopment projects may be of such a scale or on such a timetable as to preclude financing on a cash basis. These projects may be funded by the use of tax increment revenue obligations issued pursuant to the Act for a term not to exceed twenty (20) years. Consistent with the conservative nature of the financial plan for this Redevelopment Area, the highest priority for the issuance of tax increment revenue obligations shall occur when the commitment is in place for private sector investment necessary to fund the amortization of such obligations.

All obligations are to be covered after issuance by projected and actual tax increment revenues and by such debt service reserved and sinking funds as may be provided by ordinance. Revenues not required for the retirement of obligations providing for reserves, sinking funds, and anticipated redevelopment project costs may be declared surplus and become available for distribution annually to the taxing districts within the Project Area.

One or more issues of obligations may be sold at one or more times in order to implement this plan, as now or hereafter amended, in accordance with law.

The Village may, by ordinance, in addition to obligations secured by the special tax allocation fund provided by law, pledge for a period not greater than the term of the obligations any part or any combination of the following:

- < Net revenues of all or part of a Redevelopment Project,
- < Taxes levied and collected on any or all property in the municipality.
- < The full faith and credit of the municipality.
- < A mortgage on part or all of a Redevelopment Project.
- < Any other taxes or anticipated receipts that the municipality may lawfully pledge.

Initial Equalized Assessed Valuation

Table 5 lists the equalized assessed valuation of properties in the Project Area. The total 2022 equalized assessed valuation of the Project Area is \$25,775,160.

Table 6: Project Area Equalized Assessed Valuation (2022)

0603312032	\$98,040	0604323013	\$80,520	0609200005	\$85,730
0603312036	\$514,450	0604323016	\$100,400	0609200006	\$395,780
0603313019	\$74,360	0604323028	\$404,150	0609200007	\$185,390
0603313020	\$0	0604323030	\$178,190	0609200016	\$609,700
0603313022	\$24,440	0604323031	\$257,030	0609200017	\$45,490
0603313023	\$206,460	0604410038	\$11,690	0609200019	\$19,960
0603313024	\$0	0604410039	\$82,750	0609200023	\$201,870
0603314019	\$101,570	0604410042	\$64,840	0609200024	\$280,570
0603314020	\$97,190	0604410043	\$361,510	0609200025	\$300,480
0603314021	\$96,580	0604411032	\$123,100	0609201001	\$103,960
0603314023	\$23,120	0604411035	\$128,480	0609201002	\$82,920
0603314024	\$209,100	0604411036	\$70,430	0609201003	\$95,340
0603314025	\$155,390	0604411039	\$196,270	0609201005	\$50,190
0603315019	\$124,310	0604411043	\$205,200	0609201006	\$67,680
0603315020	\$111,380	0604412032	\$80,300	0609201007	\$24,060
0603315023	\$147,110	0604412033	\$23,390	0609201008	\$28,520
0603315024	\$145,070	0604412034	\$119,160	0609201010	\$159,810
0603315025	\$131,900	0604412036	\$165,790	0609201011	\$97,590
0603321021	\$300,470	0604412037	\$0	0609201012	\$311,250
0603321022	\$81,820	0604413035	\$188,890	0609201013	\$230,630
0603321045	\$186,790	0604413036	\$96,860	0609202002	\$184,570
0603323020	\$0	0604413042	\$198,580	0609202003	\$19,500
0603323023	\$94,760	0604413043	\$119,770	0609202004	\$128,490
0603323028	\$188,160	0604413052	\$161,120	0609202012	\$67,280
0603323029	\$157,540	0604414021	\$87,710	0609202013	\$110,440
0603323044	\$165,030	0604414022	\$34,890	0609202017	\$78,980
0603323046	\$131,060	0604414023	\$34,890	0609202018	\$85,870
0603323048	\$0	0604414024	\$154,820	0609202019	\$158,750
0604321016	\$43,690	0604414025	\$142,690	0609202021	\$3,450
0604321017	\$196,820	0604414040	\$156,330	0609202028	\$1,940
0604321018	\$296,320	0604415015	\$0	0609202029	\$11,690
0604322017	\$25,210	0604415030	\$0	0609202030	\$11,690
0604322020	\$23,110	0604415031	\$112,760	0609202031	\$93,610
0604322021	\$182,180	0609102030	\$500,490	0609202032	\$158,750
0604323012	\$85,280	0609102031	\$3,130	0609202033	\$69,040

Table 5: Project Area Equalized Assessed Valuation (2022)

0609202035	\$0	0610102001	\$258,630	0610200032	\$317,180
0609202036	\$93,330	0610102002	\$220,550	0610201001	\$567,000
0609202037	\$169,060	0610102012	\$45,680	0610201003	\$17,160
0609203001	\$106,650	0610103001	\$94,000	0610201004	\$25,530
0609203002	\$11,820	0610103002	\$89,510	0610201011	\$102,400
0609203003	\$107,770	0610103003	\$23,390	0610201012	\$110,390
0609203008	\$0	0610103029	\$162,990	0610201013	\$27,500
0609203009	\$69,270	0610104001	\$23,390	0610201014	\$25,310
0609203010	\$0	0610104002	\$251,860	0610201015	\$25,310
0609203011	\$0	0610104014	\$0	0610201033	\$113,890
0609203013	\$382,130	0610104017	\$0	0610201034	\$62,650
0609204001	\$77,100	0610104025	\$618,650	0610203003	\$169,310
0609204009	\$75,370	0610105002	\$62,350	0610205002	\$70,690
0609204010	\$94,760	0610105004	\$252,560	0610205009	\$0
0609204014	\$103,320	0610105005	\$38,980	0610205010	\$90,370
0609204017	\$96,170	0610105006	\$1,176,950	0610205012	\$83,810
0609204018	\$0	0610105010	\$70,170	0610206002	\$46,250
0609204020	\$83,020	0610105011	\$23,390	0610206003	\$63,780
0609204021	\$86,960	0610105012	\$207,280	0610206004	\$11,520
0609204022	\$126,490	0610106001	\$97,410	0610206005	\$0
0609204026	\$121,840	0610106002	\$188,990	0610206006	\$0
0609204027	\$0	0610106004	\$33,860	0610206039	\$0
0609204028	\$217,100	0610107084	\$0	Total	\$25,775,160
0609204029	\$90,330	0610200003	\$96,960		
0609206027	\$0	0610200004	\$420,740		
0610100003	\$0	0610200005	\$43,090		
0610100004	\$17,750	0610200006	\$43,090		
0610100005	\$66,080	0610200007	\$176,570		
0610100018	\$500,210	0610200008	\$344,500		
0610100019	\$1,496,290	0610200009	\$43,090		
0610100020	\$145,490	0610200010	\$0		
0610101003	\$98,440	0610200011	\$0		
0610101014	\$14,040	0610200012	\$43,090		
0610101015	\$194,860	0610200013	\$43,090		
0610101026	\$211,120	0610200031	\$167,720		

Anticipated Equalized Assessed Valuation

Upon the completion of anticipated redevelopment projects, it is estimated that the equalized assessed valuation of real property within the Project Area will be approximately \$87 million (an increase of over 240%). This figure is based upon estimates of value for the anticipated rehabilitation and redevelopment projects described in this report.

Payment in Lieu of Taxes

No payments in lieu of taxes are anticipated as part of the Redevelopment Plan and Project.

Provision for Amending the Redevelopment Plan and Project

The Redevelopment Plan and Project may be amended pursuant to provisions of the Act.



FINANCIAL IMPACT OF REDEVELOPMENT

Without the adoption of the Redevelopment Plan and Project, development and redevelopment projects within the Project Area are not reasonably expected to be undertaken by private enterprise. In the absence of Village-sponsored redevelopment, blighting factors will continue to exist, and the Project Area on the whole, as well as adjacent properties, will become less attractive for future development.

Implementation of the Redevelopment Plan and Project is expected to have significant short and long term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short term, the Village's effective use of tax increment financing can be expected to arrest the ongoing decline of existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long term, after the completion of all redevelopment improvements and activities, and the payment of all redevelopment project costs and municipal obligations, the taxing districts will benefit from the enhanced tax base which results from the increase in equalized assessed valuation caused by the Redevelopment Plan and Project.

The following taxing districts cover the proposed Project Area:

1. Village of Villa Park
2. Villa Park Library District
3. Elementary School District 45
4. High School District 88
5. Community College District 502
6. DuPage County / Forest Preserve
7. York Township / Road and Bridge
8. DuPage Airport Authority

This Redevelopment Plan contemplates redevelopment of specific opportunity sites with new commercial/mixed-use development. Given the small size of the Project Area (123 acres), and the primarily commercial nature of anticipated future redevelopment within the Project Area, impact on individual taxing districts, and taxing districts in general, will be minimal (although dependent upon the exact nature of the future mixed-use redevelopment).

Impact on Village of Villa Park

The Village of Villa Park provides a variety of services, including police and fire protection, snow removal, road maintenance, water service, and building and zoning services. The replacement of undeveloped property with new mixed-use development will have a minimal impact on demand for the services and programs provided by the Village. As provided in the Act, a portion of Redevelopment Project Costs may be allocated toward capital costs incurred by the Village which are made necessary by development as described in this Redevelopment Plan. The public improvements section of this plan highlights some of these anticipated capital costs.

Impact on Villa Park Library District

The Villa Park public library is located at 305 S. Ardmore. The replacement of undeveloped property with new mixed-use development may generate additional demand for the services provided by the library. If new residential development is incentivized through the TIF, the Act defines a clear formula for repayment of fees to the library district for any documented increased demand for services directly generated by TIF supported projects.

Impact on Elementary School District #45

The Villa Park school district provides K-12 education for more than 3,400 children in Villa Park, Lombard, Oakbrook Terrace, and Elmhurst. The replacement of undeveloped property with new mixed-use development will have minimal impact on demand for the services and programs provided by the school district. If new residential development is incentivized through the TIF, the Act defines a clear formula for repayment of fees to the school district for any documented increased demand for services directly generated by TIF supported projects.

Impact on High School District #88

DuPage High School District 88 serves residents of Addison, Villa Park, Oakbrook Terrace, and Lombard. The replacement of undeveloped property with new mixed-use development will have a minimal impact on demand for the services and programs provided by the district. If new residential development is incentivized through the TIF, the Act defines a clear formula for repayment of fees to the school district for any documented increased demand for services directly generated by TIF supported projects.

Impact on Community College District #502

College of DuPage is located in Glen Ellyn and serves residents of the western suburbs. The replacement of undeveloped property with new mixed-use development will have a minimal impact on demand for the services and programs provided by the college. Any potential impact is anticipated to be minimal.

Impact on DuPage County / DuPage County Forest Preserve

DuPage County provides a variety of services, including the County Court system, health services and maintenance of open space and recreational activities. The replacement of undeveloped property with new mixed-use development will have no impact on demand for the services and programs provided by the County. Due to the small size of the Project Area (123 acres) in relation to the County at large, services provided to residents and employees should not be affected, and any impact is anticipated to be minimal.

Impact on York Township

York Township provides a variety of services, including road maintenance and property assessments. However, no roads within the Project Area are maintained by the Township. The replacement of undeveloped property with new mixed-use development will have no impact on the demand for services and programs provided by the Township.

Impact on DuPage Airport Authority

The DuPage Airport Authority operates the DuPage Airport in West Chicago. The replacement of undeveloped property with new mixed-use development will have no impact on the demand for the services provided by the Airport Authority.



FINDINGS OF NEED FOR TAX INCREMENT FINANCING

Based on the findings of this Redevelopment Plan and Project, the Village President and the Village Board of Villa Park, Illinois, adopt the following findings pursuant to **Section 11-74.4-3(n)** of the Act.

Project Area Not Subject to Growth

The Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of this Redevelopment Plan. Substantial evidence supports this conclusion.

First, the Village finds that the Project Area on the whole has not been subject to growth and redevelopment through investment by private enterprise, based on the following evidence as outlined in the Eligibility Findings Report in Appendix A:

A majority of structures in excess of thirty-five (35) years in age and meeting a minimum of three (3) eligibility criteria. The following eligibility criteria apply:

1. Deterioration;
2. Code Violations;
3. Deleterious Land Use or Layout; and
4. Decline in Equalized Assessed Value.

In addition, the following eligibility factors are present within the Project Area to a lesser degree or in isolated locations, but not to a significant extent to be considered as a major qualifying factor:

5. Obsolescence;
6. Excessive Vacancies; and
7. Lack of Community Planning.

Secondly, the Village finds that the Project Area would not reasonably be anticipated to be developed without adoption of this Redevelopment Plan, as a result of the following:

1. Proposed redevelopment sites indicate a financial gap without public resources, grants or other incentives to promote redevelopment;
2. The need for public – private partnerships to support future redevelopment; and
3. The need for future infrastructure improvements to support future redevelopment.

Therefore, the Village of Villa Park finds that the Project Area is not subject to appropriate growth and development and is not anticipated to be developed without adoption of this Redevelopment Plan.



Conformance with Comprehensive Plan

This Redevelopment Plan conforms to and is based upon the recommendations of the Villa Park Comprehensive Plan (2009), including the goals and objectives therein, as well as future land uses and redevelopment activities.

Date of Completion

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the municipal treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this Project Area is passed.

TAX INCREMENT FINANCING ELIGIBILITY REPORT

*St. Charles Road Commercial Corridor
Redevelopment Project Area*



February 2024

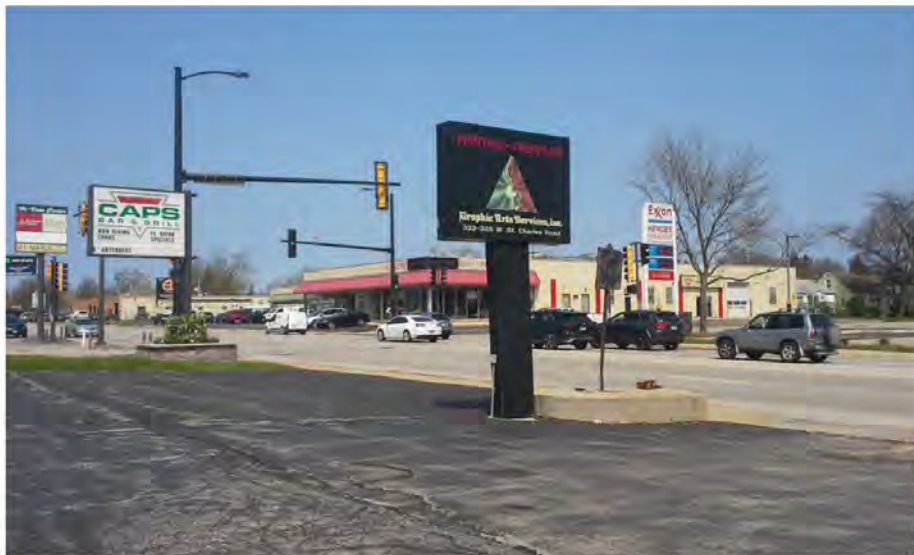
Prepared By:
Teska Associates, Inc.



INTRODUCTION

The St. Charles Road Commercial Corridor Redevelopment Project Area (*the "Project Area"*) is centrally located within the Village of Villa Park (*the "Village"*), primarily including properties fronting on St. Charles Road from roughly Westmore Avenue at the west to Monterey Avenue at the east. The Project Area is primarily commercial in nature, encompassing a major regional thoroughfare and a primary commercial corridor in the Village.

With the recognized goals of conserving the taxable value of land and buildings and protecting the character and the stability of this commercial corridor within the Village of Villa Park, the Village has retained Teska Associates, Inc. to evaluate the Project Area in order to determine if it is eligible for designation as a Tax Increment Financing ("TIF") district. If determined to be TIF eligible, the Project Area can attract redevelopment by eliminating the conditions that inhibit private investment, weaken the Village's tax base, affect the safety of community residents, and hinder the Village's ability to promote a cohesive development of compatible land uses. Public improvements may be constructed, and incentives provided, to encourage the type of private investment that will allow the Village to achieve its goals for the Project Area.



TAX INCREMENT FINANCING

Tax increment financing is permitted in Illinois under the "Tax Increment Allocation Redevelopment Act" (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes as amended (hereinafter the "Act"). This financing mechanism is only applicable in areas that meet certain specifications outlined in the Act.

The Tax Increment Allocation Redevelopment Act, as amended, stipulates specific procedures, which must be adhered to in designating a Redevelopment Project Area, as well as amendments thereto. The following terms referenced in this Eligibility Report are defined in the Act as follows:

A "**Redevelopment Project Area**" is defined as:

"...an area designated by the municipality, which is not less in the aggregate than 1 ½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas."

A "**Blighted Area**" is defined as:

"...any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where:

- 1. If improved, industrial, commercial, and residential buildings or improvements are detrimental to the public safety, health, or welfare because of a combination of 5 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonable distributed throughout the improved part of the redevelopment project area:*
 - A. Dilapidation. An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.*
 - B. Obsolescence. The condition or process of falling into disuse. Structures have become ill-suited for the original use.*
 - C. Deterioration. With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.*
 - D. Presence of structures below minimum code standards. All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.*

- E. *Illegal use of individual structures.* The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- F. *Excessive vacancies.* The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- G. *Lack of ventilation, light, or sanitary facilities.* The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- H. *Inadequate utilities.* Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.
- I. *Excessive land coverage and overcrowding of structures and community facilities.* The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.
- J. *Deleterious land use or layout.* The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
- K. *Environmental clean-up.* The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

- L. *Lack of community planning.* The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.
 - M. *The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.*
2. *If vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:*
- A. *Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.*
 - B. *Diversity of ownership of parcels of vacant land sufficient in number to retard or impede the ability to assemble the land for development.*
 - C. *Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.*
 - D. *Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.*
 - E. *The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.*

- F. The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.
3. If vacant, the sound growth of the redevelopment project area is impaired by one of the following factors that (i) is present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) is reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:
- A. The area consists of one or more unused quarries, mines, or strip mine ponds.
 - B. The area consists of unused rail yards, rail tracks, or railroad rights-of-way.
 - C. The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.
 - D. The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites. Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection, the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.
 - E. The area qualified as a blighted improved area immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

A “Conservation Area” is defined as:

“...any improved area within the boundaries of a redevelopment project area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of 3 or more of the following factors: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light, or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; environmental remediation costs impede development; decline or minimal marginal increase in equalized assessed valuation; is detrimental to the public safety, health, morals, or welfare and such an area may become a blighted area:

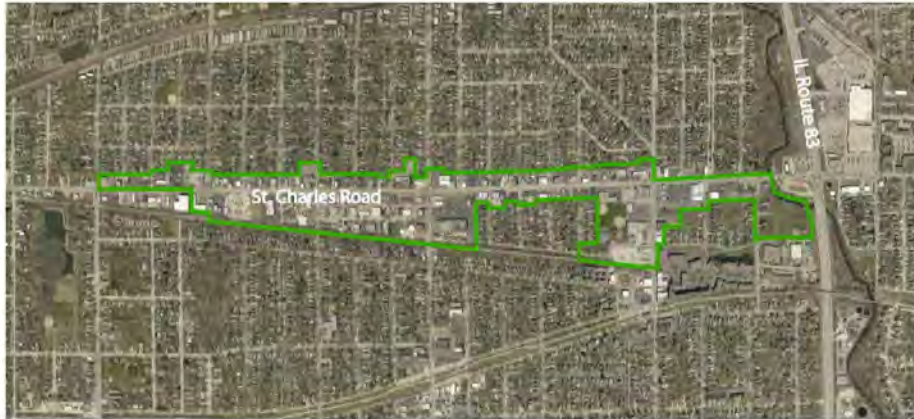
- A. *Dilapidation.* An advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.
- B. *Obsolescence.* The condition or process of falling into disuse. Structures have become ill-suited for the original use.
- C. *Deterioration.* With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.
- D. *Presence of structures below minimum code standards.* All structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.
- E. *Illegal use of individual structures.* The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.
- F. *Excessive vacancies.* The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.
- G. *Lack of ventilation, light, or sanitary facilities.* The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.
- H. *Inadequate utilities.* Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.
- I. *Excessive land coverage and overcrowding of structures and community facilities.* The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

- J. *Deleterious land use or layout.* The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.
- K. *Environmental clean-up.* The proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
- L. *Lack of community planning.* The proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.
- M. *The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.*



DESCRIPTION OF THE PROJECT AREA

The Project Area includes properties generally located on St. Charles Road, from approximately Westmore Avenue at the west to Monterey Avenue at the east. Land uses within the Project area are mixed, primarily including commercial uses, with limited areas of industrial, municipal and residential uses as well. The Project Area contains one-hundred and sixty-five (165) structures on one-hundred and ninety-seven (197) parcels, totaling approximately one-hundred and twenty-three (123) acres in area (or 107 acres excluding rights-of-way), more or less.



Aerial Location Map

Legend

- TIF Boundary
- TIF Parcels

Scale: 0 0.075 0.15 0.225 0.3 Miles

North Arrow

Map of the City of Madison, Wisconsin, showing the TIF Boundary and TIF Parcels. The map includes a legend, scale bar, and north arrow. The TIF Boundary is outlined in green, and the TIF Parcels are shaded in light green. The map shows various streets including Wisconsin Ave, Madison Ave, and others.

PROJECT AREA PARCELS

0603312032	0604321018	0604414022	0609202002	0609204017	0610104017	0610201012
0603312036	0604322017	0604414023	0609202003	0609204018	0610104025	0610201013
0603313019	0604322020	0604414024	0609202004	0609204020	0610105002	0610201014
0603313020	0604322021	0604414025	0609202012	0609204021	0610105004	0610201015
0603313022	0604323012	0604414040	0609202013	0609204022	0610105005	0610201033
0603313023	0604323013	0604415015	0609202017	0609204026	0610105006	0610201034
0603313024	0604323016	0604415030	0609202018	0609204027	0610105010	0610203003
0603314019	0604323028	0604415031	0609202019	0609204028	0610105011	0610205002
0603314020	0604323030	0609102030	0609202021	0609204029	0610105012	0610205009
0603314021	0604323031	0609102031	0609202028	0609206027	0610106001	0610205010
0603314023	0604410038	0609200005	0609202029	0610100003	0610106002	0610205012
0603314024	0604410039	0609200006	0609202030	0610100004	0610106004	0610206002
0603314025	0604410042	0609200007	0609202031	0610100005	0610107084	0610206003
0603315019	0604410043	0609200016	0609202032	0610100018	0610200003	0610206004
0603315020	0604411032	0609200017	0609202033	0610100019	0610200004	0610206005
0603315023	0604411035	0609200019	0609202035	0610100020	0610200005	0610206006
0603315024	0604411036	0609200023	0609202036	0610101003	0610200006	0610206039
0603315025	0604411039	0609200024	0609202037	0610101014	0610200007	Total: 196
0603321021	0604411043	0609200025	0609203001	0610101015	0610200008	
0603321022	0604412032	0609201001	0609203002	0610101026	0610200009	
0603321045	0604412033	0609201002	0609203003	0610102001	0610200010	
0603323020	0604412034	0609201003	0609203008	0610102002	0610200011	
0603323023	0604412036	0609201005	0609203009	0610102012	0610200012	
0603323028	0604412037	0609201006	0609203010	0610103001	0610200013	
0603323029	0604413035	0609201007	0609203011	0610103002	0610200031	
0603323044	0604413036	0609201008	0609203013	0610103003	0610200032	
0603323046	0604413042	0609201010	0609204001	0610103029	0610201001	
0603323048	0604413043	0609201011	0609204009	0610104001	0610201003	
0604321016	0604413052	0609201012	0609204010	0610104002	0610201004	
0604321017	0604414021	0609201013	0609204014	0610104014	0610201011	

STATEMENT OF DESIGNATION

Determination of eligibility of the Project Area for Tax Increment Financing is based on a comparison of data gathered through field observation by Teska Associates, Inc. (TESKA), document and archival research, and information provided by the Village of Villa Park and DuPage County, against the eligibility criteria set forth in the Act.



TESKA has determined that the proposed Project Area is eligible for designation as a 'conservation area' based on a majority of structures in excess of thirty-five (35) years in age, and meeting a minimum of three (3) eligibility criteria. The following eligibility criteria apply:

1. Deterioration;
2. Code Violations;
3. Deleterious Land Use or Layout; and
4. Decline in Equalized Assessed Value.

In addition, the following eligibility factors are present within the Project Area to a lesser degree or in isolated locations, but not to a significant extent to be considered as a major qualifying factor:

1. Obsolescence;
2. Excessive Vacancies; and
3. Lack of Community Planning.

ELIGIBILITY FINDINGS

TESKA conducted a field survey of property within the Study Area in May 2022 and again in June 2023. Based on an inspection of the grounds, field notes were taken to record the condition of property within the Study Area. Field observations were further supplemented with information provided by Village Staff, Township, and County officials, and data publicly available on the internet.

Age of Buildings

The characteristic of age presumes the existence of problems or limiting conditions resulting from the normal and continuous use of structures and exposure to the elements over an extended period of time. As a general rule, older buildings typically exhibit more problems than buildings constructed in more recent years because of longer periods of active use (wear and tear) and the impact of time, temperature and moisture. Additionally, older buildings tend not to be well suited for modern use due to contemporary space and development standards.



There are a total of one-hundred and sixty-five (165) structures located within the Project Area, including principal buildings as well as smaller accessory structures such as sheds and garages. Definitive building construction dates for individual structures are difficult to precisely determine. However, research into the history of the area, and general observations of building construction materials and methods, indicate that a majority of structures were constructed prior to 1988 (35 years). Individual building ages were confirmed, where possible, by online real estate and property tax records.

Number	Over 35 Years	Percent (%)	Under 35 Years	Percent (%)
165	137	83%	28	17%

Estimated Building Ages

Due to this finding, the definition of 'conservation area' may be utilized in this Eligibility Report for evaluation of eligibility, therefore requiring 'age of buildings' plus three (3) additional eligibility criteria for TIF designation. The definition of 'blighted area' may also be used if five (5) or more eligibility criteria are present.



Dilapidation

Dilapidation refers to an advanced state of disrepair of buildings or improvements or the neglect of necessary repairs, causing the building or improvement to fall into a state of decay. At a minimum, dilapidated buildings should include those with critical defects in primary structural components (roof, bearing walls, floor structure, and foundation), building systems (heating, ventilation, lighting, and plumbing), and secondary structural components in such combination and extent that (i) major repair is required or, (ii) the defects are so serious and so extensive that the buildings must be removed.

None of the buildings within the Project Area exhibit this level of extreme disrepair. Therefore, dilapidation is not a contributing factor towards designation of the Project Area as a 'conservation area.'

Obsolescence

Structures are typically built for specific uses or purposes with the design, location, height and space intended for a specific occupancy at a given time. Buildings are obsolete when they contain characteristics or deficiencies, which limit the reuse and marketability of such buildings. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor or outdated design or layout, improper orientation of building on site, etc., which detracts from the overall usefulness or desirability of a property. Obsolescence in such buildings is typically difficult and expensive to correct. Generally, *functional* obsolescence relates to the physical utility of a property or structure, and *economic* obsolescence relates to the ability of a property or building to compete in the marketplace.

The Project Area contains a mixture of land uses, including residential, commercial, industrial and governmental uses. As previously detailed in this report, a majority of these structures are over 35 years in age. This has resulted in building and site deterioration from time and weather and general lack of maintenance in some instances.

The nature of the Project Area has changed over time, with older residential buildings transitioning to commercial uses throughout the years. A number of older commercial buildings are not suitable for modern commercial use, and have therefore become vacant. These structures lack modern amenities and are not configured properly as to parking and circulation, and will likely need to be removed as rehabilitation is unfeasible.

Obsolescence, both functional and economic, is present to a limited degree within the Project Area. However, instances of obsolescence are isolated and not evenly distributed throughout the Project Area. Therefore, obsolescence is not a significant contributing factor towards designation of the Project Area as a 'conservation area.'



Deterioration

Buildings in a state of deterioration exhibit defects, which are not easily correctable in the course of normal maintenance. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (e.g., doors, windows, porches, gutters and downspouts, fascia materials, etc.), and major defects in primary building components (e.g., foundations, frames, roofs, etc.), respectively.



The Project Area exhibits extensive deterioration of both buildings and surface improvements, and such deterioration is widely distributed throughout the extent of the Project Area. Examples of building deterioration include cracks in masonry walls and foundations, broken windows and doors, deteriorating roofs, and damaged gutters and downspouts. Deterioration of surface improvements includes issues such as deteriorating roadways and parking areas, including cracks and potholes, cracks in sidewalks, damaged fences, damaged signage and damaged lighting fixtures. Building deterioration is widespread and distributed throughout the entirety of the Project Area, including primary as well as accessory structures. Site deterioration is widespread and distributed throughout the entirety of the Project Area, including all developed parcels except for the newest construction.

Therefore, deterioration of both buildings and site improvements is present and widely distributed throughout the Project Area, and is a significant contributing factor towards designation of the Project Area as a 'conservation area.'

Building and Site Deterioration













Illegal Use of Structures

This factor applies to the use of structures in violation of applicable national, state, or local laws, and not to legal, nonconforming uses. Examples of illegal uses may include, but not be limited to the following:

- Illegal home occupations;
- Conduct of any illegal vice activities such as gambling, drug manufacture or dealing, prostitution, sale and/or consumption of alcohol by minors;
- Uses not in conformance with local zoning codes and not previously grandfathered in as legal nonconforming uses;
- Uses in violation of national, state or local environmental and occupational safety and health regulations;
- Uses involving manufacture, sale, storage or use of dangerous explosives and firearms.

There is no evidence of illegal use of structures within the Project Area. Therefore, illegal use of structures is not a contributing factor towards designation of the Project Area as a 'conservation area.'

Presence of Structures Below Minimum Code Standards

Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from this type of occupancy, to be safe for occupancy against fire and similar hazards, and/or establish minimum standards essential for safe and sanitary habitation. Structures below minimum code are characterized by defects or deficiencies, which presume to threaten health and safety.

Over the previous five years, a number of code violations have been issued on properties within the Project Area. A total of seventy (70) out of one-hundred and ninety-six (196) parcels have been in violation during that time period (36%). Code violations range in severity from minor property maintenance issues to more severe violations including issues related to fencing, signage, lighting/glare, roofs, doors, exterior walls, foundation walls, drainage, outdoor storage, driveways/sidewalks, lack of permits, gutters, and ADA requirements.

Therefore, presence of structures below minimum code standards is a contributing factor towards designation of the Project Area as a 'conservation area.'

Excessive Vacancies

Establishing the presence of this factor requires the identification, documentation, and mapping of the presence of vacant buildings and vacant portions of buildings. Excessive vacancy refers to the presence of buildings which are unoccupied or underutilized and which represent an adverse influence on the area because of the frequency, extent, or duration of such vacancies. It includes properties which evidence no apparent effort directed toward their occupancy or utilization and vacancies within buildings.

There are a number of vacant buildings within the Project Area, but these vacancies are isolated and not widely and evenly distributed throughout the entirety of the Project Area. Therefore, vacancies are present but not to a significant degree to be a contributing factor towards designation of the Project Area as a 'conservation area.'



Lack of Ventilation, Light, or Sanitary Facilities

Many older structures fail to provide adequate ventilation, light or sanitary facilities as required by local building or housing codes. This is also a characteristic often found in illegal or improper building conversions. The criteria used for determining the presence of this factor can be found in local codes and ordinances, or in locally adopted national codes such as the Uniform Building Code, International Code Council (ICC), and the Model Housing Code of the American Public Health Association (APHA). Lack of ventilation, light, or sanitary facilities is presumed to adversely affect the health and building occupants, e.g., residents, employees, or visitors.

Lack of ventilation, light or sanitary conditions is not a contributing factor towards designation of the Project Area as a 'conservation area.'



Inadequate Utilities

This factor relates to all underground and overhead utilities, including, but not limited to, storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electric service, which may be shown to be inadequate. Inadequate utilities would include those which are (i) of insufficient capacity to serve the uses in the redevelopment project and surrounding areas, (ii) deteriorated, antiquated, obsolete, or in disrepair or are lacking.

Inadequate utilities is not a contributing factor towards designation of the Project Area as 'conservation area.'

Excessive Land Coverage and Overcrowding of Structures and Community Facilities

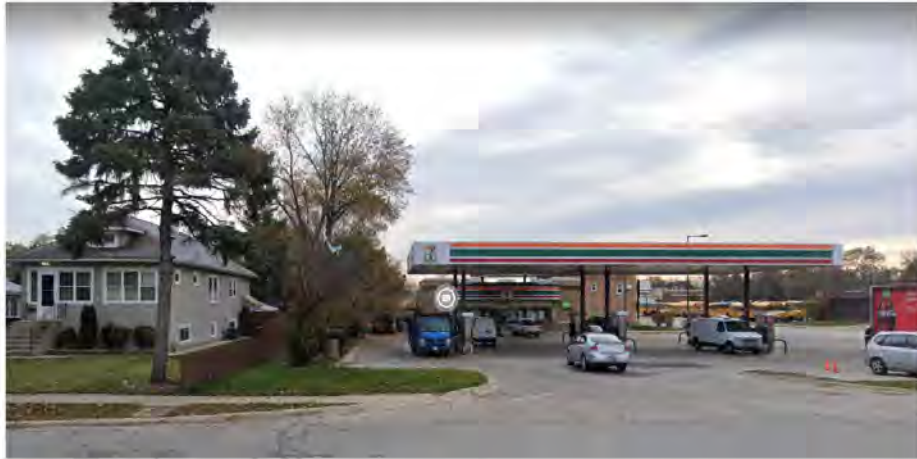
This factor may be documented by showing all instances where building coverage is excessive. Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and multiple buildings on a single parcel. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to close proximity to nearby buildings, lack of adequate or proper access to a public right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Excessive land coverage conditions are presumed to have an adverse or blighting effect on nearby development. This characteristic is viewed relative to its urban context, common practice, and contemporary development standards.

Excessive land coverage and overcrowding of structures is not a contributing factor towards designation of the Project Area as a 'conservation area.'

Deleterious Land Use or Layout

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses which may be considered noxious, offensive or environmentally unsuitable.

The Project Area includes a mix of uses along a major regional thoroughfare (St. Charles Road). The area has historically been developed primarily for commercial, with limited residential and community facilities. There is also industrial development at the south of the Project Area on Home Avenue. Over time, many of the original uses in the corridor have transitioned to new uses, leaving a patchwork of commercial land uses mixed together with residential and industrial land uses. Sufficient buffers and screening of commercial and industrial uses are not present to protect neighboring residential uses. These land use combinations produce adverse effects on the remaining residential properties, while limiting potential growth of commercial properties. These types of adverse land use relationships are common along a regional thoroughfare, but can be addressed through proper lot sizes, screening, buffering, and other mitigation efforts.



Therefore, deleterious land use or layout is a significant contributing factor towards designation of the Project Area as a 'conservation area.'



Lack of Community Planning

Lack of community planning may be a significant factor if the proposed Project Area developed prior to or without the benefit or guidance of a community plan. This means that no community plan existed or it was considered inadequate, and/or was virtually ignored during the time of the area's development. Lack of planning may be documented by establishing the date of adoption of the Village's Comprehensive Plan (or other plans which may be relevant) and determining whether the area developed before or after that date. This finding may be amplified by other evidence which shows the deleterious results of the lack of community planning, including cross-referencing other factors cited in the blight finding, including adverse or incompatible land use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size and shape to meet contemporary development standards.

The Village of Villa Park was incorporated in 1914, and has a history of sound planning. The most recent comprehensive plan was an update of the 1984 Comprehensive Plan, and was adopted in 2009. The Project Area was developed primarily in the 1950's and 1960's, prior to the Village's first comprehensive plan. This lack of planning has resulted in parcels of irregular size and shape, improper platting of parcels, and structures constructed over parcel lines. These types of platting issues can inhibit redevelopment within the Project Area.

Lack of community planning is present within the Project Area, but the negative impacts relating to platting and lot sizes are limited and not widely distributed throughout the entirety of the Project Area. Therefore, lack of community planning is not a major contributing factor towards designation of the Project Area as a 'conservation area.'



Environmental Remediation Costs Impeding Development

This factor may be documented by determining if any requirements by the Illinois Environmental Protection Agency (IEPA), the United States Environmental Protection Agency (EPA), or any study conducted by a recognized independent expert consultant has resulted in the need to incur remediation costs for a site that have resulted in impeding further site redevelopment.

Environmental remediation costs impeding development is not a contributing factor towards designation of the Project Area as a 'conservation area.'

Decline in the Equalized Assessed Value

This factor can be cited if the total equalized assessed value of the Project Area has declined for 3 of the last 5 calendar years in which information is available, or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

Category	2017	2018	2019	2020	2021	2022
Project Area EAV	\$21,879,720	\$23,530,660	\$24,053,970	\$24,713,010	\$25,339,450	\$25,775,160
% Change	n/a	7.55%	2.22%	2.74%	2.53%	1.72%
Total Village EAV (excluding Project Area)	\$559,602,174	\$586,965,948	\$633,117,680	\$679,826,751	\$708,202,448	Not Avail.
% Change	n/a	4.89%	7.86%	7.38%	4.17%	Not Avail.
Consumer Price Index	245.1	251.1	255.7	258.8	271.0	292.7
% Change	n/a	2.45%	1.83%	1.21%	4.71%	8.01%

Historic Equalized Assessed Valuation

The equalized assessed value of the Project Area has not decreased in the previous five (5) years. However, the Project Area has increased at an annual rate that is less than the annual increase of the Village of Villa Park (excluding the Project Area) in three (3) of the previous five (5) years (including 2019, 2020 and 2021). In addition, the Project Area has increased at an annual rate that is less than the consumer price index (CPI) in two (2) of the previous five (5) years (2021 and 2022).

Therefore, decline in equalized assessed value is a contributing factor towards designation of the Project Area as a 'conservation area.'

CONCLUSION

Based on the results of the field investigation by TESKA, and information obtained from the Village of Villa Park and various Township and County sources, it is the finding of TESKA that the one-hundred and sixteen (116) acre Project Area, taken in its entirety as depicted on the Project Area Boundary Map (page 9), is eligible for designation as a 'conservation area' based on a majority of structures in excess of thirty-five (35) years in age, and meeting a minimum of three (3) eligibility criteria. The following eligibility criteria apply:

1. Deterioration;
2. Code Violations;
3. Deleterious Land Use or Layout; and
4. Decline in Equalized Assessed Value.



In addition, the following eligibility factors are present within the Project Area to a lesser degree or in isolated locations, but not to a significant extent to be considered as a major qualifying factor:

1. Obsolescence;
2. Excessive Vacancies; and
3. Lack of Community Planning.

APPENDIX B

TAX INCREMENT FINANCING HOUSING IMPACT STUDY

St. Charles Road Commercial Corridor TIF District



February 2024

Prepared By:
Teska Associates, Inc.



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INTRODUCTION

For the Villa Park St. Charles Road Commercial Corridor TIF District, officials of the Village of Villa Park have determined that, without direct municipal involvement and financial assistance, planning objectives for this area cannot be met. To encourage new investment along the St. Charles Road corridor, the Village has decided to utilize Tax Increment Financing (TIF) to help facilitate redevelopment in the area.

As a part of the feasibility study for a proposed TIF district, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11 - 74.4 - 1, et seq.) (the Act) stipulates that a Housing Impact Study must be prepared when:

...the redevelopment plan would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and no certification is made [that the redevelopment plan will not result in displacement of residents]... (Section 11-74.4-3(n)(5)).

The Villa Park St. Charles Road Commercial Corridor TIF District contains approximately 51 residential units, which exceeds the 10-units to be relocated (or 75-units total) threshold and thus requires completion of this Housing Impact Study. This estimate is based on a field inventory completed as a part of the TIF Eligibility Study, conducted in May 2022 and revised in June 2023, and online research. While no definitive redevelopment proposals to relocate residents are currently in place, some of these units may eventually be displaced in order to facilitate future redevelopment opportunities. Therefore, the Village of Villa Park has prepared this report to satisfy the requirements of Section 11-74.4-3(n)(5).



The number and type of residential buildings in the Project Area potentially affected by the Redevelopment Plan were identified during the building condition and land use survey conducted as part of the eligibility analysis for the Redevelopment Project Area. A good faith estimate and determination of the number of residential units within each such building, whether such residential units were inhabited, and whether the inhabitants were low-income or very low-income households were based on a number of research and analytical tools including physical building surveys, data obtained from the Village of Villa Park and DuPage County, online real estate websites, and the U.S. Census and American Community Survey (ACS).

PART I: HOUSING INVENTORY

The Act stipulates specific information that must be provided in a Housing Impact Study. According to the Act, Part I of the Housing Impact Study shall include:

(i) data as to whether the residential units are single family or multi-family units, (ii) the number and type of rooms within the units, if that information is available, (iii) whether the units are inhabited or uninhabited, as determined not less than 45 days before the date that the ordinance or resolution required by subsection (a) of Section 11-74.4-5 is passed, and (iv) data as to the racial and ethnic composition of the residents in the inhabited residential units. The data requirement as to the racial and ethnic composition of the residents in the inhabited residential units shall be deemed to be fully satisfied by data from the most recent federal census.

Type of Residential Units

Table 1 describes the Redevelopment Project Area residential units by type.

Table 1: Dwelling Units by Type			
Housing Type	Number of Housing Units	% of Residential Housing Units	Source
Single-Family	14	27%	Field count
Multi-Family	37	73%	Field count
Total	51	100%	

Number of Residents

For purposes of this study, data has been gathered from the American Community Survey (ACS). In this study, we have relied on the ACS because it is the best and most recent available information regarding the structures and residents within the Project Area. The Project Area contains portions of the following census tracts (see map on following page for the location of each census tract). In total, there 51 housing units and approximately 121 residents within the Project Area.

Table 2: Housing Units and Population						
Census Tract	Single-Family Household Size	Multi-Family Household Size	Single-Family Housing Units	Multi-Family Housing Units	Total Housing Units	Estimated Number of Residents
8431	2.58	2.01	2	0	2	5.16
8432	2.75	2.67	6	19	25	67.23
8436.01	2.80	2.85	0	0	0	0
8438	2.68	1.83	6	18	24	49.02
Total			14	37	51	121.41

Source: 2021 American Community Survey



Exhibit A – Census Tracts

Number and Type of Bedrooms

Tables 3, 4, and 5, respectively, describe the distribution of the residential units in the Project Area by number of bedrooms, kitchen and plumbing facilities, and uninhabited units.

Table 3 shows the estimated number of bedrooms in residential units in the Project Area. As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A residential unit consisting of only one room, such as a one-room efficiency apartment, is classified by definition as having no bedroom.

Table 3: Estimated Number of Bedrooms per Dwelling Unit								
# of Bedrooms	% Total 8431	Estimated 8431 *	% Total 8432	Estimated 8432 *	% Total 8436.01	Estimated 8436.01 *	% Total 8438	Estimated 8438 *
0	4.7%	0	5.0%	1	3.7%	0	2.8%	1
1	15.2%	0	7.5%	2	7.1%	0	18.8%	5
2	35.5%	1	20.5%	6	21.1%	0	40.1%	10
3	36.0%	1	49.7%	12	51.3%	0	25.7%	5
4	6.1%	0	13.0%	3	14.9%	0	9.4%	2
5 or more	2.5%	0	4.2%	1	1.8%	0	3.2%	1
Total	100%	2	100%	25	100%	0	100%	24

* Calculated as a % of total housing units
Source: 2021 American Community Survey

Units with Kitchen and Plumbing Facilities

Table 4 shows the estimated number of conventional residential units in the Project Area with kitchen and plumbing facilities. As defined by the Census Bureau, a unit has complete kitchen facilities when it has all of the following: (1) an installed sink with piped water; (2) a range, cook top and convection or microwave oven, or cook stove; and (3) a refrigerator. All kitchen facilities must be located in the structure. They need not be in the same room. Portable cooking equipment is not considered a range or cook stove. An ice box is not considered to be a refrigerator. As defined by the Census Bureau, complete plumbing facilities include hot and cold piped water, a flush toilet, and a bathtub or shower. All three facilities must be located inside the house, apartment, or mobile home, but not necessarily in the same room. Housing facilities are classified as lacking complete plumbing facilities when any of the three facilities are not present.

Table 4: Estimated Number of Units with Kitchen and Plumbing Facilities				
Census Tract	% Units with Facility	Estimated # Units with Facility	% Units without Facility	Estimated # Units without Facility
8431	99%	2	1%	0
8432	99%	25	1%	0
8436.01	99%	0	1%	0
8438	100%	24	0%	0
Total		51		0

Source: 2021 American Community Survey

Inhabited Units

The occupancy status of the residential units in the Project Area must be determined not less than 45 days prior to the adoption of an ordinance or resolution fixing the time and place for public hearing. The Village of Villa Park adopted an ordinance fixing the time and place for public hearing on August 28, 2023, and the occupancy status of the residential units was determined on July 18, 2023. As of that date, as determined initially by a building-by-building field survey and then confirmed via the 2021 U.S. Census Bureau, an estimated 4% of units in the Project Area were determined to be uninhabited. Therefore, 49 residential units in the Project Area are assumed to be inhabited, as shown in Table 5:

Table 5: Estimated Number of Inhabited Units							
Census Tract	Total Units	Occupied Units	Vacant Units	Vacancy Rate	Units in Project Area	Estimated Vacant in Project Area	Estimated Inhabited in Project Area
8431	1,911	1,753	158	8.3%	2	0	2
8432	2,119	2,019	100	1.7%	25	0	25
8436.01	1,309	1,295	14	1.1%	0	0	0
8438	1,487	1,402	85	6.9%	24	2	22
Total	6,826	6,469	357		51	2	49

Source: 2021 American Community Survey

Racial and Ethnic Composition

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units is determined according to the most recent federal census data. As noted, there are an estimated 121 residents in the Project Area. Racial and ethnic composition is available from the American Community Survey. Table 6 identifies residents by their racial and ethnic composition, and estimates the racial and ethnic composition of the residents within the Project Area.

Table 6: Estimated Racial and Ethnic Composition of Residents							
Race	Tract 8431	Tract 8432	Tract 8436.01	Tract 8438	Total Number	% of Population	Estimated in Project Area
White Only	3,508	3,951	3,032	3,031	13,522	81.1%	98
Black or African American Only	238	412	130	34	814	4.9%	6
American Indian and Alaskan Native Only	0	40	0	0	40	0.2%	0
Asian Only	127	61	107	27	322	1.9%	3
Native Hawaiian and Other Pacific Islander Only	0	0	0	0	0	0%	0
Other Single Race	190	472	271	30	963	5.8%	7
Two or More Races	44	587	119	260	1,010	6.1%	7
Total	4,107	5,523	3,659	3,382	16,671	100%	121

Source: 2021 American Community Survey

Economic Composition

The distribution of household income for residents within the Project Area is based on 2021 American Community Survey data. In order to estimate the number of moderate-, low-, very low-, and extremely low-income households in the Project Area, Census Tract household incomes from the 2021 American Community Survey were used. As determined by the US Department of Housing and Urban Development ("HUD"), the definitions of the income categories, adjusted for household size, are as follows:

- i. An extremely low-income household has an adjusted income of not more than 30% of the area median income.
- ii. A very low-income household has an adjusted income of more than 30% and not more than 50% of the area median income.
- iii. A low-income household has an adjusted income of more than 50% and not more than 80% of the area median.
- iv. A moderate-income household has an adjusted income of more than 80% and not more than 120% of the area median.

The 2021 median household income for the Village of Villa Park is \$85,173, based on data from the American Community Survey. The estimates of households at or below the moderate-income level collectively represent approximately 62% of the total inhabited residential units in the Project Area. As a result, the Village will implement the Redevelopment Plan (including the requirements applicable to composition of the joint review board under Section 11-74.4-5(b) of the Act) as if more than 50 percent of the residential units are occupied by extremely low-, very low-, low-, or moderate-income households.

<i>Table 7: Study Area Very Low, Low, and Moderate Household Income Level</i>		
Median Household Income Level	Income Categories Based on Median Household Income Level	% Households within Study Area (4)
Very Low Income (1)	\$ 42,587	19.1%
Low Income (2)	\$68,138	25.68%
Moderate Income (3)	\$102,208	16.93%
Total		61.70%

Source: 2021 American Community Survey

- (1) Definition of Very Low Income Household as defined by the Illinois Affordable Housing Act: "Very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than 50% of the median income of the area of residence.
- (2) Definition of Low Income Household as defined by the Illinois Affordable Housing Act: "Low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than 50% but less than 80% of the median income of the area of residence.
- (3) "Moderate income household" means a single person, family or unrelated persons living together whose adjusted income is more than 80% but less than 120% of the median income of the area of residence.
- (4) The percentages of the study area households that qualify as very low, low, and moderate income were determined at the census tract level, as per 2021 American Community Survey data.

PART I: RELOCATION PLANS

The Act specifies that the second part of a Housing Impact Study must:

...identify the inhabited residential units in the proposed redevelopment project area that are to be or may be removed. If inhabited residential units are to be removed, then the housing impact study shall identify (i) the number and location of those units that will or may be removed, (ii) the municipality's plans for relocation assistance for those residents in the proposed redevelopment project area whose residences are to be removed, (iii) the availability of replacement housing for those residents whose residences are to be removed, and shall identify the type, location, and cost of the housing, and (iv) the type and extent of relocation assistance to be provided.

Residential Units Which May be Displaced

The Redevelopment Plan indicates that inhabited residential units may be targeted for acquisition during the 23-year lifetime of the TIF. Residential units may be displaced from the Villa Park St. Charles Road Commercial Corridor TIF District in order to facilitate potential future development opportunities. The potential removal of any buildings containing residential units and any displacement of residents of inhabited units will be done within the intent of the Villa Park St. Charles Road Commercial Corridor TIF District Redevelopment Plan. These units, if displaced, are likely to be displaced over time throughout the life of the Redevelopment Plan.

Availability of Replacement Housing

According to data from the American Community Survey and verified by field observations, approximately 27% of housing units in the Project Area are owner-occupied. Conversely, approximately 73% of housing units in the Project Area are renter-occupied. Therefore, both for-sale and for-rent units are considered for potential replacement housing.

Table 8: Owner vs. Renter Occupancy		
Occupancy	Number	Percentage
Owner Occupied	14	27%
Renter Occupied	37	73%
Total Housing Units	51	100%

Source: Field Survey and 2021 American Community Survey



In order to determine appropriate replacement housing, real estate listings were examined in areas in close proximity to the Project Area. As of June 30, 2023, the median home value for Villa Park, Illinois is \$312,929 and the median rent per month is \$1,965 (www.zillow.com). Listings were obtained for homes with list prices approximately equivalent to the market values of homes which may be displaced, and monthly rental prices approximately equivalent to average rental rates. The location, type, and cost of a sample of possible replacement housing units in these areas are shown in Table 10 and 11. The information presented is based on classified advertisements from multiple sources, including *Zillow.com* during July 2023. If relocation for displaced residents is required, there are comparably priced single-family homes and rental units available both within the Village of Villa Park and in the immediate vicinity.

Table 9: Real Estate for Sale in Villa Park

Housing Type	Location	Price
Single-Family, 4bd1ba	312 N Ardmore Ave	\$225,000
Single-Family, 3bd3ba	434 N Harvard Ave	\$280,000
Single-Family, 5bd2ba	444 N Wisconsin Ave	\$399,000
Single-Family, 3bd2ba	530 N 3rd Ave	\$315,000
Single-Family, 3bd2ba	639 N 2nd Ave	\$299,900

Source: *Zillow.com*

Table 10: Real Estate for Rent in Villa Park

Housing Type	Location	Price
Apartments, 1bd1ba	306 W Division St, APT F	\$1,075/month
Apartments, 1bd1ba	322 N Illinois Ave	\$1,340/month
Apartments, 2bd1ba	726 W Roy Dr, APT 2A	\$1,405/month
Apartments, 1bd1ba	20 W Highland Ave	\$1,395/month
Apartments, 2bd1ba	442 S Ardmore Ave	\$1,450/month

Source: *Zillow.com*

Village's Plans for Relocation Assistance and Type and Extent of Relocation Assistance

The Village of Villa Park may provide relocation assistance to residents displaced by this Redevelopment Plan. Such assistance may include reimbursement for actual reasonable expenses for moving, including real estate transaction costs up to 8% of the value of the replacement housing unit.



In addition, to the extent that any removal or displacement will affect households of low-income and very low-income persons, the Village will provide affordable housing and relocation assistance not less than that which would be provided under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may either be existing or newly constructed housing and the Village shall make a good faith effort to ensure that the affordable housing is located in or near the Project Area. For the purposes of this Housing Impact Study, "low-income households", "very low-income households", and "affordable housing" shall have the meanings set forth in the Illinois Affordable Housing Act. As of the date of this Redevelopment Plan, these statutory terms have the following meaning: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than 50 percent but less than 80 percent of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD") for purposes of Section 8 of the United States Housing Act of 1937 ("Section 8"); (ii) "very low-income household" means a single person, family, or unrelated persons living together whose adjusted income is not more than 50 percent of the median income of the area of residence, adjusted for family size, as so determined by HUD for the purposes of Section 8 of the United States Housing Act of 1937; and (iii) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than 30 percent of the maximum allowable income for such households, as applicable.

APPENDIX C

LEGAL DESCRIPTION

*St. Charles Road Commercial Corridor
Redevelopment Project Area*



February 2024

LEGAL DESCRIPTION

THOSE PORTIONS OF THE VILLAGE OF VILLA PARK WITHIN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF WESTMORE-MEYERS AVENUE AND ST. CHARLES ROAD RIGHTS OF WAY (ALL RIGHTS OF WAY HEREIN DESCRIBED AS BEING AS CURRENTLY WIDENED AND TAKEN) AND RUNNING THENCE NORTHERLY ALONG THE SAID CENTERLINE OF WESTMORE-MEYERS ROAD TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE NORTHWEST CORNER OF LOT 11, BLOCK 10 IN SECOND ADDITION TO NORTH ARDMORE (DOC. R1923-162021); THENCE EASTERLY ALONG SAID PERPENDICULAR LINE TO THE NORTHWEST CORNER OF SAID LOT 11 AND CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 11 THROUGH 7, BLOCK 10 IN SAID SECOND ADDITION TO NORTH ARDMORE AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 11, BLOCK 11 IN SAID SECOND ADDITION TO NORTH ARDMORE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 11 THROUGH 7, BLOCK 11 TO THE NORTHEASTERLY CORNER OF SAID LOT 7, BLOCK 11 THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF N. SECOND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 12 IN SANSONETTI'S RESUBDIVISION (DOC. R1955-780876); THENCE EASTERLY ALONG SAID EXTENSION AND CONTINUING EASTERLY ALONG THE NORTH LINE OF LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINES OF LOTS 11 AND 10 IN SAID SANSONETTI'S RESUBDIVISION TO A POINT OF INTERSECTION WITH THE SOUTH LINES OF LOTS 7 THROUGH 1 IN SAID SANSONETTI'S RESUBDIVISION; THENCE EASTERLY ALONG SAID SOUTH LINES TO THE NORTHWEST CORNER OF A PARCEL OF LAND BEING THE EAST 175.0 FEET OF THE SOUTH 200.0 FEET AND THE SOUTH 300.00 FEET (EXCEPT THE WEST 360.0 FEET AND EXCEPT THE EAST 175.0 FEET) OF BLOCK 12 IN THE SECOND ADDITION TO NORTH ARDMORE AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF THE NORTH 100.00 FEET OF SAID PARCEL TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 200.00 FEET OF SAID PARCEL; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. ADDISON AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOU-JAKE PLAT OF CONSOLIDATION (DOC. R2000-121311); THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT OF CONSOLIDATION AND CONTINUING EASTERLY ALONG THE NORTH LINE OF LOTS 19 THROUGH 17, BLOCK 7 IN THE RESUBDIVISION OF FIRST ADDITION TO NORTH ARDMORE (DOC. R1922-156380) AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 23, BLOCK 6 IN SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINES OF LOTS 23 THROUGH 17, BLOCK 6 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 22, BLOCK 5 OF SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 22, 21 AND 20, BLOCK 5 AND THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 16, BLOCK 5 IN SAID RESUBDIVISION; THENCE NORTHERLY ALONG THE WESTERLY LINES OF LOTS 16, 15 AND 14, BLOCK 5 IN SAID RESUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 14 AND THE EASTERLY EXTENSION THEREOF; TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. HARVARD AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID N. HARVARD AVENUE RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ABUTTING LOTS 5 THROUGH 9 IN HEFT'S RESUBDIVISION (R1926-207448); THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ABUTTING LOTS 8 THROUGH 4 IN DIVISION OF LOT 62 (DOC. R1928-255858) TO THE SOUTHEAST CORNER OF LOT 3 IN SAID DIVISION OF LOT 62; THENCE CONTINUING ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE OF THE ALLEY TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. YALE AVE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND

ABUTTING THE SOUTH LINE OF LOT 9 IN "SUBDIVISION" (OF LOTS 38, 39 AND 40 IN NORTH ARDMORE, PER DOC. R1927- 242684) TO ITS TERMINUS AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID ALLEY AND THE SOUTHERLY EXTENSION THEREOF, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 37 (EXCEPT THE NORTH 225 FEET THEREOF) IN NORTH ARDMORE (DOC. R1914-118541); THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. PRINCETON AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 200 FEET OF LOT 14 IN NORTH ARDMORE AFORESAID; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID SOUTH 200 FEET TO A POINT IN THE WEST LINE OF LOT 13 IN NORTH ARDMORE AFORESAID; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 13 TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 13 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 13 TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 125.0 FEET OF LOT 12 IN SAID NORTH ARDMORE; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 125 FEET OF LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF N. ARDMORE AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 181 IN F.D. PAYNE'S ADDITION TO VILLA PARK (DOC. R1922-15503); THENCE EASTERLY ALONG SAID EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 181; THENCE ALONG THE FOLLOWING LINES, ALL WITHIN SAID F.D. PAYNE'S ADDITION TO VILLA PARK: EASTERLY ALONG THE NORTH LINE OF SAID LOT 181 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 181 TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 185 THROUGH 187 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 188; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 188 THROUGH 193 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 194; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 194 THROUGH 199 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 200; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 200 THROUGH LOT 205 TO THE NORTHEAST CORNER OF SAID LOT 205, BEING A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. SUMMIT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF N. SUMMIT AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 206 IN SAID F.D. PAYNE'S ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINES OF LOTS 206 THROUGH 208 TO THE NORTHEAST CORNER OF SAID LOT 208; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 208, ALSO BEING THE WEST LINE OF LOT 27 IN HERRICK & WHITE RESUBDIVISION (DOC. R1927-242003), TO THE NORTHWEST CORNER OF SAID LOT 27 IN SAID HERRICK & WHITE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 27 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 16 IN SAID HERRICK & WHITE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE THEREOF AND ITS EASTERLY EXTENSION TO A POINT ON THE WEST LINE OF LOT 7 IN ROBERTSON'S VILLA PARK (DOC. R1911-105545); THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 7 THROUGH 2 IN SAID ROBERTSON'S VILLA PARK TO THE SOUTHWEST CORNER OF THE EAST 50.0 FEET OF LOT 13 IN SAID ROBERTSON'S VILLA PARK; THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 50.0 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SOUTH 50.0 FEET OF THE EAST 50.0 FEET OF SAID LOT 13; THENCE EASTERLY ALONG THE NORTH LINE OF THE SAID SOUTH 50.0 FEET OF THE EAST 50.0 FEET AND ITS EASTERLY EXTENSION TO A POINT IN THE CENTER LINE OF NORTH VILLA AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID CENTER LINE TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE CENTER LINE OF THE NORTHWESTERLY PROJECTION OF SALT CREEK AS IT CURRENTLY EXISTS; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO A POINT OF

INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83 (ROBERT KINGERY HIGHWAY); THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE TO THE NORTHWEST CORNER OF LOT 122 IN WOODRUFF'S RESUBDIVISION (DOC. R1915-123187); THENCE SOUTHWESTERLY FROM SAID NORTHWEST CORNER TO THE NORTHEAST CORNER OF LOT 1 IN OVALTINE RESUBDIVISION (DOC. R1999-244299); THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF LOT 46 IN WOODRUFF'S RESUBDIVISION AFORESAID, BEING A POINT IN THE WEST RIGHT OF WAY LINE OF SOUTH MONTEREY AVENUE; THENCE NORTHERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 16 IN VILLA PARK (DOC. R1908-095115); THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 16 15, 14, 13 AND 12 IN SAID VILLA PARK TO THE SOUTHWEST CORNER OF SAID LOT 12, BEING A POINT ON THE EASTERLY RIGHT OF WAY OF OAKLAND AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 34 IN WOODRUFF'S RESUBDIVISION AFORESAID; THENCE WESTERLY ALONG SAID EXTENSION AND THE SOUTH LINE OF SAID LOT 34 TO THE NORTHEAST CORNER OF LOT 15 IN SAID WOODRUFF'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 15 AND THE EAST LINES OF LOTS 16 THROUGH 18 TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 18 TO THE NORTHEAST CORNER OF THE WEST 25.0 FEET OF LOT 20 IN SAID WOODRUFF'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST 25.0 FEET OF LOT 20 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF SOUTH VILLA AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE GREAT WESTERN TRAIL RIGHT OF WAY, (FORMERLY PART OF THE CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY) HEREAFTER REFERRED TO AS "GWT ROW"; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE "GWT ROW" TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AS BEING OF THE EASTERLY 92.00 FEET OF THE SOUTHERLY 15.00 FEET OF THAT PART OF THE RIGHT OF WAY OF THE FORMER CHICAGO GREAT WESTERN RAILROAD LYING WESTERLY OF THE WEST LINE OF VILLA AVENUE, AS MEASURED PERPENDICULAR TO SAID WEST LINE AND PERPENDICULAR TO THE SOUTHERLY LINE OF SAID RAILROAD ; THENCE ALONG THE FOLLOWING 3 LINES OF SAID PARCEL OF LAND, 1) NORTHERLY TO THE NORTHEAST CORNER THEREOF, 2) NORTHWESTERLY TO THE NORTHWEST CORNER THEREOF AND 3) SOUTHERLY TO THE SOUTHWEST CORNER THEREOF, BEING A POINT ON THE SOUTH LINE OF THE "GWT ROW" AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF THE "GWT ROW" TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT A IN CHAS. R. LANDON'S ADDITION TO VILLA PARK (DOC. R1922-155002); THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT A TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 72 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK, BEING A POINT ON THE WEST RIGHT OF WAY LINE OF S. EUCLID AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 73 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 73 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 74 THROUGH 84 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK TO THE NORTHEAST CORNER OF SAID LOT 84, ALSO BEING THE SOUTHEAST CORNER OF LOT 85 IN SAID CHAS. R. LANDON'S

ADDITION TO VILLA PARK; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 85 THROUGH 87 IN SAID CHAS. R. LANDON'S ADDITION AND THE WESTERLY EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 88 IN SAID LANDON'S ADDITION; THENCE THE FOLLOWING COURSES ALL WITHIN SAID LANDON'S ADDITION; WESTERLY ALONG THE SOUTH LINES OF LOTS 88 THROUGH 93 AND THEIR WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF LOT 94; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 94 THROUGH 96 TO THE SOUTHWEST CORNER OF SAID LOT 96; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF LOT 38 TO THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 38 AND ITS WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF LOT 19 (BEING A POINT IN THE WEST RIGHT OF WAY LINE OF CHARLES AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF THE SOUTH 60.00 FEET OF LOT 100; THENCE WESTERLY ALONG THE NORTH LINES OF THE SOUTH 60.00 FEET OF LOTS 100 THROUGH 102 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 18 AND 17 TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 25.0 FEET OF LOT 17; THENCE WESTERLY ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO A POINT IN THE WEST RIGHT OF WAY LINE OF SOUTH ILLINOIS AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 106; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 106 THROUGH 108 TO THE SOUTHWEST CORNER OF SAID LOT 108; THENCE SOUTHERLY ALONG THE WEST LINES OF LOTS 1 THROUGH 9 AND LOT A AND THE SOUTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE "GWT ROW"; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID "GWT ROW" TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 5 IN ARDVILLA HIGHLANDS (DOC. R1922-159689); THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1 TO A POINT IN THE NORTH RIGHT OF WAY LINE OF SAID "GWT ROW" TO THE SOUTHEAST CORNER OF LOT 2 IN VANDEKIEFT'S 2ND ASSESSMENT PLAT (DOC. R1962-025403); THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO A POINT ON THE CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY; THENCE WESTERLY ALONG SAID CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

**Joint Review Board
Initial Meeting
TIF #7, St Charles Road Commercial Corridor Redevelopment Project Area
Minutes from November 27, 2023**

Call Meeting to Order: The JRB was called to order by Marc McLaughlin at 200 p.m. and roll call was taken.

Roll Call: Present were the following representatives:

Village of Villa Park: Village Attorney Brian Baugh, Director of Community & Economic Development Marc McLaughlin, Teska Associates Pete Iosue, High School District 88 Ryan Domeracki. School District 45 Jeff Eagan, York Township Nadia Hajduk, Villa Park Library Sandy Hill and Public, Elizabeth Cardenas and Joe Amore.

No representation for College of DuPage #502, DuPage County, or Lombard Park District.

Elect Public Member: Motion was made by Marc McLaughlin to elect Elizabeth Cardenas for Public Member and seconded by Sandy Hill. Passed with all ayes.

Elect Chairperson: Motion made by Brian Baugh for Marc McLaughlin to act as Chairperson, seconded by Sandy Hill. Passed with all ayes.

Review of Joint Review Board Procedures and Duties: Brian Baugh explained the role of the JRB and how they function for the creation of a new TIF District.

TIF Plan and TIF Eligibility Criteria Review: Pete Iosue presented the TIF presentation to the JRB, attached.

Review of Draft TIF Ordinances: Brian Baugh walked the JRB through the three ordinances proposed to be approved by the Village Board for the creation of the TIF 7.

Questions or Comments from the Joint Review Board: Sandy Hill asked which property was part of the Lombard Park District.

Questions or Comments from the Public: Joe Amore made comments regarding the success of the new TIF and asked questions about other TIFs in the Village.

Consideration of Joint Review Board Recommendations to Village Board Regarding the Designation of the St. Charles Road Commercial Corridor TIF District: A motion was made by Sandy Hill to approve a Resolution and Recommendation of the Joint Review Board in support of the creation of the St Charles Road Commercial Corridor Redevelopment Project Area, second by Ryan Domeracki, vote 5-0.

Review of Timetable and Next Steps: Pete Iosue explained the TIF approval process and timing as to the required steps completed up to this point and what will happen now that the JRB recommended approval of the proposed TIF District.

Adjournment: A motion to adjourn the meeting was made by Sandy Hill and seconded by Jeff Egan. The motion passed with all ayes. The meeting adjourned at 2:50 p.m.



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 26, 2024
SUBJECT: An Ordinance Designating the St. Charles Road Commercial Corridor
Redevelopment Project Area of Villa Park a Redevelopment Project Area
Pursuant to the Tax Increment Allocation Redevelopment Act

RECOMMENDED ACTION:

This is an Ordinance Designating the St. Charles Road Commercial Corridor Redevelopment Project Area a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act, per the previously approved Plan. Staff recommends approval of the ordinance.

BACKGROUND:

This is the second ordinance required for approval of TIF 7 out of 3 total ordinances. This ordinance will establish the redevelopment project area, based on the plan previously approved.

DISCUSSION:

This ordinance creates the legal boundaries of the TIF district and must follow the plan document.

ORDINANCE NO. 2024 - _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK,
DUPAGE COUNTY, ILLINOIS, DESIGNATING THE ST. CHARLES
ROAD COMMERCIAL CORRIDOR REDEVELOPMENT PROJECT AREA
OF SAID VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT
TO THE TAX INCREMENT ALLOCATION REDEVELOPMENT ACT**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Villa Park, DuPage County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”), for a proposed redevelopment plan and redevelopment project (the “Plan and Project”) within the municipal boundaries of the Village and within a proposed redevelopment project area (the “Area”) described in Section 1 of this Ordinance; and

WHEREAS, the President and Board of Trustees of the Village (“Corporate Authorities”) have heretofore by ordinance approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on January 8, 2024, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act.

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. Area Designated. That the Area, as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set

out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities of the Village and approval as provided by law.

PASSED this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024

Village President

Attest: _____

Village Clerk

EXHIBIT A

Legal Description

Proposed St. Charles Road Commercial Corridor TIF District - Legal Description

THOSE PORTIONS OF THE VILLAGE OF VILLA PARK WITHIN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF WESTMORE-MEYERS AVENUE AND ST. CHARLES ROAD RIGHTS OF WAY (ALL RIGHTS OF WAY HEREIN DESCRIBED AS BEING AS CURRENTLY WIDENED AND TAKEN) AND RUNNING THENCE NORTHERLY ALONG THE SAID CENTERLINE OF WESTMORE-MEYERS ROAD TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE NORTHWEST CORNER OF LOT 11, BLOCK 10 IN SECOND ADDITION TO NORTH ARDMORE (DOC. R1923-162021); THENCE EASTERLY ALONG SAID PERPENDICULAR LINE TO THE NORTHWEST CORNER OF SAID LOT 11 AND CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 11 THROUGH 7, BLOCK 10 IN SAID SECOND ADDITION TO NORTH ARDMORE AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 11, BLOCK 11 IN SAID SECOND ADDITION TO NORTH ARDMORE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 11 THROUGH 7, BLOCK 11 TO THE NORTHEASTERLY CORNER OF SAID LOT 7, BLOCK 11 THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF N. SECOND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 12 IN SANSONETTI'S RESUBDIVISION (DOC. R1955-780876); THENCE EASTERLY ALONG SAID EXTENSION AND CONTINUING EASTERLY ALONG THE NORTH LINE OF LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINES OF LOTS 11 AND 10 IN SAID SANSONETTI'S RESUBDIVISION TO A POINT OF INTERSECTION WITH THE SOUTH LINES OF LOTS 7 THROUGH 1 IN SAID SANSONETTI'S RESUBDIVISION; THENCE EASTERLY ALONG SAID SOUTH LINES TO THE NORTHWEST CORNER OF A PARCEL OF LAND BEING THE EAST 175.0 FEET OF THE SOUTH 200.0 FEET AND THE SOUTH 300.00 FEET (EXCEPT THE WEST 360.0 FEET AND EXCEPT THE EAST 175.0 FEET) OF BLOCK 12 IN THE SECOND ADDITION TO NORTH ARDMORE AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF THE NORTH 100.00 FEET OF SAID PARCEL TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 200.00 FEET OF SAID PARCEL; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. ADDISON AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOU-JAKE PLAT OF CONSOLIDATION (DOC. R2000-121311); THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT OF CONSOLIDATION AND CONTINUING EASTERLY ALONG THE NORTH LINE OF

LOTS 19 THROUGH 17, BLOCK 7 IN THE RESUBDIVISION OF FIRST ADDITION TO NORTH ARDMORE (DOC. R1922-156380) AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 23, BLOCK 6 IN SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINES OF LOTS 23 THROUGH 17, BLOCK 6 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 22 , BLOCK 5 OF SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 22 , 21 AND 20, BLOCK 5 AND THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 16, BLOCK 5 IN SAID RESUBDIVISION; THENCE NORTHERLY ALONG THE WESTERLY LINES OF LOTS 16 ,15 AND 14, BLOCK 5 IN SAID RESUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 14 AND THE EASTERLY EXTENSION THEREOF; TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. HARVARD AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID N. HARVARD AVENUE RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ABUTTING LOTS 5 THROUGH 9 IN HEFT'S RESUBDIVISION (R1926-207448); THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ABUTTING LOTS 8 THROUGH 4 IN DIVISION OF LOT 62 (DOC. R1928-255858) TO THE SOUTHEAST CORNER OF LOT 3 IN SAID DIVISION OF LOT 62; THENCE CONTINUING ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE OF THE ALLEY TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. YALE AVE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF LOT 9 IN "SUBDIVISION" (OF LOTS 38, 39 AND 40 IN NORTH ARDMORE, PER DOC. R1927- 242684) TO ITS TERMINUS AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID ALLEY AND THE SOUTHERLY EXTENSION THEREOF, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 37 (EXCEPT THE NORTH 225 FEET THEREOF) IN NORTH ARDMORE (DOC. R1914-118541); THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. PRINCETON AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 200 FEET OF LOT 14 IN NORTH ARDMORE AFORESAID; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID SOUTH 200 FEET TO A POINT IN THE WEST LINE OF LOT 13 IN NORTH ARDMORE AFORESAID; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 13 TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 13 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 13 TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 125.0 FEET OF LOT 12 IN SAID NORTH ARDMORE; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 125 FEET OF LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF N. ARDMORE AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 181 IN F.D. PAYNE'S ADDITION TO VILLA PARK (DOC.

R1922-15503); THENCE EASTERLY ALONG SAID EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 181; THENCE ALONG THE FOLLOWING LINES, ALL WITHIN SAID F.D. PAYNE'S ADDITION TO VILLA PARK: EASTERLY ALONG THE NORTH LINE OF SAID LOT 181 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 181 TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 185 THROUGH 187 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 188; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 188 THROUGH 193 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 194; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 194 THROUGH 199 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 200; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 200 THROUGH LOT 205 TO THE NORTHEAST CORNER OF SAID LOT 205, BEING A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. SUMMIT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF N. SUMMIT AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 206 IN SAID F.D. PAYNE'S ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINES OF LOTS 206 THROUGH 208 TO THE NORTHEAST CORNER OF SAID LOT 208; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 208, ALSO BEING THE WEST LINE OF LOT 27 IN HERRICK & WHITE RESUBDIVISION (DOC. R1927-242003), TO THE NORTHWEST CORNER OF SAID LOT 27 IN SAID HERRICK & WHITE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 27 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 16 IN SAID HERRICK & WHITE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE THEREOF AND ITS EASTERLY EXTENSION TO A POINT ON THE WEST LINE OF LOT 7 IN ROBERTSON'S VILLA PARK (DOC. R1911-105545); THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 7 THROUGH 2 IN SAID ROBERTSON'S VILLA PARK TO THE SOUTHWEST CORNER OF THE EAST 50.0 FEET OF LOT 13 IN SAID ROBERTSON'S VILLA PARK; THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 50.0 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SOUTH 50.0 FEET OF THE EAST 50.0 FEET OF SAID LOT 13; THENCE EASTERLY ALONG THE NORTH LINE OF THE SAID SOUTH 50.0 FEET OF THE EAST 50.0 FEET AND ITS EASTERLY EXTENSION TO A POINT IN THE CENTER LINE OF NORTH VILLA AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID CENTER LINE TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE CENTER LINE OF THE NORTHWESTERLY PROJECTION OF SALT CREEK AS IT CURRENTLY EXISTS; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83 (ROBERT KINGERY HIGHWAY); THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY

EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE TO THE NORTHWEST CORNER OF LOT 122 IN WOODRUFF'S RESUBDIVISION (DOC. R1915-123187); THENCE SOUTHWESTERLY FROM SAID NORTHWEST CORNER TO THE NORTHEAST CORNER OF LOT 1 IN OVALTINE RESUBDIVISION (DOC. R1999-244299); THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF LOT 46 IN WOODRUFF'S RESUBDIVISION AFORESAID, BEING A POINT IN THE WEST RIGHT OF WAY LINE OF SOUTH MONTEREY AVENUE; THENCE NORTHERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 16 IN VILLA PARK (DOC. R1908-095115); THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 16, 15, 14, 13 AND 12 IN SAID VILLA PARK TO THE SOUTHWEST CORNER OF SAID LOT 12, BEING A POINT ON THE EASTERLY RIGHT OF WAY OF OAKLAND AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 34 IN WOODRUFF'S RESUBDIVISION AFORESAID; THENCE WESTERLY ALONG SAID EXTENSION AND THE SOUTH LINE OF SAID LOT 34 TO THE NORTHEAST CORNER OF LOT 15 IN SAID WOODRUFF'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 15 AND THE EAST LINES OF LOTS 16 THROUGH 18 TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 18 TO THE NORTHEAST CORNER OF THE WEST 25.0 FEET OF LOT 20 IN SAID WOODRUFF'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST 25.0 FEET OF LOT 20 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF SOUTH VILLA AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE GREAT WESTERN TRAIL RIGHT OF WAY, (FORMERLY PART OF THE CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY) HEREFTER REFERRED TO AS "GWT ROW"; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE "GWT ROW" TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AS BEING OF THE EASTERLY 92.00 FEET OF THE SOUTHERLY 15.00 FEET OF THAT PART OF THE RIGHT OF WAY OF THE FORMER CHICAGO GREAT WESTERN RAILROAD LYING WESTERLY OF THE WEST LINE OF VILLA AVENUE, AS MEASURED PERPENDICULAR TO SAID WEST LINE AND PERPENDICULAR TO THE SOUTHERLY LINE OF SAID RAILROAD ; THENCE ALONG THE FOLLOWING 3 LINES OF SAID PARCEL OF LAND, 1) NORTHERLY TO THE NORTHEAST CORNER THEREOF, 2) NORTHWESTERLY TO THE NORTHWEST CORNER THEREOF AND 3) SOUTHERLY TO THE SOUTHWEST CORNER THEREOF, BEING A POINT ON THE SOUTH LINE OF THE "GWT ROW" AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF THE "GWT ROW" TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT A IN CHAS. R.

LANDON'S ADDITION TO VILLA PARK (DOC. R1922-155002); THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT A TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 72 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK, BEING A POINT ON THE WEST RIGHT OF WAY LINE OF S. EUCLID AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 73 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 73 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 74 THROUGH 84 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK TO THE NORTHEAST CORNER OF SAID LOT 84, ALSO BEING THE SOUTHEAST CORNER OF LOT 85 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 85 THROUGH 87 IN SAID CHAS. R. LANDON'S ADDITION AND THE WESTERLY EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 88 IN SAID LANDON'S ADDITION; THENCE THE FOLLOWING COURSES ALL WITHIN SAID LANDON'S ADDITION; WESTERLY ALONG THE SOUTH LINES OF LOTS 88 THROUGH 93 AND THEIR WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF LOT 94; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 94 THROUGH 96 TO THE SOUTHWEST CORNER OF SAID LOT 96; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF LOT 38 TO THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 38 AND ITS WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF LOT 19 (BEING A POINT IN THE WEST RIGHT OF WAY LINE OF CHARLES AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF THE SOUTH 60.00 FEET OF LOT 100; THENCE WESTERLY ALONG THE NORTH LINES OF THE SOUTH 60.00 FEET OF LOTS 100 THROUGH 102 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 18 AND 17 TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 25.0 FEET OF LOT 17; THENCE WESTERLY ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO A POINT IN THE WEST RIGHT OF WAY LINE OF SOUTH ILLINOIS AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 106; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 106 THROUGH 108 TO THE SOUTHWEST CORNER OF SAID LOT 108; THENCE SOUTHERLY ALONG THE WEST LINES OF LOTS 1 THROUGH 9 AND LOT A AND THE SOUTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE "GWT ROW"; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID "GWT ROW" TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 5 IN ARDVILLA HIGHLANDS (DOC. R1922-159689); THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1 TO A POINT IN THE NORTH RIGHT OF WAY LINE

OF SAID "GWT ROW" TO THE SOUTHEAST CORNER OF LOT 2 IN VANDEKIEFT'S 2ND ASSESSMENT PLAT (DOC. R1962-025403); THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST LINE THEREOF AND ITS NORTHERLY EXTENSION TO A POINT ON THE CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY; THENCE WESTERLY ALONG SAID CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

General Street Location

The proposed Redevelopment Project Area is generally described as parcels located on the north and south sides of St. Charles Road from approximately Westmore Avenue on the west and Monterey Avenue on the east.

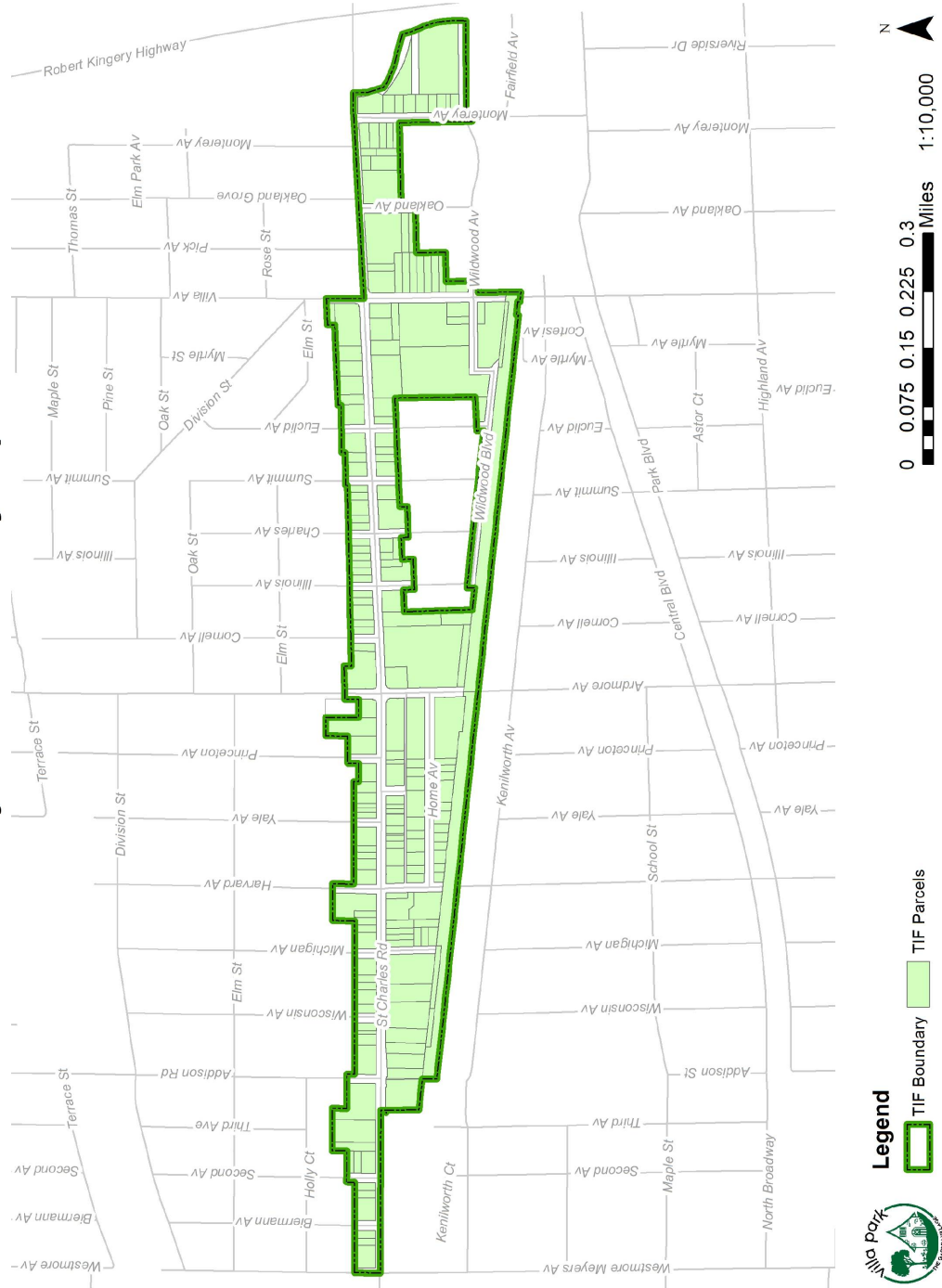
EXHIBIT C

Boundary Map

VILLAGE OF VILLA PARK

PROPOSED ST. CHARLES ROAD COMMERCIAL CORRIDOR TIF DISTRICT

Project Area Boundary Map





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 26, 2024
SUBJECT: An Ordinance Adopting Tax Increment Allocation Financing for the St. Charles Road Commercial Corridor Redevelopment Project Area

RECOMMENDED ACTION:

This is an Ordinance Adopting Tax Increment Allocation Financing for the St. Charles Road Commercial Corridor Redevelopment Project Area, which is creating TIF 7. Staff recommends approval of the ordinance.

BACKGROUND:

This is the final ordinance required to create TIF 7. This ordinance establishes the financial mechanism to pay for redevelopment project costs as defined in the act and as set forth in the plan and project adopted previously.

DISCUSSION:

This final ordinance follows as the last in the series of five ordinances on the agenda for February 26. With the plan and legal findings established, and the project area formally defined, this ordinance establishes the funding.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK,
DUPAGE COUNTY, ILLINOIS, ADOPTING TAX INCREMENT
ALLOCATION FINANCING FOR THE ST. CHARLES ROAD
COMMERCIAL CORRIDOR REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Villa Park, DuPage County, Illinois (the “Village”), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the “Act”); and

WHEREAS, the Village has heretofore approved a redevelopment plan and project (the “Plan and Project”) as required by the Act by passage of an ordinance and has heretofore designated a redevelopment project area (the “Area”) as required by the Act by the passage of an ordinance and has otherwise complied with all other conditions precedent required by the Act.

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. Tax Increment Financing Adopted. That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Allocation of Ad Valorem Taxes. That pursuant to the Act, the *ad valorem* taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and

tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the Treasurer of the Village of Villa Park, who shall deposit said taxes into a special fund, hereby created, and designated the “St. Charles Road Commercial Corridor Redevelopment Project Area Special Tax Allocation Fund” of the Village. Such taxes shall be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

Section 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such

conflict, and this Ordinance shall be in full force and effect immediately upon its passage by the Corporate Authorities and approval as provided by law.

PASSED this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2024

Village President

Attest: _____
Village Clerk

EXHIBIT A

Legal Description

Proposed St. Charles Road Commercial Corridor TIF District - Legal Description

THOSE PORTIONS OF THE VILLAGE OF VILLA PARK WITHIN SECTIONS 3, 4, 9 AND 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINES OF WESTMORE-MEYERS AVENUE AND ST. CHARLES ROAD RIGHTS OF WAY (ALL RIGHTS OF WAY HEREIN DESCRIBED AS BEING AS CURRENTLY WIDENED AND TAKEN) AND RUNNING THENCE NORTHERLY ALONG THE SAID CENTERLINE OF WESTMORE-MEYERS ROAD TO A POINT OF INTERSECTION WITH A LINE DRAWN PERPENDICULAR TO THE NORTHWEST CORNER OF LOT 11, BLOCK 10 IN SECOND ADDITION TO NORTH ARDMORE (DOC. R1923-162021); THENCE EASTERLY ALONG SAID PERPENDICULAR LINE TO THE NORTHWEST CORNER OF SAID LOT 11 AND CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 11 THROUGH 7, BLOCK 10 IN SAID SECOND ADDITION TO NORTH ARDMORE AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 11, BLOCK 11 IN SAID SECOND ADDITION TO NORTH ARDMORE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 11 THROUGH 7, BLOCK 11 TO THE NORTHEASTERLY CORNER OF SAID LOT 7, BLOCK 11 THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF N. SECOND AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 12 IN SANSONETTI'S RESUBDIVISION (DOC. R1955-780876); THENCE EASTERLY ALONG SAID EXTENSION AND CONTINUING EASTERLY ALONG THE NORTH LINE OF LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINES OF LOTS 11 AND 10 IN SAID SANSONETTI'S RESUBDIVISION TO A POINT OF INTERSECTION WITH THE SOUTH LINES OF LOTS 7 THROUGH 1 IN SAID SANSONETTI'S RESUBDIVISION; THENCE EASTERLY ALONG SAID SOUTH LINES TO THE NORTHWEST CORNER OF A PARCEL OF LAND BEING THE EAST 175.0 FEET OF THE SOUTH 200.0 FEET AND THE SOUTH 300.00 FEET (EXCEPT THE WEST 360.0 FEET AND EXCEPT THE EAST 175.0 FEET) OF BLOCK 12 IN THE SECOND ADDITION TO NORTH ARDMORE AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF THE NORTH 100.00 FEET OF SAID PARCEL TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 200.00 FEET OF SAID PARCEL; THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. ADDISON AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF LOU-JAKE PLAT OF CONSOLIDATION (DOC. R2000-121311); THENCE EASTERLY ALONG THE NORTH LINE OF SAID PLAT OF CONSOLIDATION AND CONTINUING EASTERLY ALONG THE NORTH LINE OF LOTS 19 THROUGH 17, BLOCK 7 IN THE RESUBDIVISION OF FIRST ADDITION TO NORTH ARDMORE (DOC. R1922-156380) AND THE EASTERLY EXTENSION

THEREOF TO THE NORTHWEST CORNER OF LOT 23, BLOCK 6 IN SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTHERLY LINES OF LOTS 23 THROUGH 17, BLOCK 6 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 22 , BLOCK 5 OF SAID RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 22 , 21 AND 20, BLOCK 5 AND THE EASTERLY EXTENSION THEREOF TO THE SOUTHWEST CORNER OF LOT 16, BLOCK 5 IN SAID RESUBDIVISION; THENCE NORTHERLY ALONG THE WESTERLY LINES OF LOTS 16 ,15 AND 14, BLOCK 5 IN SAID RESUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 14 AND THE EASTERLY EXTENSION THEREOF; TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. HARVARD AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID N. HARVARD AVENUE RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ABUTTING LOTS 5 THROUGH 9 IN HEFT'S RESUBDIVISION (R1926-207448); THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING NORTH OF AND ABUTTING LOTS 8 THROUGH 4 IN DIVISION OF LOT 62 (DOC. R1928-255858) TO THE SOUTHEAST CORNER OF LOT 3 IN SAID DIVISION OF LOT 62; THENCE CONTINUING ALONG THE EASTERLY EXTENSION OF SAID NORTH LINE OF THE ALLEY TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF N. YALE AVE; THENCE CONTINUING EASTERLY ALONG THE NORTH LINE OF A 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF LOT 9 IN "SUBDIVISION" (OF LOTS 38, 39 AND 40 IN NORTH ARDMORE, PER DOC. R1927- 242684) TO ITS TERMINUS AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID ALLEY AND THE SOUTHERLY EXTENSION THEREOF, TO A POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 37 (EXCEPT THE NORTH 225 FEET THEREOF) IN NORTH ARDMORE (DOC. R1914-118541); THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. PRINCETON AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 200 FEET OF LOT 14 IN NORTH ARDMORE AFORESAID; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID SOUTH 200 FEET TO A POINT IN THE WEST LINE OF LOT 13 IN NORTH ARDMORE AFORESAID; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 13 TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 13 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 13 TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 125.0 FEET OF LOT 12 IN SAID NORTH ARDMORE; THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTH 125 FEET OF LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF N. ARDMORE AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 181 IN F.D. PAYNE'S ADDITION TO VILLA PARK (DOC. R1922-15503); THENCE EASTERLY ALONG SAID EXTENSION LINE TO THE NORTHWEST CORNER OF SAID LOT 181; THENCE ALONG THE FOLLOWING

LINES, ALL WITHIN SAID F.D. PAYNE'S ADDITION TO VILLA PARK: EASTERLY ALONG THE NORTH LINE OF SAID LOT 181 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 181 TO THE SOUTHEAST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 185 THROUGH 187 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 188; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 188 THROUGH 193 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 194; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 194 THROUGH 199 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 200; THENCE CONTINUING EASTERLY ALONG THE NORTH LINES OF LOTS 200 THROUGH LOT 205 TO THE NORTHEAST CORNER OF SAID LOT 205, BEING A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF N. SUMMIT AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE OF N. SUMMIT AVENUE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 206 IN SAID F.D. PAYNE'S ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINES OF LOTS 206 THROUGH 208 TO THE NORTHEAST CORNER OF SAID LOT 208; THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 208, ALSO BEING THE WEST LINE OF LOT 27 IN HERRICK & WHITE RESUBDIVISION (DOC. R1927-242003), TO THE NORTHWEST CORNER OF SAID LOT 27 IN SAID HERRICK & WHITE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 27 AND THE EASTERLY EXTENSION THEREOF TO THE NORTHWEST CORNER OF LOT 16 IN SAID HERRICK & WHITE RESUBDIVISION; THENCE EASTERLY ALONG THE NORTH LINE THEREOF AND ITS EASTERLY EXTENSION TO A POINT ON THE WEST LINE OF LOT 7 IN ROBERTSON'S VILLA PARK (DOC. R1911-105545); THENCE NORTHERLY ALONG SAID WEST LINE TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINES OF LOTS 7 THROUGH 2 IN SAID ROBERTSON'S VILLA PARK TO THE SOUTHWEST CORNER OF THE EAST 50.0 FEET OF LOT 13 IN SAID ROBERTSON'S VILLA PARK; THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 50.0 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SOUTH 50.0 FEET OF THE EAST 50.0 FEET OF SAID LOT 13; THENCE EASTERLY ALONG THE NORTH LINE OF THE SAID SOUTH 50.0 FEET OF THE EAST 50.0 FEET AND ITS EASTERLY EXTENSION TO A POINT IN THE CENTER LINE OF NORTH VILLA AVENUE RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID CENTER LINE TO ITS POINT OF INTERSECTION WITH THE CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID CENTER LINE OF ST. CHARLES ROAD RIGHT OF WAY TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE CENTER LINE OF THE NORTHWESTERLY PROJECTION OF SALT CREEK AS IT CURRENTLY EXISTS; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 83 (ROBERT KINGERY HIGHWAY); THENCE SOUTHEASTERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE WESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF WILDWOOD

AVENUE TO THE NORTHWEST CORNER OF LOT 122 IN WOODRUFF'S RESUBDIVISION (DOC. R1915-123187); THENCE SOUTHWESTERLY FROM SAID NORTHWEST CORNER TO THE NORTHEAST CORNER OF LOT 1 IN OVALTINE RESUBDIVISION (DOC. R1999-244299); THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 TO THE SOUTHEAST CORNER OF LOT 46 IN WOODRUFF'S RESUBDIVISION AFORESAID, BEING A POINT IN THE WEST RIGHT OF WAY LINE OF SOUTH MONTEREY AVENUE; THENCE NORTHERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 16 IN VILLA PARK (DOC. R1908-095115); THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 16 15, 14, 13 AND 12 IN SAID VILLA PARK TO THE SOUTHWEST CORNER OF SAID LOT 12, BEING A POINT ON THE EASTERLY RIGHT OF WAY OF OAKLAND AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 34 IN WOODRUFF'S RESUBDIVISION AFORESAID; THENCE WESTERLY ALONG SAID EXTENSION AND THE SOUTH LINE OF SAID LOT 34 TO THE NORTHEAST CORNER OF LOT 15 IN SAID WOODRUFF'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 15 AND THE EAST LINES OF LOTS 16 THROUGH 18 TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 18 TO THE NORTHEAST CORNER OF THE WEST 25.0 FEET OF LOT 20 IN SAID WOODRUFF'S RESUBDIVISION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID WEST 25.0 FEET OF LOT 20 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE SOUTHERLY EXTENSION OF THE LAST DESCRIBED LINE TO THE SOUTH RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF SOUTH VILLA AVENUE; THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE GREAT WESTERN TRAIL RIGHT OF WAY, (FORMERLY PART OF THE CHICAGO AND GREAT WESTERN RAILROAD RIGHT OF WAY) HEREAFTER REFERRED TO AS "GWT ROW"; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF THE "GWT ROW" TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AS BEING OF THE EASTERLY 92.00 FEET OF THE SOUTHERLY 15.00 FEET OF THAT PART OF THE RIGHT OF WAY OF THE FORMER CHICAGO GREAT WESTERN RAILROAD LYING WESTERLY OF THE WEST LINE OF VILLA AVENUE, AS MEASURED PERPENDICULAR TO SAID WEST LINE AND PERPENDICULAR TO THE SOUTHERLY LINE OF SAID RAILROAD ; THENCE ALONG THE FOLLOWING 3 LINES OF SAID PARCEL OF LAND, 1) NORTHERLY TO THE NORTHEAST CORNER THEREOF, 2) NORTHWESTERLY TO THE NORTHWEST CORNER THEREOF AND 3) SOUTHERLY TO THE SOUTHWEST CORNER THEREOF, BEING A POINT ON THE SOUTH LINE OF THE "GWT ROW" AFORESAID; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF THE "GWT ROW" TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT A IN CHAS. R. LANDON'S ADDITION TO VILLA PARK (DOC. R1922-155002); THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF SAID LOT A TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT A TO A POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF WILDWOOD AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 72 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK, BEING A POINT ON THE WEST RIGHT OF WAY LINE OF S. EUCLID AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 73 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 73 TO THE NORTHEAST CORNER THEREOF; THENCE NORTHERLY ALONG THE EASTERLY LINE OF LOTS 74 THROUGH 84 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK TO THE NORTHEAST CORNER OF SAID LOT 84, ALSO BEING THE SOUTHEAST CORNER OF LOT 85 IN SAID CHAS. R. LANDON'S ADDITION TO VILLA PARK; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 85 THROUGH 87 IN SAID CHAS. R. LANDON'S ADDITION AND THE WESTERLY EXTENSION THEREOF TO THE SOUTHEAST CORNER OF LOT 88 IN SAID LANDON'S ADDITION; THENCE THE FOLLOWING COURSES ALL WITHIN SAID LANDON'S ADDITION; WESTERLY ALONG THE SOUTH LINES OF LOTS 88 THROUGH 93 AND THEIR WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF LOT 94; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 94 THROUGH 96 TO THE SOUTHWEST CORNER OF SAID LOT 96; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF LOT 38 TO THE SOUTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 38 AND ITS WESTERLY EXTENSION TO THE SOUTHEAST CORNER OF LOT 19 (BEING A POINT IN THE WEST RIGHT OF WAY LINE OF CHARLES AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF THE SOUTH 60.00 FEET OF LOT 100; THENCE WESTERLY ALONG THE NORTH LINES OF THE SOUTH 60.00 FEET OF LOTS 100 THROUGH 102 TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 18 AND 17 TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 25.0 FEET OF LOT 17; THENCE WESTERLY ALONG SAID SOUTH LINE AND ITS WESTERLY EXTENSION TO A POINT IN THE WEST RIGHT OF WAY LINE OF SOUTH ILLINOIS AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 106; THENCE WESTERLY ALONG THE SOUTH LINES OF LOTS 106 THROUGH 108 TO THE SOUTHWEST CORNER OF SAID LOT 108; THENCE SOUTHERLY ALONG THE WEST LINES OF LOTS 1 THROUGH 9 AND LOT A AND THE SOUTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE "GWT ROW"; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID "GWT ROW" TO THE NORTHWEST CORNER OF LOT 1 IN BLOCK 5 IN ARDVILLA HIGHLANDS (DOC. R1922-159689); THENCE NORTHERLY ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1 TO A POINT IN THE NORTH RIGHT OF WAY LINE OF SAID "GWT ROW" TO THE SOUTHEAST CORNER OF LOT 2 IN VANDEKIEFT'S 2ND ASSESSMENT PLAT (DOC. R1962-025403); THENCE NORTHWESTERLY ALONG

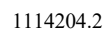
THE SOUTH LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTHERLY ALONG THE WEST LINE THEREOF AND ITS NORTHERLY
EXTENSION TO A POINT ON THE CENTER LINE OF ST. CHARLES ROAD RIGHT OF
WAY; THENCE WESTERLY ALONG SAID CENTER LINE OF ST. CHARLES ROAD
RIGHT OF WAY TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY,
ILLINOIS.

EXHIBIT B

General Street Location

The proposed Redevelopment Project Area is generally described as parcels located on the north and south sides of St. Charles Road from approximately Westmore Avenue on the west and Monterey Avenue on the east.

**VILLAGE OF VILLA PARK
PROPOSED ST. CHARLES ROAD COMMERCIAL CORRIDOR TIF DISTRICT**





MEMORANDUM

TO: Village Board of Trustees

FROM: Vassili Voskresenski, Engineer

DATE: February 26, 2024

SUBJECT: Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement between the Village of Villa Park and Schamberger Bros., Inc. (101 East Hill Street, Villa Park IL 60181)

RECOMMENDED ACTION:

This is an ordinance authorizing the Village President to execute a license agreement for a portion of the Hill Street Right-of-Way between the Village of Villa Park and the owner of the property at 101 East Hill Street to allow for the existing parking lot and fence to remain in place. This agreement will bring the property into compliance and allow the owner to acquire permits to make minor improvements. Staff recommends approval of the ordinance.

BACKGROUND:

The property owner at 101 East Hill Street applied for a permit to make repairs to the gate associated with their fence along the parking lot. At the time of the permit application, staff discovered the existing asphalt parking lot and a chain link fence along the north property line of 101 East Hill Street currently encroach onto Hill Street right-of-way. A license agreement would be needed to bring the encroachment into compliance and allow the business owner permission to repair their gate.

DISCUSSION:

The existing parking at 101 East Hill Street was not constructed per the approved plans in 1972. The northern portion of the parking lot as well as the existing chain link fence are located in Hill Street right-of-way. Hill Street has a rural cross-section with no public sidewalks, so the encroachment is not critical and could remain until the property owner applies for a permit to reconstruct the parking lot and/or fence. The encroachment will be required to be removed from the right-of-way at that time. A license agreement is needed for the continued use of the Right of Way by the licensed property as that has been the Village requirement. The fence would have to be moved back to allow for construction of a sidewalk with adequate room for street improvements within the right-of-way if it was ever required by the Village.

Ordinance No. _____

AN ORDINANCE OF VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING A LICENSE AGREEMENT BETWEEN THE VILLAGE OF VILLA PARK AND SCHAMBERGER BROTHERS, INC.

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the “Village”), owns a Hill Street right-of-way immediately north and adjacent to the property owned and operated by Schamberger Brothers, Inc., (“Schamberger Bros.”) located at 101 East Hill Street, Villa Park, Illinois 60181 (“Property”); and

WHEREAS, the Property is improved with an existing asphalt parking lot and a fence along the north edge of the parking lot of Property that encroaches into the Hill Street right-of-way and Schamberger Bros. desires to continue to use and keep the existing conditions located in the right of way for parking purposes for the Property; and

WHEREAS, in the opinion of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village enter into the License Agreement with Schamberger Bros., for the use of a certain area within the Hill Street right of way in order to allow Schamberger Bros. to continue to use and keep the existing improvements located in the right of way for parking purposes for the Property.

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: That 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: That the License Agreement by and between the Village of Villa Park and Schamberger Brothers, Inc., “Agreement” attached hereto as Exhibit A and made a part hereof, is hereby approved.

Section 3: The Village President is hereby authorized and directed to execute, and the Village Clerk to attest, the Agreement in substantially the form of the Agreement attached hereto as Exhibit A, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any and to take all necessary steps to effectuate the terms thereof.

Ordinance No: _____

Section 4: The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Ordinance and Agreement.

Section 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

Passed this _____ day of _____, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2024.

Village President

Attest:

Village Clerk

Published in pamphlet form:

_____, 2024

Ordinance No: _____

EXHIBIT A
LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the VILLAGE OF VILLA PARK, an Illinois municipal corporation (the "Village"), and SCHAMBERGER BROTHERS, INC. (the "Licensee").

WITNESSETH:

WHEREAS, the Village owns a Hill Street right-of-way immediately north and adjacent to the property located at 101 East Hill Street, Villa Park, Illinois 60181 ("Licensee's Property"); and

WHEREAS, the Licensee's Property is improved with an existing asphalt parking lot and a fence along the north edge of the parking lot of Licensee's Property that encroaches into the Hill Street right of way, as depicted on Exhibit A, which is attached hereto and made a part hereof by reference (the "Licensed Premises"); and

WHEREAS, the Licensee is the owner and operator of Licensee's Property and desires to continue to use the Licensed Premises for parking purposes and to keep the existing pavement and the fence on the Licensed Premises; and

WHEREAS, the Village is willing to grant the Licensee a license for said purposes, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth hereinabove are hereby adopted as findings as if said recitals were fully set forth within this Paragraph 1.
2. The Village hereby grants the Licensee a non-exclusive license to go upon and use the Licensed Premises for parking purposes and keep the existing pavement and fence on the Licensed Premises, subject to the terms and conditions of this License Agreement.
3. Licensee shall only use the property for the purpose of parking and keeping the existing pavement and fence on the Licensed Premises.
4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village and that this License automatically revokes upon the sale of Licensee's property.
5. The Licensee also covenants and agrees to maintain, at their sole cost and expense, the pavement and the fence located on the Licensed Premises in accordance with all applicable ordinances of the Village during the term of this License, and if, at any time, the parking lot is resurfaced or the fence within the area of the Licensed Premises is repaired, Licensee will be required to construct the parking area and fence within the Licensee's Property and outside of the Licensed Premises and the Village's right-of-way. The Licensee shall not make any additional or other improvements to the Licensed Premises without having first obtained the prior written consent of the Village.
6. The Licensee expressly acknowledges that the Village has reserved the right to require the Licensee, at their sole expense, to remove from the Licensed Premises, either temporarily

or permanently, any improvements, structures or obstructions made by the Licensee within thirty (30) days after notice from the Village but in any event upon termination of this License. In the event that Licensee fails to remove any improvements, the Village may remove the same and charge the Licensee with any and all costs and expenses which the Village has incurred or may incur in connection with such removal.

7. Licensee agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from any and all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's use, maintenance or repair of the Licensed Premises, Licensee's negligence or the failure of Licensee to comply with the provisions of this License.

8. (a) In all contracts executed by Licensee for the construction, repair, replacement of any improvement located on the Licensed Premises, including the fence gate, Licensee will require every contractor to indemnify, hold harmless and defend the Village, its officers, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors.

(b) Licensee will further require all contractors to procure and maintain comprehensive policies of insurance, insuring the Village, its officers, employees, agents, successors and assigns, as additional insureds, from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of such contractor(s), or their officers, employees, agents or subcontractors.

9. In addition to termination of this License, as provided hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receives written notice of such default from the Village, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Licensed Premises shall automatically terminate.

10. No waiver of any default of Licensee shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the event therein stated.

11. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

12. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission to the Village or Licensee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Ordinance No: _____

Notices to the Village shall be mailed to:
Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181
Attention: Matthew Harline, Village Manager

Notices to Licensee shall be mailed to:
Schamberger Brothers, Inc.
101 East Hill Street
Villa Park, IL 60181
Attention: Herman M. Schamberger III, President

13. All of the representations and obligations of the Village are contained herein. The Village and Licensee agree that no change or modification to this License, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this License.

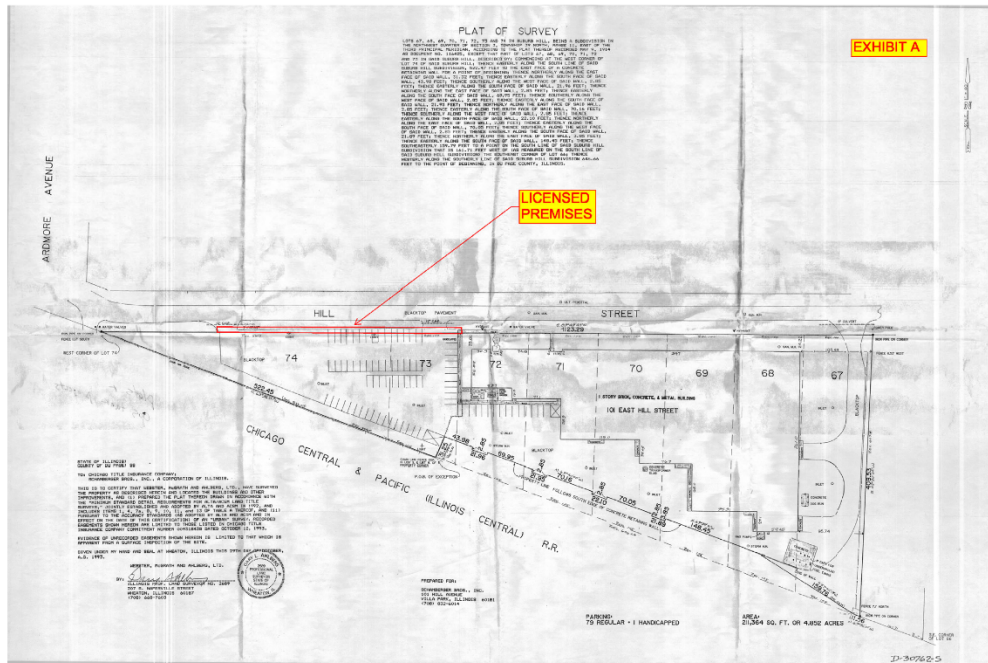
14. The Village and Licensee agree that if any provision of this License is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. This License shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date of complete execution of the License Agreement as indicated on the day and year set forth below.

VILLAGE OF VILLA PARK	SCHAMBERGER BROTHERS, INC.
 _____ Village President	 _____ Herman M. Schamberger III, President
Date: _____	Date: _____
ATTEST:	
 _____ Village Clerk	

EXHIBIT A
LICENSED PREMISES



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the VILLAGE OF VILLA PARK, an Illinois municipal corporation (the “Village”), and SCHAMBERGER BROTHERS, INC. (the “Licensee”).

W I T N E S S E T H:

WHEREAS, the Village owns a Hill Street right-of-way immediately north and adjacent to the property located at 101 East Hill Street, Villa Park, Illinois 60181 (“Licensee’s Property”); and

WHEREAS, the Licensee’s Property is improved with an existing asphalt parking lot and a fence along the north edge of the parking lot of Licensee’s Property that encroaches into the Hill Street right of way, as depicted on Exhibit A, which is attached hereto and made a part hereof by reference (the “Licensed Premises”); and

WHEREAS, the Licensee is the owner and operator of Licensee’s Property and desires to continue to use the Licensed Premises for parking purposes and to keep the existing pavement and the fence on the Licensed Premises; and

WHEREAS, the Village is willing to grant the Licensee a license for said purposes, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth hereinabove are hereby adopted as findings as if said recitals were fully set forth within this Paragraph 1.
2. The Village hereby grants the Licensee a non-exclusive license to go upon and use the Licensed Premises for parking purposes and keep the existing pavement and fence on the Licensed Premises, subject to the terms and conditions of this License Agreement.
3. Licensee shall only use the property for the purpose of parking and keeping the existing pavement and fence on the Licensed Premises.
4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village and that this License automatically revokes upon the sale of Licensee’s property.
5. The Licensee also covenants and agrees to maintain, at their sole cost and expense, the pavement and the fence located on the Licensed Premises in accordance with all applicable ordinances of the Village during the term of this License, and if, at any time, the parking lot is resurfaced or the fence within the area of the Licensed Premises is repaired, Licensee will be required to construct the parking area and fence within the Licensee’s Property and outside of the Licensed Premises and the Village’s right-of-way. The Licensee shall not make any additional or other improvements to the Licensed Premises without having first obtained the prior written consent of the Village.
6. The Licensee expressly acknowledges that the Village has reserved the right to require the Licensee, at their sole expense, to remove from the Licensed Premises, either temporarily

or permanently, any improvements, structures or obstructions made by the Licensee within thirty (30) days after notice from the Village but in any event upon termination of this License. In the event that Licensee fails to remove any improvements, the Village may remove the same and charge the Licensee with any and all costs and expenses which the Village has incurred or may incur in connection with such removal.

7. Licensee agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from any and all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's use, maintenance or repair of the Licensed Premises, Licensee's negligence or the failure of Licensee to comply with the provisions of this License.

8. (a) In all contracts executed by Licensee for the construction, repair, replacement of any improvement located on the Licensed Premises, including the fence gate, Licensee will require every contractor to indemnify, hold harmless and defend the Village, its officers, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors.

(b) Licensee will further require all contractors to procure and maintain comprehensive policies of insurance, insuring the Village, its officers, employees, agents, successors and assigns, as additional insureds, from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of such contractor(s), or their officers, employees, agents or subcontractors.

9. In addition to termination of this License, as provided hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receives written notice of such default from the Village, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Licensed Premises shall automatically terminate.

10. No waiver of any default of Licensee shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the event therein stated.

11. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

12. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission to the Village or Licensee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Notices to Licensee shall be mailed to:
Schamberger Brothers, Inc.
101 East Hill Street
Villa Park, IL 60181
Attention: Herman M. Schamberger III, President

15. This License shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the date of complete execution of the License Agreement as indicated on the day and year set forth below.

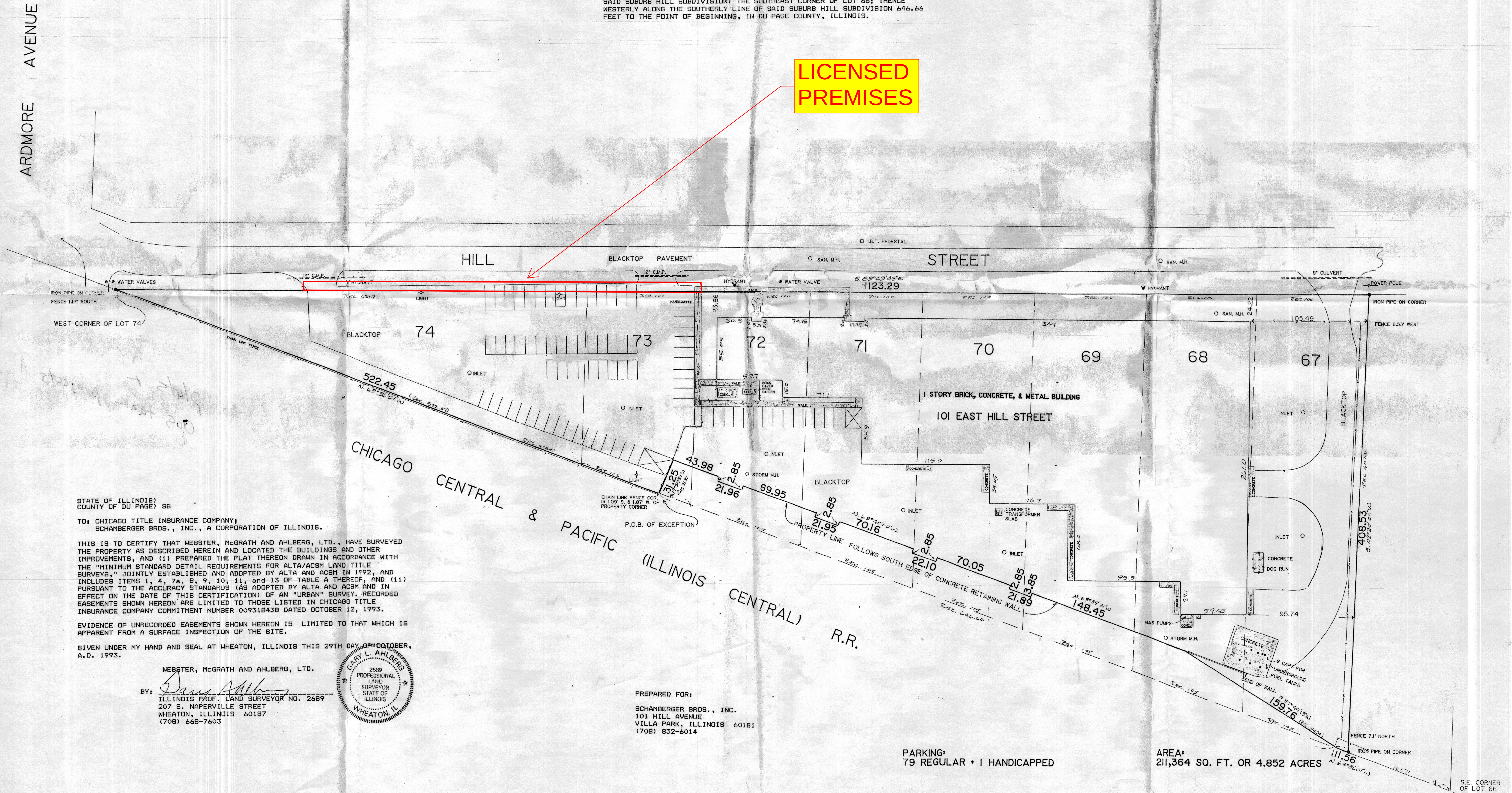
VILLAGE OF VILLA PARK	SCHAMBERGER BROTHERS, INC.
 _____ Village President	 _____ Herman M. Schamberger III, President
Date: _____	Date: _____
 ATTEST:	
 _____ Village Clerk	

LICENSED PREMISES



EXHIBIT A

LICENSED
PREMISES





MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: February 26, 2024

SUBJECT: Resolution Approving renewal of the DuPage County Contract with Al Warren Oil Company, Inc. for the Joint Purchase of Gasoline and Diesel Fuel

RECOMMENDED ACTION:

This resolution is to approve and concur with DuPage County to renew the contract with Al Warren Company, Inc. for the joint purchase of gasoline and diesel fuel. The pricing, terms and conditions as required by the specifications will remain the same as last year. The Fleet Department utilizes this bid currently for its purchase of fuels and has found the pricing to be the same as other joint purchase contracts. Staff recommends approval of this resolution to allow for the continued purchasing of fuel from Al Warren Oil Company, Inc. for 2024.

BACKGROUND:

The Village has utilized the DuPage County Joint Fuel Bid to purchase Gasoline and Diesel Fuel for its fleet. The majority of the agencies in joint purchase have agreed to renew with Al Warren Oil Company, Inc. as they agreed to keep the same pricing, terms and conditions as last years bids. In order to utilize this contract for 2024, the Village needs to approve the renewal and inform DuPage County within 90 days of County Board approval. They estimate the Board will approve the renewal option during their March 12th meeting.

DISCUSSION:

The not to exceed amount is equal to the amount budgeted for fuel by the Village for 2024.

Resolution No. _____

**A RESOLUTION AUTHORIZING DUPAGE COUNTY GASOLINE
AND DIESEL PROCUREMENT JOINT PURCHASE**

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, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary, and in the public interest that the Village establishes an open purchase order for the supply of gasoline and diesel fuel for the Village’s fleet; and

WHEREAS, DuPage County (the “County”) publicly bid its gasoline and diesel fuel purchase under bid number #23-011-DOT and, awarded the contract the lowest responsible bidder, Al Warren Oil Company (“Warren Oil”) of Hammond, Indiana (“DuPage County Contract”); and

WHEREAS, the Dupage County Contract allows for joint purchasing by other taxing bodies; and

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

WHEREAS, after consideration of the County’s program and the DuPage County Contract, a majority of the corporate authorities find it in the Village’s best interest to establish an open purchase order for the purchase of gasoline and diesel fuel for the year 2024 from Warren Oil in an amount up to the budgeted amount not to exceed \$290,000.00 Dollars be awarded in accordance with the DuPage County Contract specifications.

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: It is hereby determined that it is advisable, necessary and in the public interest that the Vilalge purchase gasoline and diesel fuel for the Village’s fleet in an amount not to exceed the budgeted amount of \$290,000.00 Dollars and to establish an open purchase order for the purchase of gasoline and diesel fuel for the year 2024 from Al Warren Oil Company of Hammond,

Resolution No. _____

Indiana, in accordance with the DuPage County Contract specifications.

Section 3: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2024.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DU PAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before February 28, 2023, at 2:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: Gasoline and Diesel Fuel 23-011-FM Bid document, including specifications, may be obtained from the Finance Department by email at Valerie.calvente@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

Due to the Covid-19 crisis, here are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions and electronic signatures.
- 3) Bids do not have to be notarized before submission.

Date	Bid Event Activity
February 6, 2023	Legal Notice Advertisement Placed
February 14, 2023 4:00 p.m.	Questions due to Buyer via email: Valerie.calvente@dupageco.org
February 16, 2023 4:00 p.m.	Final Q&A Addendum Published
February 28, 2023 2:30 p.m.	Submittals Due to Finance Office

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SECTION 1 – PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
	1. Original signed bid with one (1) PDF on Flash Drive 2. Bid Form Pricing 3. Bid Form Signature Page 4. Mandatory Form 5. W-9 6. Required Vendor Ethics Disclosure Statement 7. Joint Purchasing Agreement 8. References

AWARDED CONTRACTOR REQUIREMENTS	
Certificate of Insurance	Due within 15 days of Notice of Award
Awarded Vendor Questionnaire	Due within 60 days of Notice of Award https://mwv.dupageco.org/
Illinois Secretary of State Corporate/LLC Certificate of good standing for current year	Due within 15 days of Notice of Award http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6210 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
 - b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
 - c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
 - d) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:**

- a) By the Bidder: Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.
 - b) By the County: The County may withdraw Bids at any time, for any reason, prior to execution of the Contract.
- 8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) DISCLOSURE OF CONTENTS: All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) COMPLIANCE WITH ILLINOIS STATE LAW: By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

19) PREVAILING WAGE: Prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor may apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. You must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at <https://www.dupageco.org/Finance/Procurement/1316/> or you may use your own format containing the same information with pre-approval by the Procurement Officer (submit sample with bid).

The Contractor is aware that Prevailing Wage Rates may apply to some or all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless the County, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to the County for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from the County, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as

determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) **CONTRACT TERM AND RENEWAL**

This contract shall be effective for a one-year (1) term period with a start date of 04/01/2023 and a completion date of 03/31/2024.

The contract shall be subject to three (3) additional one-year term period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

4) **SPLIT BIDS:** Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

5) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract.
- b) The Contractor fails to adequately perform the services set forth of this contract.
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract.
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

- a) Cancel the contract.
- b) Reserve all rights or claims of damage for breach or any covenants of the contract.
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

6) **PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

7) **DELIVERY REQUIREMENTS:**

All purchases must be delivered to the receiving dock, (address), or as otherwise specified by Buyer.

- a) Seller will notify Buyer if Seller is not able to fulfill the complete Purchase Order by the requested date in the stated quantities. Buyer will then determine whether the changes are acceptable or if the Purchase Order will be cancelled and issued to a different supplier.
- b) Seller will notify Buyer before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Seller.

EXTENDED WARRANTY OPTIONS: Attach additional information, if available, to your bid submittal.

PAYMENTS: Separate invoices shall be required for each County of DuPage department and municipalities participating in the purchase.

CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

VENDOR QUESTIONNAIRE: In accordance with 35 ILCS 200/18-50.2, DuPage County is required to collect and electronically publish data from all vendors and subcontractors as to (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/01 et seq.) and (2) whether the vendor or any subcontractors hold any certifications for those categories or if the vendor or subcontractors are self-certifying; if self-certifying, the vendor and subcontractors shall disclose if they qualify as a small business under federal Small Business Administration standards. Following award of a contract by DuPage County, the awarded vendor must complete the requested information for itself, and each subcontractor must separately complete the following information to perform work under this contract within 60 calendar days of the date of award.

SECTION 5 – INSURANCE REQUIREMENTS

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$2,000,000
5. *Business Auto Liability	\$1,000,000
* ALSO Required in addition to a Certificate of Insurance	
1) An Additional Insured Endorsement as well as endorsements for:	
2) Waiver of Subrogation and	
3) Insurance is Primary and Non-Contributory to additional insured insurance coverage	

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: valerie.calvente@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

I. SCOPE

DuPage County ("County") is seeking a contractor to furnish and deliver Gasoline & Diesel Fuel for DuPage County Transportation, Public Works, Facilities Management, and the County's Municipal Partners. The bid will establish services rates and material mark-up and/or discount percentages that are all inclusive, i.e., no additional fuel surcharges, truck fees, delivery charges, blending charges, etc.

The following fuel shall be provided and delivered F.O.B. to the County's various locations and municipal partners.

- No Lead reformulated gasoline with ethanol (87 and 89 octane)
- Ultra-Low Sulfur Diesel (Grade 1 and Grade 2)
- Winter premium Additized diesel fuel
- Off-road diesel fuel (Red dyed)
- Biodiesel (2%, 5%, 11%, and 20% blends)

Octane Ratings and Grade

TYPE	MINIMUM OCTANE RATING OR GRADE
Regular Reformulated Gasoline w/ethanol	87
Midgrade Reformulated Gasoline w/ethanol	89 (May be a blend of 87 and 93 octane)
Ultra-Low Sulfur No. 2 Diesel Fuel	Minimum Cetane Rating: 45 Flash Point:130° F
Ultra-Low Sulfur No. 1 Diesel Fuel	Minimum Cetane Rating: 45 Flash Point:130° F
Winter Premium Additized Diesel Fuel	Cold Filter Plug Test To -20° F to -25° F
Bio-Diesel Blend 20% (B20) 11% (B11) 5% (B5) 2% (B2)	• Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel. Bio-Diesel must meet or exceed ATSM D-6751 standard for bio-diesel fuel. Contractor or supplier responsible for blending the fuel must have at least two (2) years of year-round experience blending soy biodiesel. • Biodiesel must be treated with an additive package giving the fuel the following characteristics – minimum CFPP of -20° F • De-icer agent that prevents water up to .01% by volume from freezing to a temperature of -45° F • Lubricity protection of 5,000+ on the Scuffing Load BOCLE test • Minimum of 45 Cetane rating • Detergent to clean fuel injectors and provide fuel stability more than 12 months
Red Dyed Off-Road Diesel No. 2	Minimum Cetane Rating: 45 Flash Point: 130° F

Contractor shall provide a list of fuel brands and fuel additive packages currently supplied. Upon request, contractor may change brand or package that meets the requirements specified herein. Change in fuel brand or fuel additive shall be approved by the County and municipalities prior to delivering fuel or fuel containing the additive package. The County reserves the right to reject any changes in fuel brand for fuel additives.

II. LOCATIONS

COUNTY

- DuPage County Division of Transportation
- DuPage County Facilities Management
- DuPage County Public Works (Green Valley and Knollwood locations)

MUNICIPALITIES

- DPC Airport
- Darien
- Downers Grove (Village)
- Elmhurst
- Glen Ellyn
- Hanover Park
- Hinsdale
- Lisle (Village)
- Lisle (Township)
- Lombard
- Naperville (18 different locations)
- Oakbrook
- Schaumburg
- Villa Park
- Westmont
- Wheaton
- West Chicago

III. QUALITY CONTROL

The Customer reserves the right to sample delivered fuel in any manner for quality control in any manner or testing purposes.

IV. VOLUME MEASURE

In all transactions of which these specifications are a part, a gallon is defined as a volume of 231 cubic inches at a standard temperature of sixty (60) degree Fahrenheit.

V. ADDITIONAL SERVICES

Contractor shall provide pre-winter audits on all above and below-ground tanks, to include the following at no additional charge.

- Provide a tank bottom sampler device, such as a Bacon Bomb, to check for presence of water and bacteria in the underground tanks using a sample from the bottom of each tank.

- Treating tank(s) found to contain bacteria with a biocide.
- Providing the County and municipalities with detailed copy of each site's tank audit, including site address, fill condition, amount of standing water in spill basket, presence of bacteria, fill cap tightness and list of recommendations.

VI. TAXES

DuPage County

DuPage County is exempt from payment of the taxes listed below. It is a requirement of this contract that the supplier / contractor does not charge these taxes. It will be the responsibility of the contractor to file appropriate paperwork for the refund of any taxes.

- Illinois Motor Fuel Tax: Gasoline
- Illinois Motor Fuel Tax: Diesel
- Illinois Underground Storage Tank Tax
- Environmental Impact Fee
- Illinois Retailer's Occupation Tax
- DuPage County Tax
- Federal Excise Tax

County Municipalities

Municipalities may or may not be exempt from payment of the taxes listed below. It is a requirement of this contract that the supplier / contractor confirm tax exempt status with the municipalities. The contractor shall be responsible to file appropriate paperwork for the refund of any taxes.

- Illinois Motor Fuel Tax: Gasoline
- Illinois Motor Fuel Tax: Diesel
- Illinois Underground Storage Tank Tax
- Environmental Impact Fee
- Illinois Retailer's Occupation Tax
- DuPage County Tax
- Federal Excise Tax

VII. DELIVERY

Delivery loads may vary, and contractor shall accommodate any delivery restrictions or requirements listed in the delivery location section of the County and each municipalities order form. For instance, DuPage County Facilities Management requires Biocide to be added to delivery shipment. Therefore, a separate line item shall be included on the ordering form.

Orders shall be placed by the County and municipalities via telephone or email. Deliveries shall be made within twenty-four (24) hours of placing an order. Should the contractor fail to deliver within twenty-four hours, the County and municipalities reserves the right to make necessary purchase elsewhere. In case of failure to deliver, additional cost of purchase shall be charged against the contractor by deducting the amount from any monies, which may be due or become due.

Tanks shall be dipped before and after each delivery to verify delivery load. The customer reserves the right to require authorized personnel be present.

Delivery vehicles must be compatible with the Stage II vapor recovery USTS.

The contractor shall agree to Saturday, Sunday and holidays delivery should an emergency exist. The purchasing representative reserves the right to declare that such a situation does indeed exist.

Awarded contractor shall be required, upon delivery, to pump fuel into the County's or municipalities storage tanks. It is the responsibility of awarded contractor to supply pumps, hoses, or whatever is needed to appropriately pump the fuels into the storage tanks.

Delivery Requirements

Location	Hours / Delivery Restrictions
City of Darien 1041 S. Frontage Road, Darien, IL 60561	Monday – Friday: 7:00 am – 3:00 pm (unless otherwise necessary) No Delivery Restrictions
Village of Downers Grove 5101 Walnut Avenue, Downers Grove, IL 60515	Monday – Friday: 7:00 am – 5:00 pm preferred, 24/7 & before/afterhours delivery acceptable with notification to and approval of Streets Superintendent No Delivery Restrictions
DuPage Airport Authority 1575 DuPage Drive, West Chicago, IL 60185	Monday – Friday: 7:00 am – 3:30 pm. Driver requires escort into restricted and fenced fuel arm.
DuPage County 1575 DuPage Drive, West Chicago, IL 60185 – Airport 200 N County Farm Road, Wheaton, IL 60187 – Division of Transportation 410 County Farm Road, Wheaton, IL 60187 – Facilities Management 11S175 Madison Street, Burr Ridge, IL 60517 – Public Works – Knollwood Facility 7900 S. Route 53, Woodridge, IL 60517 – Public Works – WGV Facility	Monday – Friday: 7:00 am – 3:30 pm. Driver requires escort into restricted and fenced fuel arm. Monday – Friday: 6:00 am – 2:30 pm No Delivery Restrictions Delivery hours: Monday – Friday: 24/7 Large above-ground tanks at SE side of building Max load: Typically, 7,500 gallons Monday – Friday: 7:00 am – 2:00 pm No Delivery Restrictions Monday – Friday: 7:00 am – 2:00 pm No Delivery Restrictions
City of Elmhurst 985 S. Riverside Drive, Elmhurst, IL 60126	Monday – Friday: 7:00 am – 3:00 pm Must be delivered by Pumper Truck

Location	Hours / Delivery Restrictions
Village of Glen Ellyn 30 S. Lambert Road, Glen Ellyn, IL 60137	Monday – Friday: 7:00 am – 3:00 pm No Delivery Restrictions
Village of Hanover Park 2041 W. Lake Street, Hanover Park, IL 60133	Monday – Friday: 7:00 am – 3:30 pm No Delivery Restrictions
Village of Hinsdale 225 Symonds Drive, Hinsdale, IL 60521	Monday – Friday: 7:00 am – 3:30 pm No Delivery Restrictions
Village of Lisle 4907 Yackley Avenue, Lisle, IL 60532 4719 Indiana Avenue, Lisle, IL 60532 – Lisle Township	Monday – Friday: TBD The Village accepts a maximum delivery of 8,000 gallons of product. The Village's delivery location can accommodate a standard gasoline delivery vehicle. Monday – Friday: 7:00 am – 2:30 pm No Delivery Restrictions
Village of Lombard 255 E. Wilson Avenue, Lombard, IL 60148	Monday – Friday: 7:00 am – 3:30 pm No Delivery Restrictions
City of Naperville 180 Fort Hill Drive, Naperville, IL 60540 400 Eagle Street – Indoor 400 Eagle Street – Outdoor Naperville, IL 60540 511 N. River Road, Naperville, IL 60540 1006 Whispering Hills, Naperville, IL 60540 1200 W. Ogden, Naperville, IL 60563	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tanker Delivery truck. Max load: 8,000-gallons Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon delivery truck. Max load: 100-gallons indoor tank / 150-gallons outdoor tank Monday – Friday: 7:00 am – 2:30 pm. Must have 24 HR notice to gain access to generator site. Must be delivered by Tank Wagon delivery. Max load: 200-gallons Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon delivery. Max load: 500-gallons Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 300-gallons

Location	Hours / Delivery Restrictions
1303 Clyde Drive, Naperville, IL 60565	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Tank Wagon Delivery Required. Max load: 300-gallons
1350 Aurora Avenue, Naperville, IL 60540	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max Load: 1,500-gallons
1380 Aurora Avenue, Naperville, IL 60540	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tank Wagon. Max load: 3,000-gallon
1392 Aurora Avenue, Naperville, IL 60540	Monday – Friday: 7:00 am – 2:30 pm. Tanker delivery required. Max load: 8,000 Gallons
1392 Aurora Avenue – Indoor 1392 Aurora Avenue – Outdoor Naperville, IL 60540	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tank Wagon. Max Load: 100-gallons indoor tank / 150-gallons outdoor tank
1593 Naper Boulevard, Naperville, IL 60565	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 500-gallons
1608 Diehl Road, Naperville, IL 60563	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 350-gallons
1699 Ranchview Drive, Naperville, IL 60565	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 500-gallons
1800 S. Washington Street, Naperville, IL 60565	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 1,000-gallons
1870 E. 111 th Street, Naperville, IL 60564	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 250-gallons
2812 W. 103 rd Street, Naperville, IL 60564	Monday – Friday: 7:00 am – 2:30 pm. Generator site, must have 24 HR notice to gain access. Must be delivered by Tank Wagon. Max load: 300-gallons
3620 Plainfield-Naperville Road, Naperville, IL 60564	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tank Wagon. Max load: 300-gallons

Location	Hours / Delivery Restrictions
3816 Naper-Plainfield Road, Naperville, IL 60564	Monday – Friday: 7:00 am – 2:30 pm. Must be delivered by Tank Wagon. Max load: 1,800-gallons
Village of Oak Brook 3003 Jorie Boulevard, Oak Brook, IL 60523	Monday – Friday: 8:00 am – 2:00 pm No Delivery Restrictions
Village of Schaumburg 714 S. Plum Grove Road, Schaumburg, IL 60193	Monday – Friday: 8:00 am – 3:00 pm Max load: 8,500-gallons of Unleaded or 7,500-gallons of Diesel
Village of Villa Park 100 W. Home Avenue, Villa Park, IL 60181	Monday – Friday: 7:30 am – 3:00 pm No Delivery Restrictions
Village of West Chicago 135 W. Grand Lake Boulevard, West Chicago, IL 60185	Monday – Friday: 7:00 am – 3:00 pm No Delivery Restrictions
Village of Westmont 6015 S. Cass Avenue, Westmont, IL 60559	Monday – Friday: TBD No Delivery Restrictions
City of Wheaton 821 W. Liberty Drive, Wheaton, IL 60187	Monday – Friday: 7:00 am – 3:00 pm No Delivery Restrictions

VIII.SPILLAGE AND CLEAN-UP

The contractor shall be responsible for spillage, which may occur during transit, loading or unloading operations.

- Contractor shall immediately report any spillage to the County and municipalities and clean-up the spillage within twenty-four (24) hours of the time of spillage, or other time as specified by County and municipalities.
- Clean-up shall be performed in accordance with EPA and the State of Illinois guidelines and requirements. Failure to do so will initiate corrective action and charge back to the contractor any costs incurred.
- The County and municipalities reserve the right to deny delivery vehicles that are leaking fuel or other hazardous materials access. The contractor will be notified of any denied access and shall make delivery within one (1) working day of notification.

IX. MATERIAL SAFETY DATA SHEETS

Contractor shall supply a copy of all applicable Material Data Safety Sheets to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200 or the most recent update for items purchased.

Physical and Chemical Properties

All fuel shall meet current State of Illinois and EPA specifications in effect at time of delivery for on-highway use fuel. This includes, but is not limited to, State of Illinois requirements for biodiesel and Federal requirements for Ultra Low Sulfur Diesel and E-85 Ethanol.

- Gasoline – Gasoline shall meet current ASTM D4814 standards. Ethanol shall meet current ASTM D4806 standards. Blending must meet the property limits set forth in ASTM D5798 Standard Specification for Fuel Ethanol (Ed75-Ed-85) for Automotive Spark - Ignition Engines. Fuel quality standards for regular grade unleaded is 87 octane RFG Ethanol (10%) to be measured by Road Octane Rating (research octane plus motor octane divided by 2); lead 0:01 grams per gallon; 62 API gravity. Gasoline shall meet the provisions of the "Federal Clean Air Act" effective January 1, 1995, and any other subsequent revisions as amended.
- Ultra-Low Sulfur Diesel ("ULSD") shall comply with the ANSI/ASTM Standard Specifications D4814 92A, or the latest revision thereof, and must meet all federal and state standards in place at the time of delivery. All necessary ULSD injector related lubricity additives are to be added at the fuel terminal prior to delivery. Any No. 1 diesel added to ULSD during the winter driving season must be rated as No. 1 ULSD road diesel.
- Biodiesel – All biodiesel must meet the ASTM D6751 standard, and any Biofuels used in the Biodiesel product must be new, virgin soybean-based Soy Methyl Esters ("SME"), with no exceptions. The use of any animal fat based or used bio stock is not accepted. All ultra-low sulfur diesel must meet the ASTM D975 standards.
- The gasoline and diesel fuel must be free of any suspended materials and any trace of water.

Bids shall be accompanied by ASTM specifications of products quoted, including the brand and trade name under which it is sold, if this is applicable to the supplier.

Products quoted shall be the same normally sold by the contractor. All tests shall be conducted according to the most current ASTM methods. In addition, for winter diesel blend fuel the following additives must be present:

- Anti-gel Additive
- Cold flow improvers shall be added to reduce the cloud point and pour point based on Low Temperature Flow Test ("LTFT") and ASTM D-4539. Each bidder shall state the lower cloud point and pour point based on the LTFT test, if available.
- The above additives listed shall have been tested and in use for a minimum of two years in a blending program that has been proven to perform with other customers. Please list these customers on the reference sheet.

The fuel supplier shall provide a program that includes checking for water in the fuel system at each bulk delivery and evacuating any water when necessary.

X. QUANTITIES

Quantities listed are approximate amounts based on normal usage for a one (1) year period. The County or municipalities shall not be obligated to buy exact quantities listed. All orders will be issued on an "as needed" basis. Max load is not an indication the County and municipalities will require at the time of ordering / delivery and will vary.

XI. PAYMENT AND INVOICING

- Contractor shall submit invoices in duplicate, accompanied by the supplier's Original and Signed delivery ticket. Invoices shall reference the Contract number assigned to that location which delivery is made.
- The figure submitted shall include the amount it is subtracted or added from the Low Chicago Rack Base Published price from Oil Price Information Service ("OPIS") on date of delivery.
- When invoicing, a copy of the Low Chicago Rack Base OPIS published price list shall be included on day of delivery and included with each invoice, and price used highlighted.

Bid Award Criteria

The County and each municipality may award contracts separately, awards may be issued by group, category or to take the lowest average of both, or award individual bids to more than one contractor if it is deemed to be in the best interest of the municipality.

XII. PRICING

Fuel bid prices shall be stated as a percentage (%) mark-up (+) or discount (-) the OPIS gross wholesale price for the Low Chicago Rack Base published price. Contractor agrees to furnish a price sheet verifying the Rack Price on delivery date from supplier with each invoice. Pricing shall be inclusive. No additional fuel surcharges, truck fees or charges are allowed. No increase shall be permitted for overhead, labor, profit, or transportation delivery to destination during the term of the contract. Pricing shall include F.O.B. destination.

Listed below are requirements of DuPage County departments and municipalities. Pricing shall include requirements.

- DuPage County Facilities Management requires Biocide added to shipment. Awarded contractor shall include a separate line item in Bid Form Pricing listed as price per gallon for biocide additive.
- Cetane shall be a minimum rating of 45.
- DuPage County Division of Transportation and municipalities may want to change the blend ratios based on predicted temperatures. There shall be no additional blending fees. Pricing shall be based on the appropriate quantities of the blend requested.

DuPage County Joint Fuel Purchase

Order Form

Note: Complete one (1) form per location

Contact Information:

Municipality: Village

Contact Name: John Doe

Contact Email Address: John.Doe@village.gov

Billing Address: 123 Main Street, Anytown, IL 00000

Delivery Address: 456 Main Street, Anytown, IL 00000

Delivery Hours: M-F 8:00 AM to 3:00 PM

Delivery Restrictions: Max load 8,500 gals of Unleaded or 7,500 gals of diesel
(Truck size, Max load size etc...)

Fuel Information:

Fuel Type	Estimated yearly Qty	Tank Capacity	Above/Below Ground Tank	Blend Ratio
Gasoline – 87 Octane	150,000 Gals	Two 10,000 Gal Tanks	Below	100%
Gasoline – 89 Octane				100%
ULSD #1				100%
ULSD #2	65,000 Gals	One 10,000-Gal tank	Below	100%
ULSD + Winter Additive				100%
ULSD Blended				% #1 / % #2
Biodiesel				B2 B5 B11 B20
Off-road Diesel				100%
Biocide Additive				

SECTION 7 - BID FORM PRICING

Contractor shall provide price added to the OPIS LOW Chicago Rack Base Published price list for January 15, 2023.

Cetane requires a minimum rating of 45, price shall include any percent mark-up/discount.

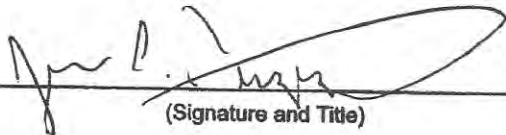
NO.	ITEM	UOM	QTY	OPIS PRICE	MARK-UP (+) or DISCOUNT (-) %	UNIT PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819,457	\$ 2.2887	+ .045 %	\$ 2.3337	\$ 1,912,366.80
2	Gasoline - 89 Octane*	GAL	558,000	\$ 2.5167	< .0165 %	\$ 2.5002	\$ 1,395,111.60
3	Ultra-Low Sulfur Diesel #1**	GAL	16,458	\$ 3.9798	+ .2000 %	\$ 4.1798	\$ 68,791.15
4	Ultra-Low Sulfur Diesel #2**	GAL	337,500	\$ 2.9585	+ .0450 %	\$ 3.0035	\$ 1,013,681.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97,500	\$ 3.0021	+ .0450 %	\$ 3.0471	\$ 297,090.25
6	Ultra-Low Sulfur Diesel Blended 80/20	GAL	61,000	\$ 3.1628	+ .0450 %	\$ 3.2078	\$ 195,675.80
7	Biodiesel - B2	GAL	88,600	\$ 2.9555	+ .0450 %	\$ 3.0005	\$ 265,844.30
8	Biodiesel - B5	GAL	165,462	\$ 2.9530	+ .0450 %	\$ 2.9980	\$ 496,055.08
9	Biodiesel - B11	GAL	15,000	\$ 2.9640	+ .0450 %	\$ 3.0090	\$ 45,135.00
10	Biodiesel - B20	GAL	60,000	\$ 2.9855	+ .0450 %	\$ 3.0305	\$ 181,830
11	Off-Road Diesel with Winter Additive	GAL	100,000	\$ 3.0154	+ .1000 %	\$ 3.1154	\$ 311,540
12	Off-Road Diesel	GAL	26,473	\$ 2.9635	+ .1000 %	\$ 3.0635	\$ 81,100.04
13	Biocide Additive	GAL		\$	+ .0500 %	\$	\$
If a discount of OPIS Price, please note _____							
GRAND TOTAL							\$ 6,264,223.37
GRAND TOTAL (In words) Six Million two hundred sixty four thousand two hundred twenty three + 37/100 thirty seven cents							

*89 Octane may be a blend of 87 Octane and 93 Octane gasoline.

**Blended Ultra-Low Sulfur Diesel shall be an option and shall be invoiced at the appropriate quantities of the blend requested. For example, a 10,000-gallon order of 80% Ultra-Low Sulfur Diesel #2 and 20% Ultra-Low Sulfur Diesel #1 shall be invoiced as 8,000-gallons of Ultra-Low Sulfur Diesel #2 and 2,000-gallons of Ultra-Low Sulfur Diesel #1.

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X  CFO
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 23rd day of FEBRUARY AD, 20 23

Michelle M. Weir My Commission Expires: 01/11/24
(Notary Public)



**SECTION 9 - MANDATORY FORM
GASOLINE AND DIESEL FUEL 23-011-FM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	A1 Warren Oil Co Inc.		
Main Business Address	1646 Summer St.		
City, State, Zip Code	Hammond IN 46320		
Telephone Number	630-484-4368	Email Address	aberg@a1warrenoil.com
Bid Contact Person	Arnie Berg		

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
 ☐ a Member authorized to sign on behalf of the Partnership
 ☒ an Officer of the Corporation
 ☐ a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Thomas A. Warren</u> (President or Partner)	<u>Thomas A. Warren</u> (Vice-President or Partner)
<u>Lawrence A. Piszczor</u> (Secretary or Partner)	<u>Thomas A. Warren</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, 2, and issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Al Warren Oil Co Inc.	NAME	Al Warren Oil Co Inc.
CONTACT	Arnie Berg	CONTACT	AWOC Billing@alwarrenoil.com
ADDRESS	1646 Summer St.	ADDRESS	P.O. Box 2279
CITY ST ZIP	Hammond IN 46320	CITY ST ZIP	Hammond IN 46323
TX	630-484-4368	TX	219-228-5060
FX	630-971-8301	FX	219-852-6010
EMAIL	a.berg@alwarrenoil.com	EMAIL	awocbilling@alwarrenoil.com
COUNTY BILL TO INFORMATION:		COUNTY SHIP TO INFORMATION:	
Various Locations		Various Locations	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

3. JOINT PURCHASING AGREEMENT

This form can be found attached.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>AL Warren Oil Co Inc.</u>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. <u>1646 Summer St.</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Hammond Indiana 46320</u>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <u>[Signature]</u>	Date ► <u>01-01-2023</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2/23/23

Bid/Contract/PO #: has + final 23-011 - FM

Company Name: <u>Al Warren Oil Co Inc.</u>	Company Contact: <u>Arne Berg</u>
Contact Phone: <u>630-484-4368</u>	Contact Email: <u>aberg@alwarrenoil.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Title

Date

[Signature]
Jerry P. Szcior
CEO
2/23/23

Attach additional sheets if necessary. Sign each sheet and number each page. PAGE 1 OF 1 (total number of pages)

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES X NO _____

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

SECTION 10 - REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	Village of Addison
ADDRESS:	1491 Jeffrey
	Addison IL 60101
CONTACT PERSON:	Dominic Macri
TELEPHONE NUMBER:	331-254-0423

COMPANY NAME:	Forest Preserve of DuPage County
ADDRESS:	29W 220 Mack Rd.
	West Chicago, IL 60185
CONTACT PERSON:	Drew Bergenthal
TELEPHONE NUMBER:	630-580-7102

COMPANY NAME:	Village of Glenview
ADDRESS:	2498 E. Lake Ave.
	Glenview, IL 60026
CONTACT PERSON:	Gil Taylor
TELEPHONE NUMBER:	847-376-0145

SAMPLE
SECTION 11 - SAMPLE CONTRACT AGREEMENT
CONTRACT XX-XXX-XXX BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid XX-XXX-XXX for its Department of _____, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a ____ year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

- 4.0 **BID PRICES AND PAYMENT**
- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.
- 5.0 **AMENDMENTS**
- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.
- 6.0 **CONTRACT ENFORCEMENT – ATTORNEY’S FEES**
- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 7.0 **SEVERABILITY CLAUSE**
- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.
- 8.0 **GOVERNING LAW**
- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
- 9.0 **ENTIRE AGREEMENT**
- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

SIGNATURE

Mary Catherine Wells

PRINTED NAME

Acting Chief Procurement Officer

PRINTED TITLE

DATE

By: **SAMPLE CONTRACT – DO NOT SIGN** _____

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

GASOLINE AND DIESEL FUEL 23-011-DOT
ADDENDUM 1

1. Procurement will accept electronic bid submissions via email and electronic signatures. Provide details for electronic bid submissions.

Answer: Bid can be submitted three (3) ways, 1) Hand or 2) Courier Service delivered to DuPage County, Finance – Procurement 3-400, 421 N. County Farm Road, Wheaton, IL 60187-3978 or 3) Electronically – Procurement will accept electronic bid submission and electronic signature sent to Buyer at valerie.calvente@dupageco.org.

2. Provide the tank size per location?

Answer: The County and municipalities shall provide the tank size per location to awarded Contractor.

3. Provide the estimated usage per location?

Answer: See page 5 – Participating Agencies Estimated Annual Expenditures.

4. Could you please send the product needed per location?

Answer: See page 5 – Participating Agencies Estimated Annual Expenditures.

5. Would the County and municipalities consider splitting the award for transport locations and tank wagon locations?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

6. If a bidder were to bid on just Transport locations, would the bidder be considered for award?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

7. Clarify that the County and all Municipalities are exempt from paying all taxes? Historically, all Municipalities in Illinois are exempt from Federal Motor Fuel Taxes and Sales Tax, but not other taxes.

Answer: DuPage County is exempt from payment of the taxes listed below. It is a requirement of this contract that the supplier / contractor does not charge these taxes. It will be the responsibility of the contractor to file appropriate paperwork for the refund of any taxes.

- Illinois Motor Fuel Tax: Gasoline
- Illinois Motor Fuel Tax: Diesel
- Illinois Underground Storage Tank Tax
- Environmental Impact Fee
- Illinois Retailer's Occupation Tax
- DuPage County Tax
- Federal Excise Tax

Municipalities may or may not be exempt from payment of the taxes listed below. It is a requirement of this contract



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

that the supplier / contractor confirm tax exempt status with the municipalities. The contractor shall be responsible to file appropriate paperwork for the refund of any taxes.

8. Instead of a fixed mark-up price per gallon for the duration of the contract, you are looking for a % off the OPIS price, which can be variable throughout the contract?

Answer: For comparison, the County is requesting bidders to provide the OPIS LOW Chicago Rack Base Published price from January 15, 2023, and bidders Mark-up (+) or Discount (-) to determine the Unit Price and Extended Price. The County shall pay the published OPIS price with the applied Mark-up or Discount on day of fuel order is requested.

9. Provide Bid Tabs for current contract in place from previous bid.

Answer: See page 6 – 19-011-DOT Bid Tab.

10. May I please get a copy of the most recent fuel invoice and supporting Bill of Lading for each location?

Answer: The County and Municipalities are unable to provide a copy of the most recent fuel invoice and supporting Bill of Landing for each location as this would take considerable time.

11. If a split occurs, how many sites are allowed to be split per delivery?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

12. If a split occurs, how many products are allowed to be split per delivery?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

13. How often are deliveries split between multiple locations?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

14. How often are deliveries split with multiple products?

Answer: Each municipality shall award to the vendor that best suits its needs. Municipalities have the option to split an award. Municipalities can award one (1) or multiple vendors.

15. Are any locations not able to receive a transport delivery (18-wheel truck)? If so, which locations?

Answer: See pages 19 – 22 Delivery Requirements for any delivery restrictions.

16. Which locations can only be serviced via small tank wagon truck?

Answer: See pages 19 – 22 Delivery Requirements for any delivery restrictions. Tank wagon restrictions are listed if applicable.

17. For the fuel type 'Winter Premium Additized Diesel Fuel', does the county wish to use ULSD Winter #2 fuel type?

Answer: Yes, the County wishes to use ULSD Winter #2 fuel type for "Winter Premium Additized Diesel Fuel.

18. For the fuel type 'Winter Premium Additized Diesel Fuel', does the county wish to use an additive blended at the rack to achieve winterization of diesel?

Answer: Bidder may suggest additional options to the County as an added value.



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

19. How does the County winterize diesel during the winter?

Answer: The County currently order ULSD #2 with winter additive.

20. Which facilities will require a biocide additive?

Answer: DuPage County Facilities is the only facility that has indicated that require a biocide additive to all Off-Road Diesel deliveries. Municipalities may or may not have an option to include biocide.

21. What are the payment terms for this solicitation?

Answer: The County and Municipalities shall pay all invoices pursuant to 50 ILCS 505, "Local Prompt Payment Act".

22. May bidders submit a per gallon markup or discount instead of a percentage-based markup or discount?

Answer: No, bidder may not submit a per gallon Mark-up or Discount instead of percentage-based Mark-up or Discount.

23. Can the vendor indicate which OPIS product the diesel products are to be priced on?

Answer: The vendor shall provide price the product based on the OPIS LOW Chicago Rack Base Published price from January 15, 2023, for each product.

24. What OPIS product will the B2 diesel be priced on?

Answer: Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel.

25. What OPIS product will the B5 diesel be priced on?

Answer: Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel.

26. What OPIS product will the B11 diesel be priced on?

Answer: Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel.

27. What OPIS product will the B20 be priced on?

Answer: Soy biodiesel at designated percentage by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel.

28. What OPIS product will the Ultra-Low Sulphur Diesel with Additive be priced on?

Answer: ULSD #2

29. What OPIS product will the Off Road Ultra Low Sulphur Diesel with Additive be priced on?

Answer: ULSD #2

30. For line item 6 on the bid pricing form, is this line to encompass both #2 and #1 fuel into one differential?

Answer: Line item #6 on the pricing form is there to indicate quantities. The "***" on line item 3 and 4 indicate that blended diesel shall be invoiced based on the appropriate quantities of the blend.



The County of DuPage
Finance – Procurement 3-400
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31. Biocide Additive does not post in OPIS, what should the vendors put for the OPIS price for biocide additive?

Answer: The price per gallon of fuel that the bidder intends to charge for biocide.

32. Can bidders submit a price per gallon added for biocide?

Answer: Yes, bidders may submit a price per gallon added for biocide.

33. In the past year, how many instances of bacteria were found in the biodiesel tanks?

Answer: The County is unable to provide how many instances of bacteria were found in the biodiesel tanks.

PARTICIPATING AGENCIES ESTIMATED ANNUAL EXPENDITURE

Municipality	Gasoline – 87 Octane	Gasoline – 89 Octane *	ULSD #1 **	ULSD #2 **	ULSD #2 + Winter Additive	ULSD Blended	Biodiesel - B2	Biodiesel – B5	Biodiesel – B11	Biodiesel - B20	Off-Road Diesel	Biocide Additive
DuPage County Department of Transportation		350,000		150,000		30,000						
DuPage County Facilities Management												
DuPage County Public Works (Green Valley and Knollwood locations)		120,000		19,500	19,500						100,000	
DPC Airport	12,000											
Darien											17,000	
Downers Grove (Village)										60,000		
Elmhurst	60,000							15,000	15,000	27,000		
Glen Ellyn	129,000											
Hanover Park	7,000				10,000		10,000					
Hinsdale												
Lisle (Village)						6,000						
Lisle (Township)	50,000							32,000				
Lombard	5,000				2,000							
Lombard	73,000				25,000							
Naperville (18 different locations)	275,547	-	10,458		-	-	3,600	133,462	-	-	9,473	
Oakbrook		48,000		10,000	11,000							
Schaumburg												
Villa Park	53,000						18,000					
Westmont	55,000			25,000	30,000							
Wheaton	100,000			35,000		25,000						
Total	819,547	518,000	10,458	312,500	97,500	61,000	31,600	180,462	15,000	87,000	126,473	-

Naperville

180 Fort hill	159,604		6,972				2,400	74,400				
400 Eagle St - Indoor											300	
400 Eagle St - Outdoor											750	
511 N River Rd											200	
1006 Whispering Hills											400	
1200 W Ogden											300	
1303 Clyde Dr											250	
1350 Aurora Ave											500	
1380 Aurora Ave											500	
1392 Aurora Ave	79,802		3,486				1,200	37,200				
1392 Aurora Ave -indoor											150	
1392 Aurora Ave - outdoor											300	
1593 Naper											600	
1608 Diehl Rd											350	
1699 Ranchview											500	
1800 S Washington											500	
1870 E 111th St											250	
2812 W 103rd St											250	
3620 Plainfield Rd											250	
3816 Naper-plainfield Rd	36,141										3,123	
Total	275,547	-	10,458	-	-	-	3,600	21,862	-	87,000	126,473	-
								133,462				9,473



**DUPAGE COUNTY
FINANCE - PROCUREMENT
BID # 19-011-DOT
Gasoline and Fuel Purchase**

**GROUP ONE
DOT and Public Works**

Type	UOM	QTY	Petroleum Traders		Gas Depot		Mansfield Oil Co.		AI Warren Oil Co.	
			Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup
Gas Midgrade	gallons	440,000	-0.0158	-6952.00	0.0090	3960.00	0.0318	13992.00	0.04	17600.00
Diesel	gallons	162,000	0.0541	8764.20	0.0145	2349.00	0.0188	3045.60	0.04	6480.00
Grand Total				\$1,812.20		\$6,309.00		\$17,037.60		\$24,080.00

**GROUP TWO
Facilities Management**

Type	UOM	QTY	Petroleum Traders		Gas Depot		Mansfield Oil Co.		AI Warren Oil Co.	
			Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup
Diesel	gallons	30,000	0.0636	1908.00	0.0145	435.00	0.0351	1053.00	0.05	1500.00
Siphon	each	4	\$900.00	\$3,600.00	\$550.00	\$2,200.00	\$560.00	\$2,240.00	\$800.00	\$3,200.00
Grand Total				\$5,508.00		\$2,635.00		\$3,293.00		\$4,700.00

**GROUP THREE
DuPage County Entities**

Type	UOM	QTY	Petroleum Traders		Gas Depot		Mansfield Oil Co.		AI Warren Oil Co.	
			Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup	Markup	Extended Markup
Gas Midgrade	gallons	80,000	-0.01	-1056.00	0.0090	720.00	0.0374	2992.00	0.05	4000.00
Diesel	gallons	50,000	0.0579	2895.00	0.0145	725.00	0.0278	1390.00	0.05	2500.00
Grand Total				\$1,839.00		\$1,445.00		\$4,382.00		\$6,500.00

NOTES

Quantities are canvassing amounts only. On the day of fuel order, the County will pay the published OPIS price with the applied markup.

Invitations Sent	73
Total Bid Responses Received	4
Bid Opening Attended by	JM/DT



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
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GASOLINE AND DIESEL FUEL 23-011-DOT
ADDENDUM 2

1. Section 7 – Bid Form Pricing has been updated to include the quantity for line 9) Biodiesel – B11. When submitting pricing, use form on located on page 2 of Addendum 2.

SECTION 7 - BID FORM PRICING

Contractor shall provide price added to the OPIS LOW Chicago Rack Base Published price list for January 15, 2023.

Cetane requires a minimum rating of 45, price shall include any percent mark-up/discount.

NO.	ITEM	UOM	QTY	OPIS PRICE	MARK-UP (+) or DISCOUNT (-) %	UNIT PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819,457	\$	%	\$	\$
2	Gasoline - 89 Octane*	GAL	558,000	\$	%	\$	\$
3	Ultra-Low Sulfur Diesel #1**	GAL	16,458	\$	%	\$	\$
4	Ultra-Low Sulfur Diesel #2**	GAL	337,500	\$	%	\$	\$
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97,500	\$	%	\$	\$
6	Ultra-Low Sulfur Diesel Blended	GAL	61,000	\$	%	\$	\$
7	Biodiesel - B2	GAL	88,600	\$	%	\$	\$
8	Biodiesel - B5	GAL	165,462	\$	%	\$	\$
9	Biodiesel - B11	GAL	15,000	\$	%	\$	\$
10	Biodiesel - B20	GAL	60,000	\$	%	\$	\$
11	Off-Road Diesel with Winter Additive	GAL	100,000	\$	%	\$	\$
12	Off-Road Diesel	GAL	26,473	\$	%	\$	\$
13	Biocide Additive	GAL		\$	%	\$	\$
If a discount of OPIS Price, please note _____							
GRAND TOTAL							\$
GRAND TOTAL (In words)							

*89 Octane may be a blend of 87 Octane and 93 Octane gasoline.

**Blended Ultra-Low Sulfur Diesel shall be an option and shall be invoiced at the appropriate quantities of the blend requested. For example, a 10,000-gallon order of 80% Ultra-Low Sulfur Diesel #2 and 20% Ultra-Low Sulfur Diesel #1 shall be invoiced as 8,000-gallons of Ultra-Low Sulfur Diesel #2 and 2,000-gallons of Ultra-Low Sulfur Diesel #1.

SUBMISSION OF CERTAIN DATA

Al Warren Oil Company Inc. has been a fuel distributor since 1948. Our current affiliations with major oil companies include Citgo Petroleum, Marathon Petroleum, ExxonMobil, and BP Petroleum. Most of the product supplied to the County of DuPage will be pulled from the following terminals:

- BP Forest View
- ExxonMobil, Lockport
- Citgo Lemont
- Marathon, Argo

The Winter Additives used are Innospec and Power Service. Al Warren Oil Co. is also an Authorized Reseller of Mobil Diesel Efficient, a Premium Diesel designed for vehicles with after-treatment equipment on them.

Marketing Representative: Arnie Berg 630-484-4368

Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
Revision Date: 30 Nov 2020
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SAFETY DATA SHEET

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

PRODUCT

Product Name: (see Section 16 for Synonyms) **GASOLINE UNLEADED WITH ETHANOL (GASOHOL)**
Product Description: Hydrocarbons and Additives
Product Code: 12443
Intended Use: Fuel

COMPANY IDENTIFICATION

Supplier:	Canada Imperial Oil Limited, An Affiliate of Exxon Mobil Corporation P.O. Box 2480, Station M Calgary, ALBERTA T2P 3M9 Canada
24 Hour Health Emergency	1-866-232-9563
Transportation Emergency Phone	1-866-232-9563
Supplier General Contact	1-800-567-3776

SECTION 2 HAZARDS IDENTIFICATION

This material is hazardous according to regulatory guidelines (see (M)SDS Section 15).

CLASSIFICATION:

Flammable liquid: Category 1.
Skin irritation: Category 2. Germ Cell Mutagen: Category 1B. Carcinogen: Category 1A. Specific target organ toxicant (central nervous system): Category 3. Specific target organ toxicant (respiratory irritant): Category 3.
Aspiration toxicant: Category 1.

LABEL:

Pictogram:



Signal Word: Danger

Hazard Statements:

H224: Extremely flammable liquid and vapor. H304: May be fatal if swallowed and enters airways. H315: Causes skin irritation. H335: May cause respiratory irritation. H336: May cause drowsiness or dizziness. H340: May cause genetic defects. H350: May cause cancer.

Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
 Revision Date: 30 Nov 2020
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Precautionary Statements:

P101: If medical advice is needed, have product container or label at hand. P102: Keep out of reach of children.
 P103: Read label before use. P201: Obtain special instructions before use. P202: Do not handle until all safety precautions have been read and understood. P210: Keep away from heat/sparks/open flames/hot surfaces. -- No smoking. P233: Keep container tightly closed. P240: Ground / bond container and receiving equipment. P241: Use explosion-proof electrical, ventilating, and lighting equipment. P242: Use only non-sparking tools. P243: Take precautionary measures against static discharge. P264: Wash skin thoroughly after handling. P271: Use only outdoors or in a well-ventilated area. P273: Avoid release to the environment. P280: Wear protective gloves/protective clothing/eye protection/face protection. P301 + P310: IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. P302 + P352: IF ON SKIN: Wash with plenty of soap and water. P303 + P361 + P353: IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. P304 + P340: IF INHALED: Remove person to fresh air and keep comfortable for breathing. P308 + P313: IF exposed or concerned: Get medical advice/ attention. P331: Do NOT induce vomiting. P332 + P313: If skin irritation occurs: Get medical advice/ attention. P362 + P364: Take off contaminated clothing and wash it before reuse. P370 + P378: In case of fire: Use water fog, foam, dry chemical or carbon dioxide (CO2) to extinguish. P391: Collect spillage. P403 + P235: Store in a well-ventilated place. Keep cool. P405: Store locked up. P501: Dispose of contents and container in accordance with local regulations.

Contains: GASOLINE; TOLUENE; XYLENES

Other hazard information:

HAZARD NOT OTHERWISE CLASSIFIED (HNOC): None as defined under 29 CFR 1910.1200.

PHYSICAL / CHEMICAL HAZARDS

Material can accumulate static charges which may cause an ignition. Material can release vapors that readily form flammable mixtures. Vapor accumulation could flash and/or explode if ignited.

HEALTH HAZARDS

High-pressure injection under skin may cause serious damage. May be irritating to the eyes, nose, throat, and lungs. May cause central nervous system depression. Exposure to benzene is associated with cancer (acute myeloid leukemia and myelodysplastic syndrome), damage to the blood-producing system, and serious blood disorders (see Section 11).

ENVIRONMENTAL HAZARDS

Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

NFPA Hazard ID:	Health: 2	Flammability: 3	Reactivity: 0
HMIS Hazard ID:	Health: 2*	Flammability: 3	Reactivity: 0

NOTE: This material should not be used for any other purpose than the intended use in Section 1 without expert advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

SECTION 3	COMPOSITION / INFORMATION ON INGREDIENTS
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This material is defined as a mixture.

Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
Revision Date: 30 Nov 2020
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Hazardous Substance(s) or Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
ETHYL ALCOHOL	64-17-5	0 - 10%	H225, H319(2A)
GASOLINE	86290-81-5	89 - 100%	H224, H304, H336, H340(1B), H350(1B), H361(D), H315, H401, H411

Hazardous Constituent(s) Contained in Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
BENZENE	71-43-2	0 - 1.5%	H225, H303, H304, H340(1B), H350(1A), H315, H319(2A), H372, H401, H412
CUMENE	98-82-8	0 - 1%	H226, H304, H335, H351, H401, H411
CYCLOHEXANE	110-82-7	0 - 1.5%	H225, H304, H336, H315, H400(M factor 1), H410(M factor 1)
ETHYL BENZENE	100-41-4	0 - 3.5%	H225, H304, H332, H373, H401, H412
N-HEXANE	110-54-3	0 - 5%	H225, H304, H336, H361(F), H315, H373, H401, H411
NAPHTHALENE	91-20-3	0 - 1%	H228(2), H302, H351, H400(M factor 1), H410(M factor 1)
TOLUENE	108-88-3	0 - 20%	H225, H304, H336, H361(D), H315, H373, H401, H412
XYLENES	1330-20-7	0 - 20%	H226, H303, H304, H312, H332, H335, H315, H320(2B), H373, H401, H412

* All concentrations are percent by weight unless material is a gas. Gas concentrations are in percent by volume.

NOTE: The concentration of the components shown above may vary substantially. In certain countries, benzene content may be limited to lower levels. Oxygenates such as tertiary-amyl-methyl ether, ethanol, di-isopropyl ether, and ethyl-tertiary-butyl ether may be present. Because of volatility considerations, gasoline vapor may have concentrations of components very different from those of liquid gasoline. The major components of gasoline vapor are: butane, isobutane, pentane, and isopentane. The reportable component percentages, shown in the composition/information on ingredients section, are based on API's evaluation of a typical gasoline mixture. Motor gasoline is considered a mixture by EPA under the Toxic Substances Control Act (TSCA). The refinery streams used to blend motor gasoline are all on the TSCA Chemical Substances Inventory.

As per paragraph (i) of 29 CFR 1910.1200, formulation is considered a trade secret and specific chemical identity and exact percentage (concentration) of composition may have been withheld. Specific chemical identity and exact percentage composition will be provided to health professionals, employees, or designated representatives in accordance with applicable provisions of paragraph (i).

SECTION 4

FIRST AID MEASURES

Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
Revision Date: 30 Nov 2020
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INHALATION

Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.

SKIN CONTACT

Wash contact areas with soap and water. Remove contaminated clothing. Launder contaminated clothing before reuse. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician as a surgical emergency. Even though initial symptoms from high pressure injection may be minimal or absent, early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

EYE CONTACT

Flush thoroughly with water. If irritation occurs, get medical assistance.

INGESTION

Seek immediate medical attention. Do not induce vomiting.

NOTE TO PHYSICIAN

If ingested, material may be aspirated into the lungs and cause chemical pneumonitis. Treat appropriately. This material, or a component, may be associated with cardiac sensitization following very high exposures (well above occupational exposure limits) or with concurrent exposure to high stress levels or heart-stimulating substances like epinephrine. Administration of such substances should be avoided.

SECTION 5	FIRE FIGHTING MEASURES
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EXTINGUISHING MEDIA

Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Inappropriate Extinguishing Media: Straight Streams of Water

FIRE FIGHTING

Fire Fighting Instructions: Evacuate area. If a leak or spill has not ignited, use water spray to disperse the vapors and to protect personnel attempting to stop a leak. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Firefighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel.

Unusual Fire Hazards: Extremely Flammable. Vapors are flammable and heavier than air. Vapors may travel across the ground and reach remote ignition sources causing a flashback fire danger. Hazardous material. Firefighters should consider protective equipment indicated in Section 8.

Hazardous Combustion Products: Aldehydes, Incomplete combustion products, Oxides of carbon, Smoke, Fume, Sulfur oxides

FLAMMABILITY PROPERTIES

Flash Point [Method]: -40°C (-40°F) [ASTM D-92]

Flammable Limits (Approximate volume % in air): LEL: 1.5 UEL: 7.6

Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)
Revision Date: 30 Nov 2020
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Autoignition Temperature: N/D

SECTION 6

ACCIDENTAL RELEASE MEASURES

NOTIFICATION PROCEDURES

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. US regulations require reporting releases of this material to the environment which exceed the applicable reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

PROTECTIVE MEASURES

Avoid contact with spilled material. Warn or evacuate occupants in surrounding and downwind areas if required due to toxicity or flammability of the material. See Section 5 for fire fighting information. See the Hazard Identification Section for Significant Hazards. See Section 4 for First Aid Advice. See Section 8 for advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders.

For emergency responders: Respiratory protection: half-face or full-face respirator with filter(s) for organic vapor and, when applicable, H₂S, or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to aromatic hydrocarbons are recommended. Note: gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.

SPILL MANAGEMENT

Land Spill: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. All equipment used when handling the product must be grounded. Do not touch or walk through spilled material. Prevent entry into waterways, sewer, basements or confined areas. A vapor suppressing foam may be used to reduce vapors. Use clean non-sparking tools to collect absorbed material. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Large Spills: Water spray may reduce vapor; but may not prevent ignition in closed spaces.

Water Spill: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. Do not confine in area of spill. Advise occupants and shipping in downwind areas of fire and explosion hazard and warn them to stay clear. Allow liquid to evaporate from the surface. Seek the advice of a specialist before using dispersants.

Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.

ENVIRONMENTAL PRECAUTIONS

Large Spills: Dike far ahead of liquid spill for later recovery and disposal. Prevent entry into waterways, sewers, basements or confined areas.

SECTION 7

HANDLING AND STORAGE

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HANDLING

Avoid breathing mists or vapors. Avoid all personal contact. Prevent exposure to ignition sources, for example use non-sparking tools and explosion-proof equipment. Potentially toxic/irritating fumes/vapors may be evolved from heated or agitated material. Do not siphon by mouth. Use only with adequate ventilation. Do not use as a cleaning solvent or other non-motor fuel uses. For use as a motor fuel only. It is dangerous and/or unlawful to put fuel into unapproved containers. Do not fill container while it is in or on a vehicle. Static electricity may ignite vapors and cause fire. Place container on ground when filling and keep nozzle in contact with container. Do not use electronic devices (including but not limited to cellular phones, computers, calculators, pagers or other electronic devices, etc.) during safety critical tasks, such as bulk fuel loading or unloading operations, or in storage areas where vapors may be present, unless the devices are certified intrinsically safe by an approved national testing agency and to the safety standards required by national and/or local laws and regulations. Prevent small spills and leakage to avoid slip hazard. Material can accumulate static charges which may cause an electrical spark (ignition source). Use proper bonding and/or ground procedures. However, bonding and grounds may not eliminate the hazard from static accumulation. Consult local applicable standards for guidance. Additional references include American Petroleum Institute 2003 (Protection Against Ignitions Arising out of Static, Lightning and Stray Currents) or National Fire Protection Agency 77 (Recommended Practice on Static Electricity) or CENELEC CLC/TR 50404 (Electrostatics - Code of practice for the avoidance of hazards due to static electricity).

Static Accumulator: This material is a static accumulator. A liquid is typically considered a nonconductive, static accumulator if its conductivity is below 100 pS/m (100x10E-12 Siemens per meter) and is considered a semiconductive, static accumulator if its conductivity is below 10,000 pS/m. Whether a liquid is nonconductive or semiconductive, the precautions are the same. A number of factors, for example liquid temperature, presence of contaminants, anti-static additives and filtration can greatly influence the conductivity of a liquid.

STORAGE

Ample fire water supply should be available. A fixed sprinkler/deluge system is recommended. The type of container used to store the material may affect static accumulation and dissipation. Keep container closed. Handle containers with care. Open slowly in order to control possible pressure release. Store in a cool, well-ventilated area. Outside or detached storage preferred. Storage containers should be grounded and bonded. Fixed storage containers, transfer containers and associated equipment should be grounded and bonded to prevent accumulation of static charge.

SECTION 8

EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMIT VALUES

Exposure limits/standards (Note: Exposure limits are not additive)

Substance Name	Form	Limit / Standard			NOTE	Source
BENZENE		OSHA Action level	0.5 ppm		N/A	OSHA Sp.Reg.
BENZENE		STEL	5 ppm		N/A	OSHA Sp.Reg.
BENZENE		TWA	1 ppm		N/A	OSHA Sp.Reg.
BENZENE		STEL	1 ppm		Skin	ExxonMobil
BENZENE		TWA	0.5 ppm		Skin	ExxonMobil
BENZENE		STEL	2.5 ppm		Skin	ACGIH

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BENZENE		TWA	0.5 ppm		Skin	ACGIH
CUMENE		TWA	245 mg/m3	50 ppm	Skin	OSHA Z1
CUMENE		TWA	5 ppm		Skin	ExxonMobil
CUMENE		TWA	50 ppm		N/A	ACGIH
CYCLOHEXANE		TWA	1050 mg/m3	300 ppm	N/A	OSHA Z1
CYCLOHEXANE		TWA	100 ppm		N/A	ACGIH
ETHYL ALCOHOL		TWA	1900 mg/m3	1000 ppm	N/A	OSHA Z1
ETHYL ALCOHOL		STEL	1000 ppm		N/A	ACGIH
ETHYL BENZENE		TWA	435 mg/m3	100 ppm	N/A	OSHA Z1
ETHYL BENZENE		TWA	20 ppm		N/A	ACGIH
GASOLINE		STEL	200 ppm		N/A	ExxonMobil
GASOLINE		TWA	100 ppm		N/A	ExxonMobil
GASOLINE		STEL	500 ppm		N/A	ACGIH
GASOLINE		TWA	300 ppm		N/A	ACGIH
N-HEXANE		TWA	1800 mg/m3	500 ppm	N/A	OSHA Z1
N-HEXANE		TWA	50 ppm		Skin	ACGIH
NAPHTHALENE		TWA	50 mg/m3	10 ppm	N/A	OSHA Z1
NAPHTHALENE		TWA	10 ppm		Skin	ACGIH
TOLUENE		Ceiling	300 ppm		N/A	OSHA Z2
TOLUENE		Maximum concentration	500 ppm		N/A	OSHA Z2
TOLUENE		TWA	200 ppm		N/A	OSHA Z2
TOLUENE		TWA	20 ppm		N/A	ACGIH
XYLENES		TWA	435 mg/m3	100 ppm	N/A	OSHA Z1
XYLENES		STEL	150 ppm		N/A	ACGIH
XYLENES		TWA	100 ppm		N/A	ACGIH

NOTE: Limits/standards shown for guidance only. Follow applicable regulations.

Biological limits

Substance	Specimen	Sampling Time	Limit	Determinant	Source
BENZENE	Creatinine in urine	End of shift	500 ug/g	t,t-Muconic acid	ACGIH BELs (BEIs)
BENZENE	Creatinine in urine	End of shift	25 ug/g	S-Phenylmercapturic acid	ACGIH BELs (BEIs)
ETHYL BENZENE	Creatinine in urine	End of shift	0.15 g/g	Sum of mandelic acid and phenylglyoxylic acid	ACGIH BELs (BEIs)
N-HEXANE	Urine	End of shift	0.5 mg/l	2,5-Hexanedione, without hydrolysis	ACGIH BELs (BEIs)
NAPHTHALENE	No Biological Specimen provided	End of shift	Not Assigned	1-Naphthol, with hydrolysis + 2-Naphthol, with hydrolysis	ACGIH BELs (BEIs)

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TOLUENE	Blood	Prior to last shift of work wk	0.02 mg/l	Toluene	ACGIH BELs (BEIs)
TOLUENE	Creatinine in urine	End of shift	0.3 mg/g	o-Cresol, with hydrolysis	ACGIH BELs (BEIs)
TOLUENE	Urine	End of shift	0.03 mg/l	Toluene	ACGIH BELs (BEIs)
XYLENES	Creatinine in urine	End of shift	1.5 g/g	Methylhippuric acids	ACGIH BELs (BEIs)

ENGINEERING CONTROLS

The level of protection and types of controls necessary will vary depending upon potential exposure conditions. Control measures to consider:

Use explosion-proof ventilation equipment to stay below exposure limits.

PERSONAL PROTECTION

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include:

No special requirements under ordinary conditions of use and with adequate ventilation.

For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapor warning properties are poor, or if air purifying filter capacity/rating may be exceeded.

Hand Protection: Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include:

Chemical resistant gloves are recommended.

Eye Protection: If contact is likely, safety glasses with side shields are recommended.

Skin and Body Protection: Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include:

Chemical/oil resistant clothing is recommended.

Specific Hygiene Measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

ENVIRONMENTAL CONTROLS

Comply with applicable environmental regulations limiting discharge to air, water and

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soil. Protect the environment by applying appropriate control measures to prevent or limit emissions.

SECTION 9	PHYSICAL AND CHEMICAL PROPERTIES
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Note: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the Supplier for additional information.

GENERAL INFORMATION

Physical State: Liquid
Color: Clear (May Be Dyed)
Odor: Petroleum/Solvent
Odor Threshold: N/D

IMPORTANT HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION

Relative Density (at 15 °C): 0.74
Flammability (Solid, Gas): N/A
Flash Point [Method]: -40°C (-40°F) [ASTM D-92]
Flammable Limits (Approximate volume % in air): LEL: 1.5 UEL: 7.6
Autoignition Temperature: N/D
Boiling Point / Range: > 20°C (68°F) - 225°C (437°F)
Decomposition Temperature: N/D
Vapor Density (Air = 1): 4 at 101 kPa
Vapor Pressure: 45 kPa (337.5 mm Hg) at 20 °C - 74 kPa (555 mm Hg) at 20 °C
Evaporation Rate (n-butyl acetate = 1): > 10
pH: N/A
Log Pow (n-Octanol/Water Partition Coefficient): > 3
Solubility in Water: Appreciable
Viscosity: <1 cSt (1 mm²/sec) at 40 °C | 0.8 cSt (0.8 mm²/sec) at 20°C
Oxidizing Properties: See Hazards Identification Section.

OTHER INFORMATION

Freezing Point: N/D
Melting Point: N/A
Pour Point: < -60°C (-76°F)

SECTION 10	STABILITY AND REACTIVITY
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REACTIVITY: See sub-sections below.

STABILITY: Material is stable under normal conditions.

CONDITIONS TO AVOID: Avoid heat, sparks, open flames and other ignition sources.

MATERIALS TO AVOID: Alkalies, Halogens, Strong Acids, Strong oxidizers

HAZARDOUS DECOMPOSITION PRODUCTS: Material does not decompose at ambient temperatures.

POSSIBILITY OF HAZARDOUS REACTIONS: Hazardous polymerization will not occur.

SECTION 11	TOXICOLOGICAL INFORMATION
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INFORMATION ON TOXICOLOGICAL EFFECTS

Hazard Class	Conclusion / Remarks
Inhalation	
Acute Toxicity: (Rat) 4 hour(s) Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 403
Irritation: No end point data for material.	Elevated temperatures or mechanical action may form vapors, mist, or fumes which may be irritating to the eyes, nose, throat, or lungs.
Ingestion	
Acute Toxicity: Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 401
Skin	
Acute Toxicity: Data available.	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 402
Skin Corrosion/Irritation: Data available.	Irritating to the skin. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 404
Eye	
Serious Eye Damage/Irritation: Data available.	May cause mild, short-lasting discomfort to eyes. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 405
Sensitization	
Respiratory Sensitization: No end point data for material.	Not expected to be a respiratory sensitizer.
Skin Sensitization: Data available.	Not expected to be a skin sensitizer. Based on chemical structure (polymers). Test(s) equivalent or similar to OECD Guideline 406
Aspiration: Data available.	May be fatal if swallowed and enters airways. Based on physico-chemical properties of the material.
Germ Cell Mutagenicity: Data available.	Caused genetic effects in laboratory animals, but the relevance to humans is uncertain. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 471 475 476
Carcinogenicity: Data available.	Caused cancer from prolonged, high exposure. Based on human epidemiology studies. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 451
Reproductive Toxicity: Data available.	Not expected to be a reproductive toxicant. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 416 421
Lactation: No end point data for material.	Not expected to cause harm to breast-fed children.
Specific Target Organ Toxicity (STOT)	
Single Exposure: No end point data for material.	May cause drowsiness or dizziness. May be irritating to the respiratory tract.
Repeated Exposure: Data available.	Not expected to cause organ damage from prolonged or repeated exposure. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 410 412 453

TOXICITY FOR SUBSTANCES

NAME	ACUTE TOXICITY
ETHYL BENZENE	Inhalation Lethality: 4 hour(s) LC50 17.8 mg/l (Vapor) (Rat); Oral Lethality: LD50 3.5 g/kg (Rat)
NAPHTHALENE	Inhalation Lethality: 4 hour(s) LC50 > 0.4 mg/l (Max attainable vapor conc.) (Rat); Oral Lethality: LD50 533 mg/kg (Mouse)

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OTHER INFORMATION

For the product itself:

Laboratory animal studies have shown that prolonged and repeated inhalation exposure to light hydrocarbon vapors in the same boiling range as this product can produce adverse kidney effects in male rats. However, these effects were not observed in similar studies with female rats, male and female mice, or in limited studies with other animal species. Additionally, in a number of human studies, there was no clinical evidence of such effects at normal occupational levels. In 1991, The U.S. EPA determined that the male rat kidney is not useful for assessing human risk.

Vapor concentrations above recommended exposure levels are irritating to the eyes and the respiratory tract, may cause headaches and dizziness, are anesthetic and may have other central nervous system effects.

Small amounts of liquid aspirated into the lungs during ingestion or from vomiting may cause chemical pneumonitis or pulmonary edema. Exposure to this material, or one of its components, in situations where there is the potential for high levels, such as in confined spaces or with abuse, may result in abnormal heart rhythm (arrhythmia). High-level exposure to hydrocarbons (above occupational exposure limits) may initiate arrhythmia in a worker that is undergoing stress or is taking a heart-stimulating substance such as epinephrine, a nasal decongestant, or an asthma or cardiovascular drug.

Contains:

BENZENE: Caused cancer (acute myeloid leukemia and myelodysplastic syndrome), damage to the blood-producing system, and serious blood disorders in human studies. Caused genetic effects and effects on the immune system in laboratory animal and some human studies. Caused toxicity to the fetus and cancer in laboratory animal studies.

CUMENE: Repeated inhalation exposure of cumene vapor produced damage in the kidney of male rats only. These effects are believed to be species specific and are not relevant to humans.

ETHANOL: Prolonged or repeated exposure to high concentrations of ethanol vapor or overexposure by ingestion may produce adverse effects to brain, kidney, liver, and reproductive organs, birth defects in offspring, and developmental toxicity in offspring.

Gasoline unleaded: Caused cancer in animal tests. Chronic inhalation studies resulted in liver tumors in female mice and kidney tumors in male rats. Neither result considered significant for human health risk assessment by the United States EPA and others. Did not cause mutations In Vitro or In Vivo. Negative in inhalation developmental studies and reproductive tox studies. Inhalation of high concentrations in animals resulted in reversible central nervous system depression, but no persistent toxic effect on the nervous system. Non-sensitizing in test animals. Caused nerve damage in humans from abusive use (sniffing).

NAPHTHALENE: Exposure to high concentrations of naphthalene may cause destruction of red blood cells, anemia, and cataracts. Naphthalene caused cancer in laboratory animal studies, but the relevance of these findings to humans is uncertain.

N-HEXANE: Prolonged and/or repeated exposures to n-Hexane can cause progressive and potentially irreversible damage to the peripheral nervous system (e.g. fingers, feet, arms, legs, etc.). Simultaneous exposure to Methyl Ethyl Ketone (MEK) or Methyl Isobutyl Ketone (MIBK) and n-Hexane can potentiate the risk of adverse effects from n-Hexane on the peripheral nervous system. n-Hexane has been shown to cause testicular damage at high doses in male rats. The relevance of this effect for humans is unknown.

TOLUENE : Concentrated, prolonged or deliberate inhalation may cause brain and nervous system damage. Prolonged and repeated exposure of pregnant animals (> 1500 ppm) have been reported to cause adverse fetal developmental effects.

ETHYLBENZENE: Caused cancer in laboratory animal studies. The relevance of these findings to humans is uncertain.

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
BENZENE	71-43-2	1, 3, 6
CUMENE	98-82-8	2, 5

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ETHYL BENZENE	100-41-4	5
GASOLINE	86290-81-5	5
NAPHTHALENE	91-20-3	2, 5

--REGULATORY LISTS SEARCHED--

1 = NTP CARC
 2 = NTP SUS

3 = IARC 1
 4 = IARC 2A

5 = IARC 2B
 6 = OSHA CARC

SECTION 12 ECOLOGICAL INFORMATION

The information given is based on data for the material, components of the material, or for similar materials, through the application of bridging principals.

ECOTOXICITY

Material -- Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

MOBILITY

More volatile component -- Highly volatile, will partition rapidly to air. Not expected to partition to sediment and wastewater solids.

Less volatile component -- Low solubility and floats and is expected to migrate from water to the land. Expected to partition to sediment and wastewater solids.

PERSISTENCE AND DEGRADABILITY

Biodegradation:

Majority of components -- Expected to be inherently biodegradable

Atmospheric Oxidation:

More volatile component -- Expected to degrade rapidly in air

BIOACCUMULATION POTENTIAL

Majority of components -- Has the potential to bioaccumulate, however metabolism or physical properties may reduce the bioconcentration or limit bioavailability.

SECTION 13 DISPOSAL CONSIDERATIONS

Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Product is suitable for burning in an enclosed controlled burner for fuel value or disposal by supervised incineration at very high temperatures to prevent formation of undesirable combustion products.

REGULATORY DISPOSAL INFORMATION

RCRA Information: Disposal of unused product may be subject to RCRA regulations (40 CFR 261). Disposal of the used product may also be regulated due to ignitability, corrosivity, reactivity or toxicity as determined by the Toxicity Characteristic Leaching Procedure (TCLP). Potential RCRA characteristics: IGNITABILITY. TCLP (BENZENE)

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Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. DO NOT PRESSURISE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.

SECTION 14	TRANSPORT INFORMATION
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LAND (DOT)

Proper Shipping Name: GASOLINE
Hazard Class & Division: 3
ID Number: 1203
Packing Group: II
ERG Number: 128
Label(s): 3
Transport Document Name: UN1203, GASOLINE, 3, PG II

LAND (TDG)

Proper Shipping Name: GASOLINE
Hazard Class & Division: 3
UN Number: 1203
Packing Group: II
Marine Pollutant: Yes
Special Provisions: 17, 88, 98, 150

Footnote: Marine Pollutant designation is applicable only if shipped over water.

SEA (IMDG)

Proper Shipping Name: MOTOR SPIRIT or GASOLINE or PETROL
Hazard Class & Division: 3
EMS Number: F-E, S-E
UN Number: 1203
Packing Group: II
Marine Pollutant: No
Label(s): 3
Transport Document Name: UN1203, MOTOR SPIRIT or GASOLINE or PETROL, 3, PG II, (-40°C c.c.)

AIR (IATA)

Proper Shipping Name: MOTOR SPIRIT or GASOLINE or PETROL
Hazard Class & Division: 3
UN Number: 1203
Packing Group: II
Label(s) / Mark(s): 3
Transport Document Name: UN1203, GASOLINE, 3, PG II

SECTION 15	REGULATORY INFORMATION
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OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

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Listed or exempt from listing/notification on the following chemical inventories: AIIIC, DSL, ENCS, KECI, PICCS, TSCA

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302

CERCLA: This material is not subject to any special reporting under the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Contact local authorities to determine if other reporting requirements apply.

SARA (311/312) REPORTABLE GHS HAZARD CLASSES: None.

SARA (313) TOXIC RELEASE INVENTORY:

Chemical Name	CAS Number	Typical Value
BENZENE	71-43-2	0 - 1.5%
CUMENE	98-82-8	0 - 1%
CYCLOHEXANE	110-82-7	0 - 1.5%
ETHYL BENZENE	100-41-4	0 - 3.5%
N-HEXANE	110-54-3	0 - 5%
NAPHTHALENE	91-20-3	0 - 1%
TOLUENE	108-88-3	0 - 20%
XYLENES	1330-20-7	0 - 20%

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
BENZENE	71-43-2	1, 2, 4, 10, 11, 13, 15, 16, 17, 18, 19
CUMENE	98-82-8	1, 4, 10, 13, 16, 17, 18, 19
CYCLOHEXANE	110-82-7	1, 4, 13, 16, 17, 18, 19
ETHYL ALCOHOL	64-17-5	1, 4, 13, 16, 17, 18
ETHYL BENZENE	100-41-4	1, 4, 10, 13, 16, 17, 18, 19
GASOLINE	86290-81-5	1, 18
N-HEXANE	110-54-3	1, 4, 13, 16, 17, 18, 19
NAPHTHALENE	91-20-3	1, 4, 10, 13, 16, 17, 18, 19
TOLUENE	108-88-3	1, 4, 11, 13, 15, 16, 17, 18, 19
XYLENES	1330-20-7	1, 4, 13, 15, 16, 17, 18, 19

--REGULATORY LISTS SEARCHED--

1 = ACGIH ALL	6 = TSCA 5a2	11 = CA P65 REPRO	16 = MN RTK
2 = ACGIH A1	7 = TSCA 5e	12 = CA RTK	17 = NJ RTK
3 = ACGIH A2	8 = TSCA 6	13 = IL RTK	18 = PA RTK
4 = OSHA Z	9 = TSCA 12b	14 = LA RTK	19 = RI RTK
5 = TSCA 4	10 = CA P65 CARC	15 = MI 293	

Code key: CARC=Carcinogen; REPRO=Reproductive

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SECTION 16

OTHER INFORMATION



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov. Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by the combustion of this product.

This warning is given to comply with California Health and Safety Code 25249.6 and does not constitute an admission or a waiver of rights.

N/D = Not determined, N/A = Not applicable

KEY TO THE H-CODES CONTAINED IN SECTION 3 OF THIS DOCUMENT (for information only):

H224: Extremely flammable liquid and vapor; Flammable Liquid, Cat 1
 H225: Highly flammable liquid and vapor; Flammable Liquid, Cat 2
 H226: Flammable liquid and vapor; Flammable Liquid, Cat 3
 H302: Harmful if swallowed; Acute Tox Oral, Cat 4
 H303: May be harmful if swallowed; Acute Tox Oral, Cat 5
 H304: May be fatal if swallowed and enters airways; Aspiration, Cat 1
 H312: Harmful in contact with skin; Acute Tox Dermal, Cat 4
 H315: Causes skin irritation; Skin Corr/Irritation, Cat 2
 H319(2A): Causes serious eye irritation; Serious Eye Damage/Irr, Cat 2A
 H320(2B): Causes eye irritation; Serious Eye Damage/Irr, Cat 2B
 H332: Harmful if inhaled; Acute Tox Inh, Cat 4
 H335: May cause respiratory irritation; Target Organ Single, Resp Irr
 H336: May cause drowsiness or dizziness; Target Organ Single, Narcotic
 H340(1B): May cause genetic defects; Germ Cell Mutagenicity, Cat 1B
 H350(1A): May cause cancer; Carcinogenicity, Cat 1A
 H350(1B): May cause cancer; Carcinogenicity, Cat 1B
 H351: Suspected of causing cancer; GHS Carcinogenicity, Cat 2
 H361(D): Suspected of damaging the unborn child; Repro Tox, Cat 2 (Develop)
 H361(F): Suspected of damaging fertility; Repro Tox, Cat 2 (Fertility)
 H372: Causes damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 1
 H373: May cause damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 2
 H400: Very toxic to aquatic life; Acute Env Tox, Cat 1
 H401: Toxic to aquatic life; Acute Env Tox, Cat 2
 H410: Very toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 1
 H411: Toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 2
 H412: Harmful to aquatic life with long lasting effects; Chronic Env Tox, Cat 3

THIS SAFETY DATA SHEET CONTAINS THE FOLLOWING REVISIONS:

Section 08: Biological Exposure Limits (ACG BEL) Table information was modified.

Section 08: Exposure Limits Table information was modified.

Section 16: Synonyms information was modified.

SYNONYMS: GASOLINE MIDGRADE UNLEADED MUL89 LDCA DYED WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DCA WITH ETHANOL, EXXON MIDGRADE GASOLINE WITH ETHANOL, EXXON PREMIUM GASOLINE WITH ETHANOL, EXXON REGULAR GASOLINE WITH ETHANOL, OXYGENATED AUTOMOTIVE GASOLINE CONTAINING ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DYED WITH ETHANOL, GASOLINE PREMIUM UNLEADED PUL91 DCA WITH ETHANOL, GASOLINE SUPER PREMIUM UNLEADED PUL91 DCA WITH ETHANOL, ESSO REGULAR GASOLINE WITH ETHANOL, ESSO EXTRA GASOLINE WITH ETHANOL, ESSO MIDGRADE GASOLINE WITH ETHANOL, ESSO PREMIUM GASOLINE WITH ETHANOL, ESSO SUPREME



Product Name: GASOLINE UNLEADED WITH ETHANOL (GASOHOL)

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GASOLINE WITH ETHANOL, ESSO SUPER-PREMIUM GASOLINE WITH ETHANOL, ESSO SUPREME+ GASOLINE WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 DCA DYED WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 LDCA WITH ETHANOL, GASOLINE MIDGRADE UNLEADED MUL89 LDCA WITH ETHANOL, GASOLINE MIDGRADE UNLEADED MUL89 DCA WITH ETHANOL, GASOLINE REGULAR UNLEADED RUL87 LDCA DYED WITH ETHANOL, GASOLINE MIDGRADE UNLEADED MUL89 DCA DYED WITH ETHANOL

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MHC: 1A, 0, 0, 0, 4, 1

PPEC: CF

DGN: 5010467 (1013577)

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Product Name: NO. 2 DIESEL FUEL
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SAFETY DATA SHEET

SECTION 1 PRODUCT AND COMPANY IDENTIFICATION

PRODUCT

Product Name: NO. 2 DIESEL FUEL
Product Description: Hydrocarbons and Additives
Product Code: 123455-22, 123455-29, 152017-00
Intended Use: Diesel engine fuel, Heating Oil

Trade Names	Trade Names
DIESEL EFFICIENT	DIESEL NO. 2
ESSO DIESEL FUEL	EXXON DIESEL FUEL
EXXON SYNERGY DIESEL EFFICIENT	LOW SULFUR DIESEL
MARINE DIESEL FUEL	MOBIL DIESEL EFFICIENT
MOBIL DIESEL FUEL	MOBIL SYNERGY DIESEL EFFICIENT
ULTRA LOW SULFUR DIESEL	WINTERIZED DIESEL FUEL

COMPANY IDENTIFICATION

Supplier: EXXON MOBIL CORPORATION
 22777 Springwoods Village Parkway
 Spring, TX 77389 USA

24 Hour Health Emergency 609-737-4411
Transportation Emergency Phone 800-424-9300 or 703-527-3887 CHEMTREC
Product Technical Information 800-662-4525
MSDS Internet Address www.exxon.com, www.mobil.com

SECTION 2 HAZARDS IDENTIFICATION

This material is hazardous according to regulatory guidelines (see (M)SDS Section 15).

CLASSIFICATION:

Flammable liquid: Category 3.
 Acute inhalation toxicant: Category 4. Skin irritation: Category 2. Carcinogen: Category 2. Specific target organ toxicant (repeated exposure): Category 2. Aspiration toxicant: Category 1.

LABEL:
Pictogram:



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Signal Word: Danger

Hazard Statements:

H226: Flammable liquid and vapor. H304: May be fatal if swallowed and enters airways. H315: Causes skin irritation. H332: Harmful if inhaled. H351: Suspected of causing cancer. H373: May cause damage to organs through prolonged or repeated exposure. Bone marrow, Liver, Thymus

Precautionary Statements:

P101: If medical advice is needed, have product container or label at hand. P102: Keep out of reach of children. P103: Read label before use. P201: Obtain special instructions before use. P202: Do not handle until all safety precautions have been read and understood. P210: Keep away from heat/sparks/open flames/hot surfaces. -- No smoking. P233: Keep container tightly closed. P240: Ground / bond container and receiving equipment. P241: Use explosion-proof electrical, ventilating, and lighting equipment. P242: Use only non-sparking tools. P243: Take precautionary measures against static discharge. P260: Do not breathe mist / vapours. P264: Wash skin thoroughly after handling. P271: Use only outdoors or in a well-ventilated area. P273: Avoid release to the environment. P280: Wear protective gloves/protective clothing/eye protection/face protection. P301 + P310: IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician. P302 + P352: IF ON SKIN: Wash with plenty of soap and water. P304 + P340: IF INHALED: Remove person to fresh air and keep comfortable for breathing. P308 + P313: IF exposed or concerned: Get medical advice/ attention. P312: Call a POISON CENTER or doctor/physician if you feel unwell. P331: Do NOT induce vomiting. P332 + P313: If skin irritation occurs: Get medical advice/ attention. P362 + P364: Take off contaminated clothing and wash it before reuse. P370 + P378: In case of fire: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish. P391: Collect spillage. P403 + P235: Store in a well-ventilated place. Keep cool. P405: Store locked up. P501: Dispose of contents and container in accordance with local regulations.

Contains: DIESEL OIL..C9-20

Other hazard information:

HAZARD NOT OTHERWISE CLASSIFIED (HNOC): None as defined under 29 CFR 1910.1200.

PHYSICAL / CHEMICAL HAZARDS

Material can accumulate static charges which may cause an ignition. Material can release vapors that readily form flammable mixtures. Vapor accumulation could flash and/or explode if ignited.

HEALTH HAZARDS

May cause central nervous system depression. High-pressure injection under skin may cause serious damage. Under conditions of poor personal hygiene and prolonged repeated contact, some polycyclic aromatic compounds (PACs) have been suspected as a cause of skin cancer in humans. May be irritating to the eyes, nose, throat, and lungs.

ENVIRONMENTAL HAZARDS

Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

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NFPA Hazard ID:	Health: 2	Flammability: 2	Reactivity: 0
HMIS Hazard ID:	Health: 2*	Flammability: 2	Reactivity: 0

NOTE: This material should not be used for any other purpose than the intended use in Section 1 without expert advice. Health studies have shown that chemical exposure may cause potential human health risks which may vary from person to person.

SECTION 3 COMPOSITION / INFORMATION ON INGREDIENTS

This material is defined as a mixture.

Hazardous Substance(s) or Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
DIESEL OIL..C9-20	68334-30-5	80 - > 99%	H226, H304, H332, H351, H315, H373, H401, H411

Hazardous Constituent(s) Contained in Complex Substance(s) required for disclosure

Name	CAS#	Concentration*	GHS Hazard Codes
ETHYL BENZENE	100-41-4	0.1 - 1%	H225, H304, H332, H373, H401, H412
NAPHTHALENE	91-20-3	0.1 - 1%	H228(2), H302, H351, H400(M factor 1), H410(M factor 1)

* All concentrations are percent by weight unless material is a gas. Gas concentrations are in percent by volume.

NOTE: Composition may contain up to 0.5% performance additives and / or dyes.

As per paragraph (i) of 29 CFR 1910.1200, formulation is considered a trade secret and specific chemical identity and exact percentage (concentration) of composition may have been withheld. Specific chemical identity and exact percentage composition will be provided to health professionals, employees, or designated representatives in accordance with applicable provisions of paragraph (i).

SECTION 4 FIRST AID MEASURES

INHALATION

Remove from further exposure. For those providing assistance, avoid exposure to yourself or others. Use adequate respiratory protection. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with a mechanical device or use mouth-to-mouth resuscitation.

SKIN CONTACT

Remove contaminated clothing. Dry wipe exposed skin and cleanse with waterless hand cleaner and follow by washing thoroughly with soap and water. For those providing assistance, avoid further skin contact to yourself or others. Wear impervious gloves. Launder contaminated clothing separately before reuse. Discard contaminated articles that cannot be laundered. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician as a surgical emergency. Even though initial symptoms from high pressure injection may be minimal or absent, early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

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EYE CONTACT

Flush thoroughly with water. If irritation occurs, get medical assistance.

INGESTION

Seek immediate medical attention. Do not induce vomiting.

NOTE TO PHYSICIAN

If ingested, material may be aspirated into the lungs and cause chemical pneumonitis. Treat appropriately.

PRE-EXISTING MEDICAL CONDITIONS WHICH MAY BE AGGRAVATED BY EXPOSURE

Contains hydrocarbon solvent/petroleum hydrocarbons; skin contact may aggravate an existing dermatitis.

SECTION 5

FIRE FIGHTING MEASURES

EXTINGUISHING MEDIA

Appropriate Extinguishing Media: Use water fog, foam, dry chemical or carbon dioxide (CO₂) to extinguish flames.

Inappropriate Extinguishing Media: Straight Streams of Water

FIRE FIGHTING

Fire Fighting Instructions: Flammable. Evacuate area. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Firefighters should use standard protective equipment and in enclosed spaces, self-contained breathing apparatus (SCBA). Use water spray to cool fire exposed surfaces and to protect personnel.

Unusual Fire Hazards: Vapors are flammable and heavier than air. Vapors may travel across the ground and reach remote ignition sources causing a flashback fire danger. Hazardous material. Firefighters should consider protective equipment indicated in Section 8.

Hazardous Combustion Products: Aldehydes, Incomplete combustion products, Oxides of carbon, Smoke, Fume, Sulfur oxides

FLAMMABILITY PROPERTIES

Flash Point [Method]: >38°C (100°F) [ASTM D-93]

Flammable Limits (Approximate volume % in air): LEL: 0.6 UEL: 7.0

Autoignition Temperature: >200°C (392°F)

SECTION 6

ACCIDENTAL RELEASE MEASURES

NOTIFICATION PROCEDURES

In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. US regulations require reporting releases of this material to the environment which exceed the applicable reportable quantity or oil spills which could reach any waterway including intermittent dry creeks. The National Response Center can be reached at (800)424-8802.

PROTECTIVE MEASURES

Avoid contact with spilled material. Warn or evacuate occupants in surrounding and downwind areas if required due to toxicity or flammability of the material. See Section 5 for fire fighting information. See the Hazard Identification Section for Significant Hazards. See Section 4 for First Aid Advice. See Section 8 for

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advice on the minimum requirements for personal protective equipment. Additional protective measures may be necessary, depending on the specific circumstances and/or the expert judgment of the emergency responders.

For emergency responders: Respiratory protection: half-face or full-face respirator with filter(s) for organic vapor and, when applicable, H₂S, or Self Contained Breathing Apparatus (SCBA) can be used depending on the size of spill and potential level of exposure. If the exposure cannot be completely characterized or an oxygen deficient atmosphere is possible or anticipated, SCBA is recommended. Work gloves that are resistant to aromatic hydrocarbons are recommended. Note: gloves made of polyvinyl acetate (PVA) are not water-resistant and are not suitable for emergency use. Chemical goggles are recommended if splashes or contact with eyes is possible. Small spills: normal antistatic work clothes are usually adequate. Large spills: full body suit of chemical resistant, antistatic material is recommended.

SPILL MANAGEMENT

Land Spill: Eliminate all ignition sources (no smoking, flares, sparks or flames in immediate area). Stop leak if you can do it without risk. All equipment used when handling the product must be grounded. Do not touch or walk through spilled material. Prevent entry into waterways, sewer, basements or confined areas. A vapor suppressing foam may be used to reduce vapors. Absorb or cover with dry earth, sand or other non-combustible material and transfer to containers. Use clean non-sparking tools to collect absorbed material. Large Spills: Water spray may reduce vapor; but may not prevent ignition in closed spaces.

Water Spill: Stop leak if you can do it without risk. Eliminate sources of ignition. Warn other shipping. If the Flash Point exceeds the Ambient Temperature by 10 degrees C or more, use containment booms and remove from the surface by skimming or with suitable absorbents when conditions permit. If the Flash Point does not exceed the Ambient Air Temperature by at least 10C, use booms as a barrier to protect shorelines and allow material to evaporate. Seek the advice of a specialist before using dispersants.

Water spill and land spill recommendations are based on the most likely spill scenario for this material; however, geographic conditions, wind, temperature, (and in the case of a water spill) wave and current direction and speed may greatly influence the appropriate action to be taken. For this reason, local experts should be consulted. Note: Local regulations may prescribe or limit action to be taken.

ENVIRONMENTAL PRECAUTIONS

Large Spills: Dike far ahead of liquid spill for later recovery and disposal. Prevent entry into waterways, sewers, basements or confined areas.

SECTION 7

HANDLING AND STORAGE

HANDLING

Avoid all personal contact. Do not siphon by mouth. Do not use as a cleaning solvent or other non-motor fuel uses. For use as a motor fuel only. It is dangerous and/or unlawful to put fuel into unapproved containers. Do not fill container while it is in or on a vehicle. Static electricity may ignite vapors and cause fire. Place container on ground when filling and keep nozzle in contact with container. Do not use electronic devices (including but not limited to cellular phones, computers, calculators, pagers or other electronic devices, etc.) during safety critical tasks, such as bulk fuel loading or unloading operations, or in storage areas where vapors may be present, unless the devices are certified intrinsically safe by an approved national testing agency and to the safety standards required by national and/or local laws and regulations. Prevent small spills and leakage to avoid slip hazard. Material can accumulate static charges which may cause an electrical spark (ignition source). Use proper bonding and/or ground procedures. However, bonding and grounds may not eliminate the hazard from static accumulation. Consult local applicable standards for guidance. Additional references include American Petroleum Institute 2003 (Protection Against Ignitions Arising out of Static, Lightning and Stray Currents) or National Fire Protection Agency 77 (Recommended Practice on Static Electricity) or

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CENELEC CLC/TR 50404 (Electrostatics - Code of practice for the avoidance of hazards due to static electricity).

Static Accumulator: This material is a static accumulator. A liquid is typically considered a nonconductive, static accumulator if its conductivity is below 100 pS/m (100x10E-12 Siemens per meter) and is considered a semiconductive, static accumulator if its conductivity is below 10,000 pS/m. Whether a liquid is nonconductive or semiconductive, the precautions are the same. A number of factors, for example liquid temperature, presence of contaminants, anti-static additives and filtration can greatly influence the conductivity of a liquid.

STORAGE

The type of container used to store the material may affect static accumulation and dissipation. Keep container closed. Handle containers with care. Open slowly in order to control possible pressure release. Store in a cool, well-ventilated area. Storage containers should be grounded and bonded. Fixed storage containers, transfer containers and associated equipment should be grounded and bonded to prevent accumulation of static charge. Keep away from incompatible materials.

SECTION 8 EXPOSURE CONTROLS / PERSONAL PROTECTION

EXPOSURE LIMIT VALUES

Exposure limits/standards (Note: Exposure limits are not additive)

Substance Name	Form	Limit / Standard			NOTE	Source
DIESEL OIL..C9-20	Stable Aerosol.	TWA	5 mg/m3		Skin	ExxonMobil
DIESEL OIL..C9-20	Vapor.	TWA	200 mg/m3		Skin	ExxonMobil
DIESEL OIL..C9-20 [total hydrocarb, vapor&aerosol]	Inhalable fraction and vapor	TWA	100 mg/m3		Skin	ACGIH
ETHYL BENZENE		TWA	435 mg/m3	100 ppm	N/A	OSHA Z1
ETHYL BENZENE		TWA	20 ppm		N/A	ACGIH
NAPHTHALENE		TWA	50 mg/m3	10 ppm	N/A	OSHA Z1
NAPHTHALENE		TWA	10 ppm		Skin	ACGIH

NOTE: Limits/standards shown for guidance only. Follow applicable regulations.

Biological limits

Substance	Specimen	Sampling Time	Limit	Determinant	Source
ETHYL BENZENE	Creatinine in urine	End of shift	0.15 g/g	Sum of mandelic acid and phenylglyoxylic acid	ACGIH BELs (BEIs)
NAPHTHALENE	No Biological Specimen provided	End of shift	Not Assigned	1-Naphthol, with hydrolysis + 2-Naphthol, with hydrolysis	ACGIH BELs (BEIs)

ENGINEERING CONTROLS

The level of protection and types of controls necessary will vary depending upon potential exposure conditions.

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Control measures to consider:

Use explosion-proof ventilation equipment to stay below exposure limits.

PERSONAL PROTECTION

Personal protective equipment selections vary based on potential exposure conditions such as applications, handling practices, concentration and ventilation. Information on the selection of protective equipment for use with this material, as provided below, is based upon intended, normal usage.

Respiratory Protection: If engineering controls do not maintain airborne contaminant concentrations at a level which is adequate to protect worker health, an approved respirator may be appropriate. Respirator selection, use, and maintenance must be in accordance with regulatory requirements, if applicable. Types of respirators to be considered for this material include:

Half-face filter respirator

For high airborne concentrations, use an approved supplied-air respirator, operated in positive pressure mode. Supplied air respirators with an escape bottle may be appropriate when oxygen levels are inadequate, gas/vapor warning properties are poor, or if air purifying filter capacity/rating may be exceeded.

Hand Protection: Any specific glove information provided is based on published literature and glove manufacturer data. Glove suitability and breakthrough time will differ depending on the specific use conditions. Contact the glove manufacturer for specific advice on glove selection and breakthrough times for your use conditions. Inspect and replace worn or damaged gloves. The types of gloves to be considered for this material include:

Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

Eye Protection: If contact with material is likely, chemical goggles are recommended.

Skin and Body Protection: Any specific clothing information provided is based on published literature or manufacturer data. The types of clothing to be considered for this material include:

Chemical/oil resistant clothing is recommended.

Specific Hygiene Measures: Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.

ENVIRONMENTAL CONTROLS

Comply with applicable environmental regulations limiting discharge to air, water and soil. Protect the environment by applying appropriate control measures to prevent or limit emissions.

SECTION 9

PHYSICAL AND CHEMICAL PROPERTIES

Note: Physical and chemical properties are provided for safety, health and environmental considerations only and may not fully represent product specifications. Contact the Supplier for additional information.

GENERAL INFORMATION

Physical State: Liquid

Color: Clear (May Be Dyed)

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Odor: Petroleum/Solvent
Odor Threshold: N/D

IMPORTANT HEALTH, SAFETY, AND ENVIRONMENTAL INFORMATION

Relative Density (at 15 °C): 0.81 - 0.87
Density (at 15 °C): 810 kg/m³ (6.76 lbs/gal, 0.81 kg/dm³) - 876 kg/m³ (7.31 lbs/gal, 0.88 kg/dm³)
Flammability (Solid, Gas): N/A
Flash Point [Method]: >38°C (100°F) [ASTM D-93]
Flammable Limits (Approximate volume % in air): LEL: 0.6 UEL: 7.0
Autoignition Temperature: >200°C (392°F)
Boiling Point / Range: 145°C (293°F) - 370°C (698°F)
Decomposition Temperature: N/D
Vapor Density (Air = 1): > 2 at 101 kPa
Vapor Pressure: 0.067 kPa (0.5 mm Hg) at 20 °C
Evaporation Rate (n-butyl acetate = 1): N/D
pH: N/A
Log Pow (n-Octanol/Water Partition Coefficient): > 3.5
Solubility in Water: Negligible
Viscosity: 1.7 cSt (1.7 mm²/sec) at 40 °C - 4.1 cSt (4.1 mm²/sec) at 40 °C
Oxidizing Properties: See Hazards Identification Section.

OTHER INFORMATION

Freezing Point: N/D
Melting Point: N/A
Pour Point: < -6°C (21°F)

SECTION 10 STABILITY AND REACTIVITY

REACTIVITY: See sub-sections below.

STABILITY: Material is stable under normal conditions.

CONDITIONS TO AVOID: Avoid heat, sparks, open flames and other ignition sources.

MATERIALS TO AVOID: Halogens, Strong Acids, Strong Bases, Strong oxidizers

HAZARDOUS DECOMPOSITION PRODUCTS: Material does not decompose at ambient temperatures.

POSSIBILITY OF HAZARDOUS REACTIONS: Hazardous polymerization will not occur.

SECTION 11 TOXICOLOGICAL INFORMATION

INFORMATION ON TOXICOLOGICAL EFFECTS

Hazard Class	Conclusion / Remarks
Inhalation	
Acute Toxicity: (Rat) 4 hour(s) LC50 4100 mg/m ³ (Vapor and aerosol)	Moderately toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 403
Irritation: No end point data for material.	Elevated temperatures or mechanical action may form vapors, mist, or fumes which may be irritating to the eyes, nose, throat, or lungs.

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Ingestion	
Acute Toxicity (Rat): LD50 > 5000 mg/kg	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 401
Skin	
Acute Toxicity (Rabbit): LD50 > 5000 mg/kg	Minimally Toxic. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 434
Skin Corrosion/Irritation (Rabbit): Data available.	Irritating to the skin. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 404
Eye	
Serious Eye Damage/Irritation (Rabbit): Data available.	May cause mild, short-lasting discomfort to eyes. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 405
Sensitization	
Respiratory Sensitization: No end point data for material.	Not expected to be a respiratory sensitizer.
Skin Sensitization: Data available.	Not expected to be a skin sensitizer. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 406
Aspiration: Data available.	May be fatal if swallowed and enters airways. Based on physico-chemical properties of the material.
Germ Cell Mutagenicity: Data available.	Not expected to be a germ cell mutagen. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 471 475
Carcinogenicity: Data available.	Caused cancer in laboratory animals, but the relevance to humans is uncertain. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 451
Reproductive Toxicity: Data available.	Not expected to be a reproductive toxicant. Test(s) equivalent or similar to OECD Guideline 414
Lactation: No end point data for material.	Not expected to cause harm to breast-fed children.
Specific Target Organ Toxicity (STOT)	
Single Exposure: No end point data for material.	Not expected to cause organ damage from a single exposure.
Repeated Exposure: Data available.	Contains a substance that may cause damage to organs from prolonged or repeated exposure. Based on test data for structurally similar materials. Test(s) equivalent or similar to OECD Guideline 410 413

TOXICITY FOR SUBSTANCES

NAME	ACUTE TOXICITY
ETHYL BENZENE	Inhalation Lethality: 4 hour(s) LC50 17.8 mg/l (Vapor) (Rat); Oral Lethality: LD50 3.5 g/kg (Rat)
NAPHTHALENE	Inhalation Lethality: 4 hour(s) LC50 > 0.4 mg/l (Max attainable vapor conc.) (Rat); Oral Lethality: LD50 533 mg/kg (Mouse)

OTHER INFORMATION

For the product itself:

Target Organs Repeated Exposure: Bone marrow, Liver, Thymus

Vapor concentrations above recommended exposure levels are irritating to the eyes and the respiratory tract, may cause headaches and dizziness, are anesthetic and may have other central nervous system effects.

Small amounts of liquid aspirated into the lungs during ingestion or from vomiting may cause chemical pneumonitis or pulmonary edema.

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Diesel fuel: Caused cancer in animal tests. Caused mutations in vitro. Repeated dermal exposures to high concentrations in test animals resulted in reduced litter size and litter weight, and increased fetal resorptions at maternally toxic doses. Dermal exposure to high concentrations resulted in severe skin irritation with weight loss and some mortality. Inhalation exposure to high concentrations resulted in respiratory tract irritation, lung changes/infiltration/accumulation, and reduction in lung function.

Diesel exhaust fumes: Carcinogenic in animal tests. Inhalation exposures to exhaust for 2 years in test animals resulted in lung tumors and lymphoma. Extract of particulate produced skin tumors in test animals. Caused mutations in vitro.

Contains:

NAPHTHALENE: Exposure to high concentrations of naphthalene may cause destruction of red blood cells, anemia, and cataracts. Naphthalene caused cancer in laboratory animal studies, but the relevance of these findings to humans is uncertain.

ETHYLBENZENE: Caused cancer in laboratory animal studies. The relevance of these findings to humans is uncertain.

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
ETHYL BENZENE	100-41-4	5
NAPHTHALENE	91-20-3	2, 5

--REGULATORY LISTS SEARCHED--

1 = NTP CARC

2 = NTP SUS

3 = IARC 1

4 = IARC 2A

5 = IARC 2B

6 = OSHA CARC

SECTION 12

ECOLOGICAL INFORMATION

The information given is based on data for the material, components of the material, or for similar materials, through the application of bridging principals.

ECOTOXICITY

Material -- Expected to be toxic to aquatic organisms. May cause long-term adverse effects in the aquatic environment.

MOBILITY

More volatile component -- Highly volatile, will partition rapidly to air. Not expected to partition to sediment and wastewater solids.

High molecular wt. component -- Low solubility and floats and is expected to migrate from water to the land. Expected to partition to sediment and wastewater solids.

PERSISTENCE AND DEGRADABILITY

Biodegradation:

Material -- Expected to be inherently biodegradable

Atmospheric Oxidation:

More volatile component -- Expected to degrade rapidly in air

ECOLOGICAL DATA

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Ecotoxicity

Test	Duration	Organism Type	Test Results
Aquatic - Acute Toxicity	48 hour(s)	Daphnia magna	EL50 1 - 1000 mg/l: data for similar materials
Aquatic - Acute Toxicity	96 hour(s)	Fish	LL50 1 - 100 mg/l: data for similar materials
Aquatic - Acute Toxicity	72 hour(s)	Pseudokirchneriella subcapitata	EL50 1 - 100 mg/l: data for similar materials
Aquatic - Chronic Toxicity	72 hour(s)	Pseudokirchneriella subcapitata	NOELR 1 - 10 mg/l: data for similar materials

Persistence, Degradability and Bioaccumulation Potential

Media	Test Type	Duration	Test Results
Water	Ready Biodegradability	28 day(s)	Percent Degraded < 60 : similar material

SECTION 13

DISPOSAL CONSIDERATIONS

Disposal recommendations based on material as supplied. Disposal must be in accordance with current applicable laws and regulations, and material characteristics at time of disposal.

DISPOSAL RECOMMENDATIONS

Product is suitable for burning in an enclosed controlled burner for fuel value or disposal by supervised incineration at very high temperatures to prevent formation of undesirable combustion products.

REGULATORY DISPOSAL INFORMATION

RCRA Information: Disposal of unused product may be subject to RCRA regulations (40 CFR 261). Disposal of the used product may also be regulated due to ignitability, corrosivity, reactivity or toxicity as determined by the Toxicity Characteristic Leaching Procedure (TCLP). Potential RCRA characteristics: IGNITABILITY.

Empty Container Warning Empty Container Warning (where applicable): Empty containers may contain residue and can be dangerous. Do not attempt to refill or clean containers without proper instructions. Empty drums should be completely drained and safely stored until appropriately reconditioned or disposed. Empty containers should be taken for recycling, recovery, or disposal through suitably qualified or licensed contractor and in accordance with governmental regulations. DO NOT PRESSURISE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND, OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION. THEY MAY EXPLODE AND CAUSE INJURY OR DEATH.

SECTION 14

TRANSPORT INFORMATION

LAND (DOT)

Proper Shipping Name: DIESEL FUEL
 Hazard Class & Division: COMBUSTIBLE LIQUID
 ID Number: NA1993
 Packing Group: III
 Marine Pollutant: No
 ERG Number: 128
 Label(s): NONE

Product Name: NO. 2 DIESEL FUEL
Revision Date: 14 Jul 2020
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Transport Document Name: NA1993, DIESEL FUEL, COMBUSTIBLE LIQUID, PG III

Footnote: The flash point of this material is greater than 100 F. Regulatory classification of this material varies. DOT: Flammable liquid or combustible liquid. OSHA: Combustible liquid. IATA/IMO: Flammable liquid. This material is not regulated under 49 CFR in a container of 119 gallon capacity or less when transported solely by land, as long as the material is not a hazardous waste, a marine pollutant, or specifically listed as a hazardous substance.

LAND (TDG)

Proper Shipping Name: GAS OIL
Hazard Class & Division: 3
UN Number: 1202
Packing Group: III
Special Provisions: 88, 150

SEA (IMDG)

Proper Shipping Name: GAS OIL
Hazard Class & Division: 3
EMS Number: F-E, S-E
UN Number: 1202
Packing Group: III
Marine Pollutant: Yes
Label(s): 3
Transport Document Name: UN1202, GAS OIL, 3, PG III, (>38°C c.c.), MARINE POLLUTANT

AIR (IATA)

Proper Shipping Name: GAS OIL
Hazard Class & Division: 3
UN Number: 1202
Packing Group: III
Label(s) / Mark(s): 3
Transport Document Name: UN1202, GAS OIL, 3, PG III

SECTION 15	REGULATORY INFORMATION
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OSHA HAZARD COMMUNICATION STANDARD: This material is considered hazardous in accordance with OSHA HazCom 2012, 29 CFR 1910.1200.

Listed or exempt from listing/notification on the following chemical inventories: AIIIC, DSL, IECSC, KECI, PICCS, TSCA

SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302

CERCLA: This material is not subject to any special reporting under the requirements of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). Contact local authorities to determine if other reporting requirements apply.

SARA (311/312) REPORTABLE GHS HAZARD CLASSES: Acute Toxicity (any route of exposure), Aspiration Hazard, Carcinogenicity, Flammable (gases, aerosols, liquids, or solids), Skin Corrosion or Irritation, Specific

Product Name: NO. 2 DIESEL FUEL
 Revision Date: 14 Jul 2020
 Page 13 of 14

Target Organ toxicity (single or repeated exposure)

SARA (313) TOXIC RELEASE INVENTORY:

Chemical Name	CAS Number	Typical Value
ETHYL BENZENE	100-41-4	0.1 - 1%
NAPHTHALENE	91-20-3	0.1 - 1%

The following ingredients are cited on the lists below:

Chemical Name	CAS Number	List Citations
DIESEL OIL..C9-20	68334-30-5	1, 18
ETHYL BENZENE	100-41-4	1, 4, 10, 17, 19
NAPHTHALENE	91-20-3	1, 4, 10, 17, 19

--REGULATORY LISTS SEARCHED--

1 = ACGIH ALL	6 = TSCA 5a2	11 = CA P65 REPRO	16 = MN RTK
2 = ACGIH A1	7 = TSCA 5e	12 = CA RTK	17 = NJ RTK
3 = ACGIH A2	8 = TSCA 6	13 = IL RTK	18 = PA RTK
4 = OSHA Z	9 = TSCA 12b	14 = LA RTK	19 = RI RTK
5 = TSCA 4	10 = CA P65 CARC	15 = MI 293	

Code key: CARC=Carcinogen; REPRO=Reproductive

SECTION 16 OTHER INFORMATION

 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov. Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by the combustion of this product.

This warning is given to comply with California Health and Safety Code 25249.6 and does not constitute an admission or a waiver of rights.

N/D = Not determined, N/A = Not applicable

KEY TO THE H-CODES CONTAINED IN SECTION 3 OF THIS DOCUMENT (for information only):

H225: Highly flammable liquid and vapor; Flammable Liquid, Cat 2
 H226: Flammable liquid and vapor; Flammable Liquid, Cat 3
 H228(2): Flammable solid; Flammable Solid, Cat 2
 H302: Harmful if swallowed; Acute Tox Oral, Cat 4
 H304: May be fatal if swallowed and enters airways; Aspiration, Cat 1
 H315: Causes skin irritation; Skin Corr/Irritation, Cat 2
 H332: Harmful if inhaled; Acute Tox Inh, Cat 4
 H351: Suspected of causing cancer; GHS Carcinogenicity, Cat 2
 H373: May cause damage to organs through prolonged or repeated exposure; Target Organ, Repeated, Cat 2
 H400: Very toxic to aquatic life; Acute Env Tox, Cat 1
 H401: Toxic to aquatic life; Acute Env Tox, Cat 2
 H410: Very toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 1
 H411: Toxic to aquatic life with long lasting effects; Chronic Env Tox, Cat 2
 H412: Harmful to aquatic life with long lasting effects; Chronic Env Tox, Cat 3

Product Name: NO. 2 DIESEL FUEL

Revision Date: 14 Jul 2020

Page 14 of 14

THIS SAFETY DATA SHEET CONTAINS THE FOLLOWING REVISIONS:

GHS Health Symbol information was modified.

GHS Physical/Chemical Symbol information was modified.

Section 01: Alternate Product Names Table information was added.

Section 06: Accidental Release - Spill Management - Land information was modified.

Section 11: Target Organ Toxicity - Repeat Conclusion information was modified.

Section 14: Marine Pollutant information was modified.

Section 14: Transport Document Name information was modified.

Section 15: National Chemical Inventory Listing information was modified.

Section 16: HCode Key information was modified.

Section 16: Materials Covered information was deleted.

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Internal Use Only

MHC: 1A, 0B, 2, 0, 4, 1

PPEC: C

DGN: 7079307XUS (1012398)

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THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
GASOLINE AND DIESEL FUEL 23-011-DOT
BID TABULATION

				AL WARREN OIL CO.			Petroleum Traders Corporation			Offen Petroleum		
NO.	ITEM	UOM	QTY	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819457	0.0450	\$ 2.3905	\$ 1,958,911.96	0.0595	\$ 2.4050	\$ 1,970,794.09	0.0699	\$ 2.4154	\$ 1,979,316.44
2	Gasoline - 89 Octane*	GAL	558000	-0.0165	\$ 2.5805	\$ 1,439,919.00	0.0295	\$ 2.6265	\$ 1,465,587.00	0.0699	\$ 2.6669	\$ 1,488,130.20
3	Ultra-Low Sulfur Diesel #1**	GAL	16458	0.2000	\$ 3.9407	\$ 64,856.04	0.0521	\$ 3.7928	\$ 62,421.90	0.0625	\$ 3.8032	\$ 62,593.07
4	Ultra-Low Sulfur Diesel #2**	GAL	337500	0.0450	\$ 3.0180	\$ 1,018,575.00	0.0521	\$ 3.0251	\$ 1,020,971.25	0.0625	\$ 3.0355	\$ 1,024,481.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97500	0.0450	\$ 3.0606	\$ 298,408.50	0.0721	\$ 3.0451	\$ 296,897.25	0.0900	\$ 3.1056	\$ 302,796.00
6	Ultra-Low Sulfur Diesel Blended	GAL	61000	0.0450	\$ 3.1715	\$ 193,461.50	0.0521	\$ 3.1019	\$ 189,215.90	0.0625	\$ 3.0355	\$ 185,165.50
7	Biodiesel - B2	GAL	88600	0.0450	\$ 3.0305	\$ 268,502.30	0.0521	\$ 3.0376	\$ 269,131.36	0.0625	\$ 3.0480	\$ 270,052.80
8	Biodiesel - B5	GAL	165462	0.0450	\$ 3.0381	\$ 502,690.10	0.0521	\$ 3.0452	\$ 503,864.88	0.0625	\$ 3.0556	\$ 505,585.69
9	Biodiesel - B11	GAL	15000	0.0450	\$ 3.0381	\$ 45,571.50	0.0521	\$ 3.0402	\$ 45,603.00		NO BID	
10	Biodiesel - B20	GAL	60000	0.0450	\$ 3.0431	\$ 182,586.00	0.0521	\$ 3.0502	\$ 183,012.00	0.0625	\$ 3.0606	\$ 183,636.00
11	Off-Road Diesel with Winter Additive	GAL	100000	0.1000	\$ 3.1206	\$ 312,060.00	0.0721	\$ 3.0501	\$ 305,010.00	0.0900	\$ 3.1205	\$ 312,050.00
12	Off-Road Diesel	GAL	26473	0.1000	\$ 3.0780	\$ 81,483.89	0.0521	\$ 3.0301	\$ 80,215.84	0.0625	\$ 3.0930	\$ 81,880.99
13	Biocide Additive	GAL		0.0500			0.0400				NO BID	
GRAND TOTAL					\$	6,367,025.80			\$ 6,392,724.47			\$ 6,395,687.93

NOTES

1) Price is reflective of OPIS LOW Chicago Rack Base Published price list for January 14, 2023.

2) Offen Petroleum a) provided a price of \$3.1056/gal on line 5. When extended pricing was adjusted from \$306,769.00 to \$306,796.00 and b) Grand Total adjusted to \$6,395,687.93.

Bid Opening 2/28/2023 @ 2:30 PM	VC, NE
Invitations Sent	11
Total Vendors Requesting Documents	3
Total Bid Responses	5

Campbell Transport LLC.			Pilot Travel Centers LLC dba Saratoga Rack Marketing LLC		
MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
0.0757	\$ 2.4212	\$ 1,984,086.91	0.0119	\$ 2.3574	\$ 1,931,787.93
0.0757	\$ 2.6727	\$ 1,491,378.60		NO BID	
0.0757	\$ 3.8164	\$ 62,810.67		NO BID	
0.0757	\$ 3.0487	\$ 1,028,943.51		NO BID	
0.0757	\$ 3.0913	\$ 301,403.85		NO BID	
0.0757	\$ 3.2023	\$ 195,337.95		NO BID	
0.0757	\$ 3.0612	\$ 271,224.22		NO BID	
0.0757	\$ 3.0688	\$ 507,773.34		NO BID	
0.0757	\$ 3.0638	\$ 45,957.32		NO BID	
0.0757	\$ 3.0738	\$ 184,429.29		NO BID	
0.0757	\$ 3.0963	\$ 309,632.15		NO BID	
0.0757	\$ 3.0537	\$ 80,841.17		NO BID	
1.5000				NO BID	
		\$ 6,463,818.97			\$ 1,931,787.93



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: February 26, 2024

SUBJECT: Supplemental Resolution for Motor Fuel Tax for Section 22-00102-00-RS 2023 REBUILD Illinois Resurfacing Project

RECOMMENDED ACTION:

To approve the supplement resolution for an additional \$77,928.76 of Motor Fuel Tax Funds for the 2023 REBUILD Illinois Resurfacing Project. The Village Board approved the final change order for the 2023 REBUILD Illinois Resurfacing, which increased the total cost of the project to \$1,278,671.60. Prior to the project, the Village Board approved resolutions for Rebuild Illinois Bonds and Motor Fuel Tax totaling \$1,200,742.84 and leaving a funding gap of \$77,928.76. This resolution is required to allow the utilization of Motor Fuel Tax to fund the difference. Staff recommends the approval of this resolution to utilize motor fuel tax.

BACKGROUND:

During the July 24th, 2023 Board Meeting, the Village Board approved resolution 23-50 to utilize \$1,100,743.84 of the Villages Rebuild Illinois Bonds and resolution 23-51 to utilize \$100,000 of Motor Fuel Tax Funds for a total of \$1,200,742.84 for the 2023 Rebuild Illinois Resurfacing Project. During construction, additional sidewalk replacement was added to ensure the Village utilized all of its Rebuild Illinois Bond Funding along with final field measurement increased the cost of the project. The final change order for the project was approved by the Village Board on February 12th for a total project cost of \$1,278,671.60. Therefore, the previous funding resolutions were not adequate for the final amount creating a \$77,928.76 shortfall. This supplemental resolution will allow the Village to use Motor Fuel Tax to fund the remaining balance of the project.

DISCUSSION:

The staff recommends utilizing additional Motor Fuel Tax funding for the additional cost of the project. If Motor Fuel Tax funding is not authorized the Village will need to fund the additional cost from either the General Fund or the Street Improvement Utility Tax Funds. The Motor Fuel Tax Fund balance can incorporate the additional cost.



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Supplemental

Resolution Number

Section Number

22-00102-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village

Governing Body Type

Local Public Agency Type

of Villa Park Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Central Blvd	0.6		Addison Ave	Cornell Ave
Congress St	0.2		Ardmore Ave	Summit Ave
Cornell Ave	0.6		Madison St	Park Blvd
Cornell Ave	0.2		Central Blvd	Kenilworth Ave
Harvard Ave	0.5		Central Blvd	St. Charles Rd
Van Buren St.	0.1		Cornell Ave	Summit Ave

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

This project consist of milling and resurfacing, intermittent curb and gutter removal and replacement, ADA curb and ramps with detectable warnings, selected pavement patching, drainage and utility structure adjustments or reconstructions, landscaping, and pavement markings.

2. That there is hereby appropriated the sum of Seventy Seven Thousand Nine Hundred Twenty Eight and 76/100

Dollars (\$77,928.76) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Hosanna Korynecky

Village

Clerk in and for said Village

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Villa Park in the State aforesaid, and keeper of the records and files thereof, as provided by

Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Villa Park

at a meeting held on February 26, 2024

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this February, 2024

Day

Month, Year



(SEAL, if required by the LPA)

Resolution for Improvement Under the Illinois Highway Code

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: February 26, 2024

SUBJECT: Acceptance of the Environmental Concerns Commission Minutes of the November 16, 2023 Meeting.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

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

Environmental Concerns Commission

November 16, 2023

7:00 PM

Chairperson: Robert Wagner

Commissioners: Joe Amore, Marianne Greco, Sandra Hill, Ellen Jurkonis, Tamara Lambert-
Wasilewski and Allan Leishman

1. **Call to Order - Roll Call** – The meeting was called to order at 7:08 and a quorum was reached with the attendance of Commissioners Amore, Greco, Jurkonis, Leishman and Chairman Wagner. Commissioners Hill had an excused absence. Staff member Mike Guerra was present. Recording began.
2. **Public Comments on Agenda Items** - none
3. **Amendments to the Agenda** – Chairman Wagner asked for a motion to add item 5g to the agenda for a discussion on Styrofoam collection. Commissioner Leishman made the motion with a second by Commissioner Greco. Motion passed.
4. **Approval of Minutes - Meeting held on October 26, 2023** – After discussion and corrections, Commissioner Leishman made a motion to accept the October 26, 2023 minutes with a second by Commissioner Greco. Minutes were approved as corrected.
5. **Business**
 - a. **Report of the Bike, Pedestrian and Transit Subcommittee** – Chairman of the subcommittee, Leishman, reported that discussions included the redevelopment of St. Charles Road and the proposed draft of a letter to the Village staff and Village Board about this matter. There were updates on various events and issues of the subcommittee.
 - b. **Follow-up on Goal Setting Session (2023 - 2024)** – Commissioner Greco will develop a post for social media about neighborly sidewalk snow clearance. Chairman Wagner shared information about the Cooking Oil Collection and flushable wipes. Commissioner Amore commented on yard waste and possible places for composting appropriate materials. Commissioner Leishman's goal on climate change will include support of the ComEd program at the Library in December. Commissioner Jurkonis deferred information on the school recycling program until a date closer to the event.
 - c. **Recap of Halloween Happenings Participation** – Chairman Wagner reported that 77 families attended the Pumpkin Smash event and 3.27 tons of pumpkins were collected for composting. Discussion took place on ways to increase promotion of the event, a possible later date to allow for home decoration time as requested by a citizen, the pickup at Jewel by

Chairman Wagner, possible addition of some activities to enhance the event, and the success of encouraging the Boy Scouts to bring their pumpkins to the Smash.

d.Communication / Community Outreach –

- **Cooking Oil Collection (November 25th)** - Chairman Wagner will work at the Cooking Oil Collection at the Salt Creek Sanitary District.
- **Joyful Traditions (December 2nd)** – The tree has been ordered and North School's K-Kids will create the decorations and trim the tree at 3:30 on Tuesday, November 28th. The ECC plans to collect the lights when the trees are ready for removal.
- **ComEd Home Energy Efficiency Presentation (Wednesday, December 13th at the Villa Park Library.**
- **Green Champion Award 2023** – Announcement of this will be in Village Matters and selection will be made at the March meeting.
- **Social Media Posts** – Volunteers for posting are as follows:
 - December 4** – Leishman – World Soil Day (Chairman Wagner recommended a YouTube feature on Soil by Mark Paulsen to the members.)
 - December 11** – Greco – Shoveling
 - December 18** – Light recycling – no assignment
 - January 5** – Wagner - Bird Day
 - January 8** – Jurkonis – Plastic Bags
 - January 15** – Greco – Walking in the Cold
 - January 22** – Leishman – Clean Energy
 - January 29** – Jurkonis – Green Champion Award

e. Metropolitan Mayors Caucus Presentation – CROCUS – Chairman Wagner reported on the Community Research On Climate and Urban Science program run by Argonne to study climate in the area. Data collection would be a key component and would aid in determining climate issues and trends. Chairman Wagner mentioned this as a learning opportunity for kids and wondered about collection data stations in Villa Park. More information is needed and this item will be put on the January agenda.

f. Update on D45 Eco-Club Plastic Bag Collection – Commissioner Jurkonis has been in contact with SCARCE and D45 to determine what the ECC should or could do to help with this project. It was suggested that the ECC support the Villa Park schools participating. NexTrex provides benches to schools reporting that they have collected 1000 pounds of plastic bags. Mr. Guerra shared the type of plastic that could be included. The ECC will begin collecting bags at Joyful Traditions. Commissioner Jurkonis will do a social media posting to Mr. Pisano in time for publicizing this collection.

g. Polystyrene Collection – Chairman Wagner reminded the members that this discussion was begun under the leadership of former ECC member Schiefer. He indicated there were some issues to be considered. Commissioner Amore reported that Western Springs has a contract with DART and a Green Team from a

Congregational Church mans the event the first weekend of the month. Only materials stamped with a 6 are accepted and currently they can be recycled in Aurora. Commissioner Amore volunteered to continue to deliver materials to the Western Springs collection site. ECC members are grateful for this effort. Commissioner Amore requested that this be put on the January agenda.

6.Public Comments on Non-Agenda Items - none

7.Commissioner Comments – Commissioner Amore reminded members about Small Business Day, the 25th. Commissioner Jurkonis reported that there is a new Illinois Monarch Project which has a goal of adding 150 million milkweed stems by 2038

8.Chairman Comments – Chairman Wagner shared his interest in the Illinois Water Environment Association and the value of that group. He provided some details on the net zero Downers Sanitary District.

9. Village Staff Comments – Mr. Guerra was contacted by Lombard about Villa Park's pen and battery collections and the use of Terra Cycle for that program. He also shared information about the current status of charging stations in the village including consideration of their installation at the Metra Station. He mentioned some issues that have occurred in other communities and that he is seeking input from other communities. Chairman Wagner reported that the Metropolitan Mayors Caucus has information for communities on EV Readiness.

10.Adjournment- Chairman Wagner asked for a motion to adjourn. Commissioner Amore made that motion with a second by Commissioner Greco. Motion passed and meeting was adjourned at 8:45 p.m.

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



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: February 26, 2024

SUBJECT: Acceptance of the Bike Pedestrian and Transit sub-committee Minutes of the November 16, 2023 and December 16, 2023 Meetings.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

Village of Villa Park
Minutes
Bike, Pedestrian & Transit Advisory Sub-Committee
of the Environmental Concerns Commission
November 16, 2023: 6:00 PM

Approved 1/25/2024

1. **Call to Order - Roll Call:** The meeting was called to order at 6:00 PM
Present: Alan Leishman, Marianne Greco, Robert Wagner, Joe Amore
Absent: None
Others Present: None, until Mike Guerra arrived between item 5i and 5j.

Recording Started

2. **Public Comments:** No public present
3. **Amendments to the Agenda:** None
4. **Approval of Minutes:** RW motioned to approve the minutes of 10/26 with one typo corrected. JA 2nd. No discussion. Approved by unanimous voice vote.

5. **Business**

a. **TIF 7 (St. Charles Road) Recommendation:** AL presented a draft of the recommendation regarding the TIF 7 project that will be shared with the Village Board and read aloud at TIF 7 meetings. RW motioned to accept the recommendation as written. MG 2nd. RW praised the document. AL explained that he avoided the phrase “road diet” because the 2018 Bike/Pedestrian Master Plan indicated that St. Charles had too much traffic for a road diet. That Master Plan did recommend other means to make the road safer for pedestrians and cyclists. MG noted that at the 2018 meetings terms like “road diet” were unpopular among businesses as they imply less customers traveling past the businesses.

The recommendation was approved as written. AL will sign it and reshare with this committee and appropriate stakeholders, such as the Village Manager, the Manager’s Secretary, the Village President, and the Public Works Director. They can distribute to other relevant parties. The full text of the document is at the end of these minutes.

b. **VP Comprehensive Plan:** RW attended the Traffic and Safety Commission’s meeting last week. There seemed to be very little interest in having a combined “DIY” meeting regarding this issue, but that Houseal Lavigne presented information at the meeting. Of note, there have been over 600 responses from the public; many of them using the map.social app. That presentation is available on the YouTube channel. Public feedback is open until the end of the year.

The Environmental Concerns has conducted one special meeting regarding the Comprehensive Plan, and the committee felt no additional special meetings were needed.

c. **Rail Under/Overpass(es)/Grade Separation:** RW noted that at the most recent Traffic & Safety Commission meeting Public Works Director Mike Guerra shared the CDM Smith presentation and agreed to also share it with this committee. CDM Smith is still refining the study and the recommendations. JA noted that the T&S Commission did not engage with the presentation; there were no follow up comments or questions. The BPT committee renewed the resolve to follow the project, especially before plans are finalized and make relevant recommendations. The study portion

will go well into 2024, and once a final plan is approved, CDM Smith will remain part of the process to help with things like negotiating with coordinating agencies.

RW and JA both noted that this committee needs to stay diligent watching Village Board agendas and actions.

d. PACE Bus Route 313: AL began brainstorming events to encourage usage. Suggested an event have a “tangible value” to participants like free bus fair or a discounted lunch. RW had asked Chris Rose what other communities do to promote ridership – she didn’t know. JA will reach out to Chris Rose.

JA thought perhaps the committee could create a survey of village residents for ideas on how to improve. MG noted that the Active Transportation Alliance has more experience, and resources to accomplish this, even on the village level. AL suggested we heavily promote all opportunities for public input to Villa Park residents.

RW suggested we invite Tom Marcucci of the PACE board to make a presentation. AL will reach out to Marcucci regarding visiting our meeting.

Other event ideas included: (MG) a scavenger hunt or “bus rally,” (JA) a pub crawl as they are usually quite popular.

e. Villa Avenue Improvement Project: The next public input meeting will be in 2024. JA asked about the comment in a past meeting that train traffic is too low to prioritize grade separation. This comment was most likely in reference to Canadian National traffic. Also, Salt Creek Trail is NOT county owned, which makes accessing other properties for improvements even more difficult. There was additional speculative & historical conversation about the issues.

JA feels that recent train-line mergers may increase train traffic and also expressed concern about particularly dangerous rail crossings.

f. TriTrail Connector: The project is well under way per JA. Construction will be completed in 2024.

g. Suicide Prevention Signs: JA noted that many signs at the train station still need updating, but that public works is not making it a priority. The train safety sign at Villa and North Ave. was damaged several months ago and is still waiting repair. However, phone number for suicide prevention has been corrected where relevant.

h. DuPage Railroad Safety Council: AL asked JA to provide reports from the Rail safety meetings. He agreed to report any applicable information from those meetings.

JA is trying to take their safety message statewide in state publications. He also offered to present DRSC grant opportunities to the Village Board.

i. Cost of Commuting in Chicago: JA shared an article about the cost of commuting in Chicago that discussed the return to in-person work and the higher cost of commuting to an office. He suggested we discuss ways to alleviate those commuting costs. RW spoke of the growing bike share

and car share programs, noting that many people are choosing not to own cars. It is changing the economy.

He also mentioned an organization that deals with mobility; by coordinating the multiple options for getting from A to B. (trains, ride share, bus etc). The committee brainstormed ideas for helping: Free parking at train stations? Charging stations? AL noted it's free to park a bicycle at Metra. AL appreciated that the article detailed the costs – buying lunches, car maintenance, etc. and provided statistics about car ownership compared to public transit costs.

[Mike Guerra arrived].

j. Community Outreach/Education: RW stated that May is usually Bike Month and believes we should begin creating events for next May. There will be one smart cycling class through Parks & Recreation. The Ride of Silence may be in May. He asked us to think of other ideas for May event.

AL and RW plan on attending the North School PTA meeting to talk about Bike to School Day.

MG presented the first draft of ideas for creating a Golden Shovel Award to encourage timely and thorough snow clearing throughout the Village and would like the committee to review and discuss it further.

Summary of DRAFT Golden Shovel Award Program:

Goal: To encourage well cleared sidewalks with an awards program. Possible "golden shovel/SAFE" options include:

- A. Social Media Shoutouts to those who do a good job after every snowfall
- B. Award a "golden shovel" to the organization and individual that gets the most nominations.
- C. Award a "golden shovel" to the organization and individual that gets the worthiest nomination description.
- D. Enter anyone who is nominated into a raffle to win prizes at the end of the season.

JA mentioned that the Village should be posting the guidelines and ordinances regarding snow removal.

The Villa Ave business district is a small and compact area that might be interested a snow clearing competition among themselves. MG will reach out to them about as well as work on implementing the Village-wide award.

6. Commissioner, Village Board Liaison, and Village Staff Comments: MG spoke of the American Public Works Association's "Excellence in Snow and Ice Control Award that went to only 5 cities in 2022 (two of the five are in Illinois). RW attended a Metra webinar about bicycles. Notably Metra is experimenting with different ways to handle bikes on trains. He provided the link to the webinar recording: <https://youtu.be/SHwhoqs0REg>. JA asked that we discuss it at the committee's December meeting. JA also wanted to discuss expanding the Metra station hours during cold weather. AL had no comments. Village Staff had no comments.

7. Adjournment: RW motioned to adjourn. JA 2nd. The meeting was adjourned at 7:07 PM.

Bicycle, Pedestrian, and Transit Sub-Committee

Adopted: November 16, 2023

Village of Villa Park Board of Trustees,

It is the opinion of this subcommittee that St. Charles Road is in need of redevelopment to better accommodate the pedestrians and bicyclists of our Village.

To quote the 2009 Village Comprehensive Plan:

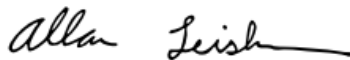
“The corridor lacks landscaping and appropriate pedestrian facilities, and the width of the roadway makes this corridor more of an edge between residential areas to the north and south rather than a seam that binds them together.”

Additionally, the 2018 Bicycle & Pedestrian Master Plan found that the Ardmore Avenue & St. Charles Road intersection was the #1 location for pedestrian crashes in our Village, with 4 crashes between 2010 and 2015 alone.

Key improvements that could be made include the broadening of existing sidewalks, the installation of additional crosswalks, and the addition of protected bicycle lanes where suitable.

For this reason, we as a Sub-Committee strongly endorse the proposed TIF 7 Redevelopment Plan goal of revitalizing St. Charles Road following “complete street” strategies to add such protective infrastructure for bicyclists and pedestrians to the corridor.

Sincerely yours,



Chair

Bicycle, Pedestrian, and Transit Sub-Committee

Summary of DRAFT Golden Shovel Award Program:

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- C. Award a “golden shovel” to the organization and individual that gets the worthiest nomination description.
- D. Enter anyone who is nominated into a raffle to win prizes at the end of the season.

Village of Villa Park
Minutes
Bike, Pedestrian & Transit Advisory Sub-Committee
of the Environmental Concerns Commission
December 16, 2023: 9:00 AM

Approved 1/25/24

1. **Call to Order - Roll Call:** The meeting was called to order at 9:04 AM
Recording started.

Present: Alan Leishman, Marianne Greco, Robert Wagner
Absent: Joe Amore, Excused
Others Present: None

2. **Public Comments:** No public present
3. **Amendments to the Agenda:** None
4. **Approval of Minutes:** Tabled until the January meeting. RW motioned to table the minutes until the next meeting, 2nd by MG. Motion passed with a voice vote.
5. **Business:**
 - a. Golden Shovel Program: MG reviewed the proposed sections and also suggested an award for a whole block that does an exemplary job. JA request that we discuss the need for this program due to potential reduction of snowfall from climate change. The committee generally felt that there is likely to be some snow and ice for several years yet and to move forward with the program. It will be evaluated each year. After discussion the committee decided that the first year of the program will consist of a residential and a business award. AL is concerned that the award will go to whoever hires the best plowing, rather than people who are genuinely helpful. This is an issue we will watch, and adjust the criteria as needed.

Residential: The committee will create a google form for people to nominate people who have been particularly good neighbors by helping others clear their walkways. Every nominee that meets the criteria will receive a letter awarding them a “golden shovel” and thanking them.

The contest will be announced as soon as the form and letter are generated and approved by the Village. Additional social media will go out after every snow or ice event reminding people of the contest.

Next Steps: Create Google Form for nominating someone. Communicate clearly the criteria for getting the award. Announce it on Social Media. Design and compose the award letter and arrange for printing and mailing. Be sure to include requests for permission to publish their names, ask for pictures we can use. Etc. Consider an award ceremony for the recipients at a Board Meeting.

Business: This would be open to any business or nonresidential property. The committee would like to start by suggesting the Villa Avenue business owners effectively hold their own friendly competition. This could take the form of a “trophy” or tangible item that is awarded weekly, after every weather event, or annually and passed from one winning business to the next. Additional rewards could include social media thank-you and/or an award ceremony at a Village Board meeting. The committee could help with creating the award, social media and/or judging.

Next Steps: Meet with one or more Villa Avenue business owners (such as Tony Odo of Michael Anthonys) to refine the program.

- b. **North School Walk/Roll to School Day:** RW and AL attended the North School PTA meeting. The Assistant Principal and 7-8 other people were there. They passed out fliers about walk/roll to school day on May 8th. The group expressed interest and there was some discussion about the next steps and who granted permission. RW will set up a meeting with the North School principal to find out exactly what needs to be done.
- c. **Bike Month (May 2024):** RW saw a movie called “Machine Within” about the importance of bicycling for transportation around the world. The filmmakers are looking for venues to show it. Suggested we consider screening that, or other bicycling movies during bike month. MG suggested a bicycle themed art show but said that a ride event during bike month is essential.
AL noted that the Ride of Silence takes place in May, and would be an important event to participate in. We should expand on last year’s ride that we shared with Elmhurst Bicycle Club. RW is most likely going to schedule a Smart Cycling class. Spring Sweep is also in May; the committee should avoid scheduling activities during that event. The consensus was that the following are attainable: a bicycle-related movie screening, participating in the Ride of Silence, Collaborating with North School on a Bike/Walk to School Day, and a Smart Cycling class.

RW also noted that there will be Miscellaneous Safety Classes in Schools (during school hours) as part of their mandated bike safety curriculum.

- d. **PACE Bus Route 313:** AL has been considering how to promote the bus route and still needs to contact Tom Marcucci (PACE, DuPage County) about attending one of our meetings. He followed up on JA’s idea for a pub crawl by investigating bars and pubs along the 313 route. He is hoping to do a trial with friends to test using the bus to visit Phase Three Brewing Company in Elmhurst, More Brewing in Villa Park and Noon Whistle Brewing in Lombard. If successful the next steps would be to see if we can interest the Chambers of Commerce to participate in some way, such as subsidizing the bus tickets. RW and MG both expressed concern about the timing of the busses. Weekends the buses run hourly.
- e. **Community Outreach/Education:** MG provided the Village with a social media post about shoveling and will provide another for January regarding walking in the cold. May, which is bike month, will include a lot of outreach. RW talked about the walking club and asked about graphic designers to help create a flier to generate interest.

6. **Commissioner, Village Board Liaison, and Village Staff Comments:** MG – none.
RW – none. AL - Attended an advocacy webinar with Active Transportation Alliance and Ride Illinois. Ride Illinois is working with the Secretary of State to revise Driver’s Ed training in schools and to include bicycle curriculum for middle schoolers.

He also noted that there will be a National Bike Summit in DC in March, the ask that anyone attending let them know. There is a discount code for a \$10 discount on Ride Illinois memberships. The Illinois Bike Summit postponed to 2025. RW has attended 3 previous Illinois bike summits and found the information valuable. The committee should consider sending someone every year.

Active Transportation Alliance is conducting “street team” training to help improve transportation advocacy. There is an online session 1/9 and in person trainings 1/17 and 1/25.
(<https://activetrans.org/about-us/get-involved/street-team>).

ATA is also expected to be holding a Bike Walk Every Town summit in 2024.
RW noted that he was unable to attend the most recent ATA annual membership meeting.

- 7. **Adjournment:** RW motioned to adjourn. MG 2nd. The meeting was adjourned at 10:13 AM.



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: February 26, 2024

SUBJECT: Acceptance of the Traffic and Safety Commission Minutes of the November 7, 2023 and January 2, 2024 Meetings.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

VILLAGE OF VILLA PARK

Village Hall, Board Chambers

20 South Ardmore Avenue

Villa Park, Illinois 60181

Traffic and Safety Commission

November 7, 2023

8:00 PM

Chairperson J. Pienkos

Commissioners Jack Cuthbertson, Vicki Flaskamp, Edward McMurray,
Carl Timmerman, Karen Timmerman, Bob Wagner

MINUTES OF THE MEETING HELD IN VILLAGE HALL BY THE TRAFFIC AND SAFETY COMMISSION OF THE VILLAGE OF VILLA PARK ON NOVEMBER 7, 2023

1. Call to Order.

Chairperson Pienkos called the meeting to order at 8:04 p.m.

2. Roll Call.

Ex-Officio Guerra called the roll.

PRESENT: Cuthbertson, Flaskamp, McMurray, Pienkos, C. Timmerman, K. Timmerman,
Wagner.

ABSENT: None.

Staff Present: Michael Guerra, Director of Public Works; Jesus Landa, Police Sergeant.

Board Present: None.

Others Present: None.

3. Amendments to the Agenda.

Motion to add an item to the agenda entitled "Operation of the commission" was made by Commissioner Wagner and seconded by Commissioner Flaskamp. Voice vote passed with all ayes.

Motion carried.

New item "Operation of the commission" added to the agenda under New Business.

4. Public Comments on Agenda Items.

None.

5. Public Comments on Non-Agenda Items.

None.

6. Presentations.

6a. Report of the Bike, Pedestrian, and Transit Subcommittee.

Commissioner Wagner gave a report of the Bike, Pedestrian, and Transit Subcommittee. Commissioner Wagner mentioned that the subcommittee had met in July, August, and September, and that the last meeting of the subcommittee was on Thursday, 10/26/2023.

Topics included the Railroad Grade Separation Feasibility Study, a bike valet at Brewfest, the Bicycle Friendly Community application, a public survey related to the Bicycle Friendly Community application, the Village of Villa Park Comprehensive Plan Update, the Comprehensive Plan Do-It-Yourself (DIY) Community Workshop, Pace Bus Route 313 and Regional Transportation Authority (RTA) ridership data, a bike to school day, the Village Avenue Improvement Project, construction of the Tri-Trail Connector Project, the DuPage Trails Plan, and an app called Strava Metro that collects data on the use of pedestrian and bicycle facilities.

6b. Railroad Grade Separation Feasibility Study Update.

Ex-Officio Guerra made a presentation of the Railroad Grade Separation Feasibility Study. Following the presentation, commissioners discussed several questions they had about the study with Ex-Officio Guerra.

A copy of the PowerPoint presentation is attached to these minutes.

7. Approval of Minutes.

7a. Consider approval of pending minutes from Traffic and Safety Commission meeting held on July 11, 2023.

Motion to approve the minutes of the Traffic and Safety Commission meeting held on July 11, 2023, was made by Commissioner Wagner and seconded by Commissioner C. Timmerman. Voice vote passed with all ayes.

Motion carried.

8. Old Business.

8a. Item No. 893 – Parking restrictions and striping on South Villa Avenue north of Madison Street.

Chairperson Pienkos noted that the ordinance had been adopted by the Village Board and asked if there was interest in closing the agenda item.

Motion to close Item No. 893 was made by Commissioner McMurray and seconded by Commissioner Wagner. Voice vote passed with all ayes.

Motion carried.

Item closed.

8b. Item No. 894 – Striping and signage for the crosswalk on Jackson Street at Leslie Lane.

Commissioners discussed that the striping and signage had been installed and that the item was now complete.

Motion to close Item No. 894 was made by Commissioner C. Timmerman and seconded by Commissioner K. Timmerman. Voice vote passed with all ayes.

Motion carried.

Item closed.

8c. Item No. 897 – On-street accessible parking.

Commissioners again discussed the resident's request at length.

Commissioner Wagner noted that he had contacted several other area municipalities to determine how they handle these situations, and reported that there was no consistent policy or procedures for addressing these types of requests.

Commissioners discussed that they were generally in agreement that this particular request for an accessible parking space did not warrant approval, but questioned whether the commission should pursue the topic in preparation for similar requests that might be received in the future.

Commissioners agreed that the item would be left on the agenda for further discussion at the next commission meeting.
Item pending.

9. New Business.

9. Operation of the commission.

Chairperson Pienkos asked Commissioner Wagner if he would like to discuss the new item. Commissioner Wagner stated that he would like to discuss the commission budget, noted that he had been informed by Finance Director Howard that the commission's budget for 2023 was \$2,200, and that to date the commission had not spent any funds. Commissioner Wagner noted that the commission used to have two staff members assigned, including a staff liaison and a commission secretary, but that since the commission secretary had left there were issues with the commission receiving draft minutes in a timely manner. Commissioner Wagner asked if the commission's budget could be used to hire a new commission secretary to attend meetings and take the minutes.

Chairperson Pienkos responded that he would like to have an opportunity to discuss further with the Village Manager's office before responding.

Commissioner Cuthbertson requested the information regarding the commission's budget. Commissioner Wagner stated that he would like to discuss commission membership, noted that village ordinance states that the commission is supposed to have nine members, and that village ordinance states that commissioners may be removed from the commission if they do not fulfill their duties. Commissioner Wagner asked if unexcused absences are tracked and Chairperson Pienkos responded that they are. Commissioner Wagner stated that he had sent an email regarding a commission meeting that was cancelled due to lack of a quorum but that he had not received a response. Chairperson Pienkos responded that the meeting had to be cancelled because one commissioner became sick and another commissioner was held up at work.

Commissioner Wagner asked what efforts were taking place to recruit more commissioners. Chairperson Pienkos responded that he was awaiting information from the Village Manager's office as to the possibility of the Village President appointing new members to the commission. Chairperson Pienkos added that if there was anyone who might be interested that they should be asked to fill out an application.

Commissioner Wagner mentioned the Village of Villa Park Comprehensive Plan Update and the associated Do-It-Yourself (DIY) Community Workshop. He stated that the Environmental Concerns Commission had completed the workshop, but that the Bike, Pedestrian, and Transit Subcommittee had been interested in holding a joint workshop with the Traffic and Safety Commission. Commissioner Wagner stated that he had sent multiple emails regarding the community workshop and had not received any response.

Chairperson Pienkos responded that he had asked Ex-Officio Mantels to look into this further and report back and that he was awaiting additional information. Chairperson Pienkos stated that to date he had not received any communication from the Village Manager's office or from other village staff regarding the comprehensive plan workshop.

Commissioner Wagner asked where emails that are sent to trafficandsafety@invillapark.com are routed. Chairperson Pienkos responded that they typically go to the Village Manager's office or to other village staff and are then forwarded along as necessary.

9a. Appointment of a chairperson of the commission.

Chairperson Pienkos stated that the commission was required to appoint a chairperson every two years and asked if any of the commissioners were interested.

Commissioner Wagner nominated Commissioner Flaskamp. Commissioner Flaskamp declined the nomination.

Chairperson Pienkos asked if any of the other commissioners were interested. Chairperson Pienkos also noted that he would be willing to continue as Chairperson.

Commissioner K. Timmerman nominated Commissioner Pienkos.

Roll call vote tallied five (5) ayes made by Commissioners Cuthbertson, McMurray, C. Timmerman, K. Timmerman, and Flaskamp; and one (1) vote of present by Commissioner Wagner. There were no nays.

Commissioner Pienkos elected chairperson of the commission for a term of two years.

New item(s).

None.

10. Commissioner Comments.

Commissioner McMurray had no report or recommendations.

Commissioner C. Timmerman advised that December would be a busy month for him but that he would do his best to be present for the December commission meeting.

Commissioner K. Timmerman had no report or recommendations.

Commissioner Cuthbertson had no report or recommendations.

Commissioner Flaskamp wished everyone a Happy Thanksgiving, stated that she hoped everyone would be able to attend Joyful Traditions, and mentioned that she might not be able to attend the December commission meeting.

Commissioner Wagner noted that he received an email from a resident who lives at Ardmore and Washington and that he had forwarded it to Chairperson Pienkos and Ex-Officio Mantels but had not received a response. The resident noted that he had witnessed motorists, including many motorcycles, violating stop signs at the intersection of Ardmore and Washington and elsewhere in the village. Commissioner Wagner stated that he encouraged the resident to send an email to traffican dsafety@invillapark.com. Commissioners discussed that an increased police presence would be beneficial and asked Sergeant Landa if that would be possible. Sergeant Landa asked if there were any particular days or times when these violations were occurring. Commissioner Wagner responded that he would contact the resident to inquire.

11. Chairperson Comments.

Chairperson Pienkos hoped everyone would have wonderful family time with loved ones at Thanksgiving, and stated that he hoped that everyone could attend the December commission meeting.

12. Village Board Liaison Comments.

None.

13. Village Staff Comments.

Ex-Officio Guerra noted that the village was wrapping up several construction projects, and thanked the commission for allowing him to present on the Railroad Grade Separation Feasibility Study.

14. Adjournment.

Motion to adjourn was made by Commissioner C. Timmerman and seconded by Commissioner McMurray. Voice vote passed with all ayes.

Motion carried.
Meeting adjourned at 9:43 p.m.

Respectfully submitted,

Kevin L. Mantels
Assistant Village Engineer

Next Meeting is scheduled for December 5, 2023.

Villa Park | Grade Separation Feasibility Study Project Status Meeting



September 11, 2023

CDM
Smith

Page 1

Villa Park

Agenda

- Study overview
- Existing conditions analysis
- Survey results
- Concept development process
- Assessment of impacts and benefits
- Open discussion/questions
- Next steps

Villa Park | Grade Separation Feasibility Study

CDM
Smith

Page 2

Study Overview

The intent of the study is to assess the nature and demand of user access across the Union Pacific Railroad (UPRR) within the Village limits and to identify feasible means to grade separate permanent access for motorized and non-motorized users.

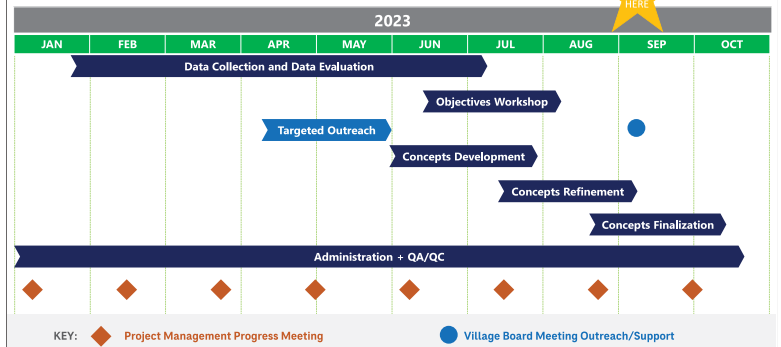


3 Villa Park | Grade Separation Feasibility Study

CDM
Smith

Page 3

Feasibility Study - Project Schedule



4 Villa Park | Grade Separation Feasibility Study

CDM
Smith

Page 4

Existing Conditions Review



Villa Park | Grade Separation Feasibility Study

CDM
Smith

Page 5

Local Traffic Profile

Westmore Ave.

- Local road
- No current crossing
- Two-lane cross section

Addison Rd.

- Minor arterial
- ADT: 9450
- Four-lane cross section

Ardmore Ave.

- Major collector
- ADT: 7550
- Two-lane cross section

Villa Ave.

- Minor arterial
- ADT: 6200
- Two-lane cross section



6 Villa Park | Grade Separation Feasibility Study

CDM
Smith

Page 6

2018 Average Motorist Delay per Weekday

UPRR Line

- Average of 100 trains per day
- 59 Metra trains

Addison Rd.

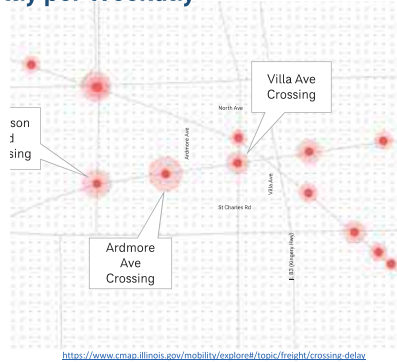
- 159.04 total hours of delay

Ardmore Ave.

- 133.90 total hours of delay

Villa Ave.

- 106.14 total hours of delay



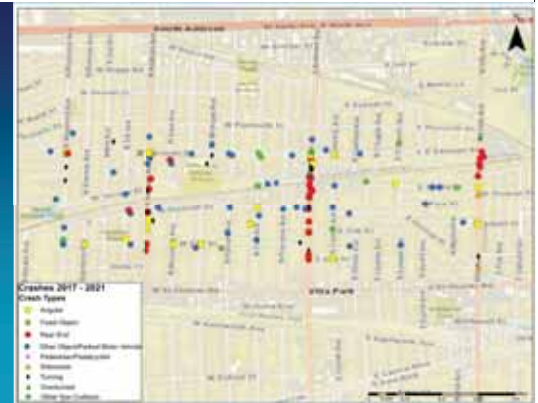
*CMAP NEIL At-Grade Railroad Crossing Motorist Delay, 2018

<https://www.cmap.illinois.gov/mobility/explore8/topic/freight/crossing-delay>

5-Year Crash History

Vehicular Crash Data:

- Evaluated last 5 years of available crash data (2017-2021)
- 169 total crashes in the project area
- No fatalities



Environmental Screening Results



Source: Google Earth

- Low environmental risks
 - No critical habitats within the proposed project area
 - No Historic & Architectural Resources in study area
 - Low risk of flooding
- Potential environment issues
 - Potential 4(f) Impact at Iowa Community Center property (Addison) or North Terrace Park (Westmore)
 - North Terrace Park Freshwater Pond along Westmore Ave (Wetland)

Public Engagement



Online Survey Results – Key Take Aways

- No clear preferred location for improvements
- Share of respondents indicating “very concerned” or “concerned” for the following topics:
 - Emergency response times: **92%**
 - Vehicle delay: **91%**
 - Reliable travel times: **85%**
 - Bike/ped safety: **82%**
 - Bike/ped delay: **76%**
 - Vehicle safety: **69%**
 - Metra station access: **63%**
 - Air quality: **58%**
- Common themes in open-response items
 - Need for improved north-south vehicle access across railroad
 - Need for improved access to community destinations (e.g., Iowa Rec Center and schools)
 - Need for pedestrian crossing improvements at Metra station (potentially as under/overpass)
 - Poor pavement conditions at Villa Avenue crossing



Available through May 2023
Over 150 responses

Alternatives Development





Motorized Alternatives - Considerations

Overpass vs Underpass

- Underpass is generally more expensive
- Underpass typically has less impact on properties and access
- Both options have long lead times based on railroad coordination and approval



Proposed Roadway Section Alternatives



- Two Lanes
- Shared Ped/Bike Path

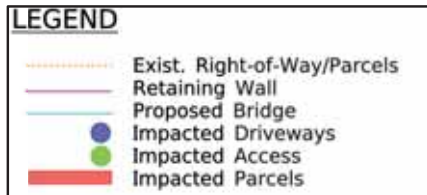


- Four Lanes
- Shared Ped/Bike Path

Assessment of Impacts and Benefits



Motorized Alternatives



Impacts to Property and Access: Addison Road

Left:

- Overpass

Right:

- Underpass



Impacts to Property and Access: Ardmore Avenue

Left:

- Overpass

Right:

- Underpass



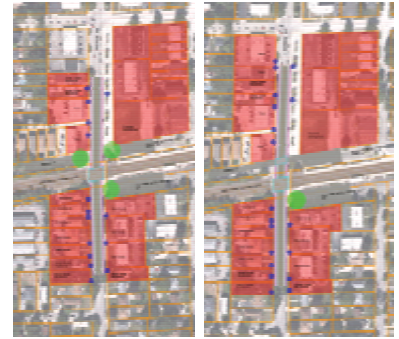
Impacts to Property and Access: Ardmore Ave Underpass with Terrace

Left:

- Underpass

Right:

- Underpass w/ Terrace Connection



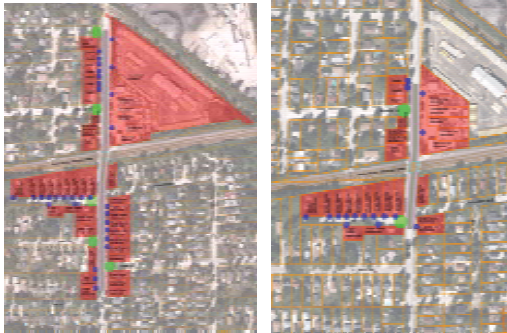
Impacts to Property and Access: Villa Ave

Left:

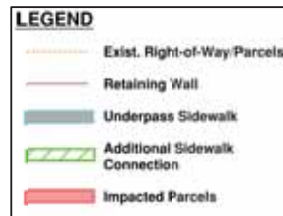
- Overpass

Right:

- Underpass



Non-Motorized Alternatives



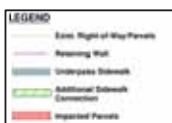
Impacts to Property and Access: Addison Road

Left:

- Overpass

Right:

- Underpass



Impacts to Property and Access: Villa Park Metra Station

Top:

- Overpass

Bottom:

- Underpass



Impacts to Property and Access: Villa Avenue

Left:

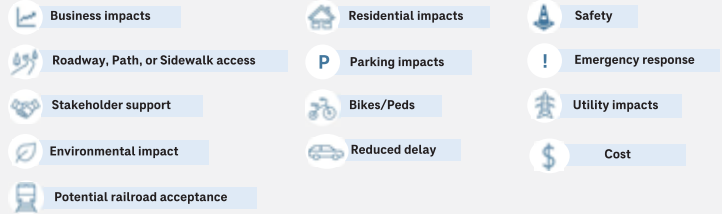
Overpass

Right:

Underpass



Evaluation criteria



Motorized Alternatives Summary – Addison Road

Benefits

- Improves location of highest average daily traffic
- Improves location highest recorded delay
- Provide better access to schools/public open space
- Improves opportunity for community connectivity/active transportation

Considerations

- Lack of connectivity of corridor
- Most expensive separation option
- Large impact to residential access
- Impact to church property



Source: Google Earth

Motorized Alternatives Summary – Ardmore Avenue

Benefits

- Connectivity of corridor
- Central to Villa Park
- Existing grade separation to the north
- Proximity to Metra Station
- Potential for transit-oriented development
- Improved emergency response
- Lowest parcel impact

Considerations

- Potential impact to lower income residents
- Potential environmental issue
- Impacts to planned development
- Access/parking impacts to Metra Station



Source: Google Earth

Motorized Alternatives Summary – Villa Avenue

Benefits

- Improves connection for Salt Creek Greenway Trail
- Less overall benefit

Considerations

- Highest impact to residential access (over and underpass)
- Lack of connectivity of corridor
- Lowest average daily traffic
- Close proximity to existing IL-83 grade separation
- Highest utility impacts



Source: Google Earth

Motorized Alternatives Summary - General

	Addison		Ardmore			Villa	
	Option 1A - Underpass	Option 1B - Overpass	Option 2A - Underpass	Option 2B - Underpass w/ Terrace Connection	Option 2C - Overpass	Option 3A - Underpass	Option 3B - Overpass
Parcel Impacts	>10	>30	>10	>10	>10	>20	>40
Utility Impacts	5	5	5	5	5	5	>5
Adjacent CN Grade Separation	N	N	Y	Y	Y	N	N
Potential Environmental Concern	N	N	Y	Y	Y	N	N
Street or alley impact	>1	>1	>1	1	>1	>1	>5
Parking Impacts (loss of on-street spaces)	0	0	>5	>5	>5	0	0
Construction Costs	\$40-60	\$20-40	\$30-50	\$40-60	\$15-30	\$40-50	\$20-40

Non-Motorized Alternatives Summary – Addison Road

Benefits

- Provide better access to schools/ public open space
- Improves opportunity for community connectivity/active transportation

Considerations

- Metra blockages less likely at this location
- More property impacts compared to Villa Ave due to apartment buildings south of the crossing
- Overpass option may conflict with the railroad overhead signal mast
- Users may continue to use at-grade crossing



Source: Google Earth

Non-Motorized Alternatives Summary – Villa Park Metra Station

Benefits

- Enable riders to cross over to the other side while trains are at the station
- Improved reliability potentially attracts more commuters to use the station
- Enhance safety by removing the existing at-grade crossing at the station
- Eliminates issues with Metra blockages

Considerations

- Need agreement with UP as there will be some impacts adjacent to the platforms



Non-Motorized Alternatives Summary – Villa Avenue

Benefits

- Better connect the Salt Creek trail

Considerations

- Metra blockages less likely at this location
- Trail users would still need to cross Villa Ave twice
- Users may continue to use at-grade crossing
- Potentially fewer users than Addison or Ardmore



Source: Google Earth



Source: Google Earth

Non-Motorized Alternatives Summary

	Non-Motorized Option Addison Rd		Non-Motorized Option Metra Station		Non-Motorized Option Villa Ave – West Side	
	Option 4A - Ped Underpass	Option 4B - Ped Overpass	Option 5A - Ped Underpass	Option 5B - Ped Overpass	Option 6A - Ped Underpass	Option 6B - Ped Overpass
Parcel Impacts	>4	>4	0	0	>1	>4
Utility Impacts	1	1	1	1	>1	>1
Potential Environmental Concern	N	N	N	N	N	N
Adjacent CN Grade Separation	N	N	N	N	N	N
Streets or alleys	0	0	0	0	0	0
Parking Impacts (loss of on-street spaces)	0	0	0	0	0	0
Construction Costs	\$10-15	\$7-12	\$10-15	\$7-12	\$10-15	\$7-12

Initial Recommendations



- Underpass options provide less impact
- Addison and Ardmore are preferred locations
- Staged implementation
- Coalition building

Open Discussion



Next Steps

- Document comments
- Finalize alternatives based on comments
- Develop final recommendations
- Identify next phase for potential improvements

Successful Implementation



- **Provide input to Villa Park Comprehensive Plan update**
 - Still unknown economic development potential
 - Avoid preclusion of any future development
- **Demonstrated Commitment and Funding Plan**
 - Identify funding opportunities to frame project purpose and need
 - Outline schedule of proposed funding opportunities
- **Move project into next phase of project (NEPA)**
 - Shows funding providers level of commitment
 - Allows for additional investigation for most feasible alternatives
 - Develop NEPA document with a tiered approach
 - Near term recommendation for Pedestrian Only Grade Separation
 - Potential longer term recommendation for Motorized grade separation



Thank you!

VILLAGE OF VILLA PARK

Village Hall, Board Chambers

20 South Ardmore Avenue

Villa Park, Illinois 60181

Traffic and Safety Commission

January 2, 2024

8:00 PM

Chairperson J. Pienkos

Commissioners Jack Cuthbertson, Joey DeTomaso, Vicki Flaskamp, Edward McMurray,
Carl Timmerman, Karen Timmerman, and Bob Wagner

MINUTES OF THE MEETING HELD IN VILLAGE HALL BY THE TRAFFIC AND SAFETY COMMISSION OF THE VILLAGE OF VILLA PARK ON JANUARY 2, 2024

1. Call to Order.

Chairperson Pienkos called the meeting to order at 8:07 p.m.

2. Roll Call.

Ex-Officio Mantels called the roll.

PRESENT: DeTomaso, Pienkos, C. Timmerman, K. Timmerman, Wagner.

ABSENT: Cuthbertson, Flaskamp, McMurray.

Staff Present: Kevin Mantels, Assistant Village Engineer.

Board Present: Nick Cuzzzone, Village President.

Others Present: None.

3. Amendments to the Agenda.

None.

4. Public Comments on Agenda Items.

None.

5. Public Comments on Non-Agenda Items.

None.

6. Presentations.

6a. Report of the Bike, Pedestrian, and Transit Subcommittee.

Commissioner Wagner gave a report of the Bike, Pedestrian, and Transit Subcommittee. Commissioner Wagner mentioned that the subcommittee had met on Saturday, 12/16/2023. Topics included the Golden Shovel Program, a program to recognize residents and businesses who are attentive to clearing their sidewalks of snow; the subcommittee's attendance at the North Elementary School Parent Teacher Association (PTA) December meeting to discuss the possibility of a Walk / Roll to School Day, which would be held on Wednesday, 05/08/2024; planning for bike month in May; and Pace Bus Route 313 and encouraging more bus ridership.

7. Approval of Minutes.

7a. Consider approval of pending minutes from Traffic and Safety Commission meeting held on November 7, 2023.

Commissioners discussed whether or not to vote on approving the draft minutes from the November 2023 meeting, given that the commission had exactly a quorum in attendance at this January 2024 meeting, and that Commissioner DeTomaso had not been a commissioner at the time of the meeting in question nor had he been in attendance at the meeting.

Ex-Officio Mantels noted that more than half of the audio from the November 2023 meeting was missing from the video of the meeting, and that the draft minutes had been prepared as accurately and completely as possible based on the audio that was available and on notes taken at the meeting, but that there was a possibility that they may not be entirely accurate or complete.

Motion to approve the minutes of the Traffic and Safety Commission meeting held on November 7, 2023, was made by Commissioner Wagner. There was no second.

Item pending.

8. Old Business.

8a. Item No. 897 – On-street accessible parking.

Chairperson Pienkos recalled that when the commission discussed the item at the last meeting that approximately half of the commission felt that there should be further investigation, and that the other half of the commission felt that they should recommend against any further consideration of the resident's request.

Commissioner Wagner recalled that the commission was nearing a consensus that the request was not warranted, but that the commissioners had agreed at the last meeting that they would pend the item to await further information from Ex-Officio Mantels.

Ex-Officio Mantels responded that the only additional information he could provide was an item in the agenda packet containing excerpts of ordinances from the Village of Villa Park Municipal Code pertaining to handicapped parking.

Commissioners discussed that they were generally in agreement that this particular request for an accessible parking space did not warrant approval.

Motion to close Item No. 897 was made by Commissioner Wagner.

Ex-Officio Mantels suggested that before closing this agenda item it might be appropriate to entertain a separate motion to not recommend approval or further action in response to the resident's request.

Motion to not recommend the creation of a handicapped parking space for a private resident made by Commissioner Wagner and seconded by Commissioner K. Timmerman. Voice vote passed with all ayes.

Motion carried.

Motion to close Item No. 897 was made by Commissioner Wagner and seconded by Commissioner C. Timmerman. Voice vote passed with all ayes.

Motion carried.

Item closed.

9. New Business.

None.

New item(s).

None.

10. Commissioner Comments.

Commissioner DeTomaso stated that he was glad to be on the commission.

Commissioner Wagner noted that at the November 2023 meeting he had asked about the commission budget and had mentioned that per the village's Finance Director, the commission had \$2,200 budgeted for 2023 but that no funds had been spent. Commissioner Wagner noted that he had asked about the possibility of using those funds to hire a commission secretary or someone to prepare the minutes and asked if there were any updates on that request. Chairperson Pienkos responded that the village had attempted to find someone to fill that role but had not been successful. Ex-Officio Mantels added that village administration would prefer to have an existing village employee prepare draft meeting minutes during their regular workday using the online video of the meeting. Ex-Officio Mantels also noted that there had been discussion about reducing the proposed 2024 budget of the Traffic and Safety Commission back to pre-2023 levels, and suggested that the approved 2024 budget should be reviewed to confirm the commission's actual 2024 budget amount.

Commissioner Wagner asked about the status of the Tri-Trail Connector Project. Ex-Officio Mantels responded that most, if not all, construction on the trail project had shut down for the winter, and that work would resume in the spring when weather permits.

Commissioner Wagner asked about the Villa Avenue Improvement Project and inquired if a second public information meeting date had been scheduled. Ex-Officio Mantels responded that the second public information meeting would likely be held in March or April of 2024, and that the village had to resolve some remaining issues with IDOT before proceeding with the final public information meeting.

Commissioner K. Timmerman had no report or recommendations.

Commissioner C. Timmerman wished everyone a Happy New Year, welcomed Commissioner DeTomaso to the commission, and asked if it might be possible to provide additional space in the agenda or agenda packet for taking notes. Commissioners discussed and agreed that additional space should be added to the end of the agenda itself for taking notes, and also that the agenda with space for taking notes should be provided separately from the agenda packet. Ex-Officio responded that he would do so going forward.

11. Chairperson Comments.

Chairperson Pienkos wished everyone a Happy New Year, stated he was looking forward to 2024, welcomed Commissioner DeTomaso to the commission, and thanked Kevin for his work in 2023.

12. Village Board Liaison Comments.

None.

13. Village Staff Comments.

Ex-Officio Mantels wished everyone a Happy New Year and welcomed Commissioner DeTomaso to the commission.

14. Adjournment.

Motion to adjourn was made by Commissioner Wagner and seconded by Commissioner K. Timmerman. Voice vote passed with all ayes.

Motion carried.

Meeting adjourned at 8:44 p.m.

Respectfully submitted,

Kevin L. Mantels
Assistant Village Engineer

Next Meeting is scheduled for February 6, 2024.