



Next Ord. No. 4464
Next Reso. No. 25007

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

Village Board of Trustees

February 10, 2025

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

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations**
- 7. Presentation**
- 8. Appointment to Commission**
- 9. Consent Agenda**
 - a. Bill Listings for the weeks of January 27, 2025, in the amounts of \$512,231.05 and \$82,612.68 and February 3, 2025 in the amount of \$56,529.77.
 - b. Approval of the Minutes of the Committee of the Whole and Village Board of Trustees Meetings held on January 27, 2025.
 - c. Ordinance Adopting 2025 Zoning Map

Each year the Village is required to publish a Zoning Map by March 31, per ILCS Section 11-13-19. Staff recommends approval of adopting the 2025 Zoning Map.
- 10. Ordinance for First Reading**
- 11. Ordinance for Second Reading**
- 12. Ordinances**

- a. An Ordinance of the Village of Villa Park, Illinois, Approving a Right-of-Way Vacation and A Final Plat of Subdivision for the Property located at 231 E. North Avenue, Villa Park (Belle Tires)

This Ordinance approves a Plat of Subdivision for the Belle Tires First Villa Park Resubdivision, which is a 1 lot subdivision, vacates Ellsworth Ave ROW, and establishes required easements. Planning and Zoning Commission gave a unanimous recommendation for approval and staff recommends approval of this ordinance.

- b. An Ordinance Approving a Redevelopment Agreement with Marquette Real Estate Investments LLC for The Union at 100-110 S Villa Ave.

This is an Ordinance that authorizes a Redevelopment Agreement for The Union development located at 100 S Villa Ave. Within the document it also establishes the terms for purchase and sale of the property to the developer and states that zoning will be granted, bonds will be sold, and permits will be issued. Approval of this Ordinance, is approval of The Union development and insures approval of all subsequent authorizing Ordinances. The Economic Development Commission voted unanimously to recommend approval of the RDA at their January 15, 2025 meeting.

- c. An Ordinance of the Village of Villa Park, Illinois, Approving a Zoning Map Amendment, Special Use for a Planned Unit Development, Final Plat of Subdivision and Vacating A Right-Of-Way For The Property Located At 100-110 S. Villa Avenue, Villa Park

This is an Ordinance Approving a Zoning Map Amendment to the MX-2 District, a Special Use for a Planned Development, and a Plat of Subdivision with Vacation of public Right-of-Way located at 100 S Villa Ave for the development known as The Union. The Planning and Zoning Commission recommended approval at their June 13, 2024 meeting. Staff recommends approval.

13. Resolutions

- a. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Lease of Certain Vehicles in accordance with the Master Lease Equity Agreement with Enterprise FM Trust

This resolution authorizes the Village Manager to execute vehicle lease agreements with Enterprise Fleet Management in accordance the Master Equity Lease Agreement that was approved in July of 2023. As part of the Village plan for vehicle replacements in 2025, the staff is proposing leasing two (2) Ford Escapes, three (3) Ford Police Interceptor Utility, and one (1) F-150 Police Responder this fiscal year. These vehicles will replace three front-line Police squads, one Police administration vehicle, one Public Works fleet vehicle, and one Engineering vehicle. These six vehicles will increase the monthly lease payment to Enterprise by \$5,219.85. Once these vehicles are received, the Village will look to auction off six corresponding vehicles. Staff recommends approval so that the Village can receive these vehicles this year and be placed into our fleet.

- b. A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)

This resolution authorizes the Village President to execute the revised Intergovernmental Agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN). This network is a listing of Illinois municipal agencies that will provide public works assistance to other local agencies in times of need. Villa Park was one of the initial participants in the network that has received and offered aid multiple times since IPWMAN's creation in 2009. Recently, the IPWMAN Board of Directors approved revised by-laws requiring local agencies to re-enter into a new intergovernmental agreement if they wish to continue participating. Due to the important need for assistance during times of need, staff recommends approval of the intergovernmental agreement.

- 14. Unfinished Business**
- 15. New Business**
- 16. Village Commission Reports**
- 17. Village Clerk's Report**
- 18. Village Trustees' Report**
- 19. Village President's Report**
- 20. Village Manager's Report**
- 21. Executive Session**
- 22. Adjournment**

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



VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on February 10, 2025

Covering weekly check runs dated for:

January 27, 2025/CY25.....\$512,231.05

1 of 2

Report Criteria:
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0127 CY2025","0117 INT CY2025"
Invoice.Detail.Type = {<>} "Adjustment"

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204	GROUP INSURANCE REC						
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	17,782.56 ✓	17,782.56	01/17/2025
Total 10.130204 GROUP INSURANCE REC:					17,782.56	17,782.56	
10.190515	DUE TO/FROM LIBRARY (BENEFITS)						
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	6,789.53 ✓	6,789.53	01/17/2025
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					6,789.53	6,789.53	
10.210028	EMPLOYEE HEALTH INS. DED.						
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	45,919.50 ✓	45,919.50	01/17/2025
Total 10.210028 EMPLOYEE HEALTH INS. DED.:					45,919.50	45,919.50	
10.210515	DELTA DENTAL RESERVE						
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	11,741.17 ✓	11,741.17	01/17/2025
Total 10.210515 DELTA DENTAL RESERVE:					11,741.17	11,741.17	
Total :					82,232.76	82,232.76	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.399 OTHER SUPPLIES							
944	SIR SPEEDY PRINT SIGNS MARKETIN	89884	0	VPRC EVENT PROGRAM PRINTING	106.80 ✓	.00	
944	SIR SPEEDY PRINT SIGNS MARKETIN	89891	0	VPRC EVENT NAME TAGS	42.56 ✓	.00	
Total 10.511.00.399 OTHER SUPPLIES:					149.36	.00	
Total PUBLIC AFFAIRS:					149.36	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.299 OTHER CONTRACTUAL SERVICES							
12906	CONNECT SEARCH LLC	SI108256	0	TEMPORARY STAFF SERVICES	12,284.40 ✓	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:					12,284.40	.00	
Total FINANCE:					12,284.40	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	27,226.97	27,226.97	01/17/2025
Total 10.515.00.250 EMPLOYEE BENEFITS:					27,226.97	27,226.97	
Total CENTRAL SERVICES:					27,226.97	27,226.97	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	4,027.39 ✓	4,027.39	01/17/2025
Total 10.518.00.250 EMPLOYEE BENEFITS:					4,027.39	4,027.39	
10.518.00.309 GAS & DIESEL FUEL							
6834	AL WARREN OIL COMPANY INC	W1715592	0	GASOLINE PUCHASE 5284 GALLONS	12,641.97 ✓	.00	
6834	AL WARREN OIL COMPANY INC	W1715593	0	DIESEL FUEL PURCHASE 1820 GALLONS	5,083.99 ✓	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:					17,725.96	.00	
Total GARAGE:					21,753.35	4,027.39	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	81,069.53 ✓	81,069.53	01/17/2025
Total 10.520.01.250 EMPLOYEE BENEFITS:					81,069.53	81,069.53	
10.520.01.303 DUES & PUBLICATIONS							
8615	DUPAGE COUNTY SENIOR POLICE	011425	0	2025 ANNUAL DUES MCCANN KUBISH KRUPIICZO	500.00 ✓	.00	
Total 10.520.01.303 DUES & PUBLICATIONS:					500.00	.00	
10.520.07.230 PRINTING SERVICES							
10933	DEPENDABLE PRINTING SERVICES	1657	0	BUSINESS CARDS FOR N. ST. CLAIR	73.91 ✓	.00	
Total 10.520.07.230 PRINTING SERVICES:					73.91	.00	
10.520.07.280 DUCOMM							
305	DU-COMM	19272	0	FACILITY LEASE & OPERATING COSTS 02.01.25-04	904.50 ✓	.00	
305	DU-COMM	19273	0	FACILITY LEASE & OPERATING COST 2/1-4/30/2025	5,310.75 ✓	.00	
305	DU-COMM	19323	0	QUARTERLY SHARES 2/1-4/30/2025	133,627.00 ✓	.00	
Total 10.520.07.280 DUCOMM:					139,842.25	.00	
Total POLICE:					221,485.69	81,069.53	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	5,776.58 ✓	5,776.58	01/17/2025
Total 10.521.01.250 EMPLOYEE BENEFITS:					5,776.58	5,776.58	
10.521.01.303 DUES & PUBLICATIONS							
686	METROPOLITAN FIRE CHIEFS ASSN	2025 DUES	0	ANNUAL MEMBERSHIP STAPLETON	50.00 ✓	.00	
686	METROPOLITAN FIRE CHIEFS ASSN	2025 DUES	0	ANNUAL MEMBERSHIP MITSUKA	50.00 ✓	.00	
686	METROPOLITAN FIRE CHIEFS ASSN	2025 DUES	0	ANNUAL MEMBERSHIP REPOSH	50.00 ✓	.00	
Total 10.521.01.303 DUES & PUBLICATIONS:					150.00	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES							
30	AIR ONE EQUIPMENT INC	216064	0	BREATHING AIR QUALITY TEST, PREVENTATIVE M	889.30 ✓	.00	
30	AIR ONE EQUIPMENT INC	216065	0	BREATHING AIR QUALITY TEST, PREVENTATIVE M	1,011.30 ✓	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:					1,900.60	.00	
Total FIRE:					7,827.18	5,776.58	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	33,006.58	33,006.58	01/17/2025
Total 10.523.02.250 EMPLOYEE BENEFITS:					33,006.58	33,006.58	
10.523.02.280 DUCOMM							
305	DU-COMM	19322	0	QTR SHARES 02.2025 - 04.2025	26,219.75	.00	
305	DU-COMM	19322	0	2024 ALARM REVENUE 15% CREDIT TO MEMBER	4,642.00	.00	
Total 10.523.02.280 DUCOMM:					21,577.75	.00	
Total AMBULANCE/PARAMEDIC:					54,584.33	33,006.58	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	18,815.49	18,815.49	01/17/2025
Total 10.525.01.250 EMPLOYEE BENEFITS:					18,815.49	18,815.49	
Total STREET:					18,815.49	18,815.49	
Total CORPORATE FUND:					446,359.53	252,155.30	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	14,593.21 ✓	14,593.21	01/17/2025
Total 35.502.01.250 EMPLOYEE BENEFITS:					14,593.21	14,593.21	
35.502.01.317 OFFICE SUPPLIES							
1818	GARVEY'S OFFICE PRODUCTS	WO-600131-1	0	OFFICE SUPPLIES BINDERS FOR FRONT DESK - V	48.92 ✓	.00	
1818	GARVEY'S OFFICE PRODUCTS	WO-607082-1	0	OFFICE SUPPLIES FRAMES AND FILE FOLDERS	17.03 ✓	.00	
1818	GARVEY'S OFFICE PRODUCTS	WO-607251-1	0	OFFICE SUPPLIES CARD STOCK & DATE STAMP	37.97 ✓	.00	
1818	GARVEY'S OFFICE PRODUCTS	WO-607557-1	0	FRAMES, RULER PAD STAPLES FOR OFFICE	37.67 ✓	.00	
Total 35.502.01.317 OFFICE SUPPLIES:					141.59	.00	
Total GENERAL:					14,734.80	14,593.21	
Total RECREATION FUND:					14,734.80	14,593.21	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	14,593.21 ✓	14,593.21	01/17/2025
Total 36.502.01.250 EMPLOYEE BENEFITS:					14,593.21	14,593.21	
Total GENERAL:					14,593.21	14,593.21	
Total PARKS FUND:					14,593.21	14,593.21	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	3,152.86 ✓	3,152.86	01/17/2025
Total 60.502.02.250 EMPLOYEE BENEFITS:					3,152.86	3,152.86	
Total GENERAL:					3,152.86	3,152.86	
Total STREET IMPROVEMENT FUND:					3,152.86	3,152.86	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
14053	NEON ART LLC	1541	35011	VPRC SIGN BRUSHED SILVER FLUSH MOUNT LET	11,050.00 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					11,050.00	.00	
67.502.02.402 NON-CAPITAL OUTLAY							
13874	LARSON EQUIPMENT & FURNITURE C	8792	35011	PICKLE BALL EQUIPMENT FOR VPRC	2,100.00 ✓	.00	
Total 67.502.02.402 NON-CAPITAL OUTLAY:					2,100.00	.00	
Total GENERAL:					13,150.00	.00	
Total BUILDING IMPROVEMENTS FUND:					13,150.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	14,462.28	14,462.28	01/17/2025
Total 82.502.01.250 EMPLOYEE BENEFITS:					14,462.28	14,462.28	
82.502.01.299 OTHER CONTRACTUAL SERVICES							
5238	JULIE INC	2025-1856	0	ANNUAL PRINT/E-MAIL TRANSMISSIONS 2025	1,602.34	.00	
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:					1,602.34	.00	
Total GENERAL:					16,064.62	14,462.28	
Total WATER SUPPLY FUND:					16,064.62	14,462.28	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.250 EMPLOYEE BENEFITS							
8224	BLUE CROSS BLUE SHIELD	01012025	0	HEALTH INSURANCE; JAN 2025	2,573.69	2,573.69	01/17/2025
Total 83.502.01.250 EMPLOYEE BENEFITS:					2,573.69	2,573.69	
83.502.01.299 OTHER CONTRACTUAL SERVICES							
5238	JULIE INC	2025-1856	0	ANNUAL PRINT/E-MAIL TRANSMISSIONS 2025	1,602.34	.00	
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:					1,602.34	.00	
Total GENERAL:					4,176.03	2,573.69	
Total WASTEWATER FUND:					4,176.03	2,573.69	
Grand Totals:					512,231.05	301,530.55	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	446,359.53
RECREATION FUND	
Total RECREATION FUND:	14,734.80
PARKS FUND	
Total PARKS FUND:	14,593.21
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	3,152.86
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	13,150.00
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	16,064.62
WASTEWATER FUND	
Total WASTEWATER FUND:	4,176.03
Grand Totals:	512,231.05

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

DATE

1/20/25

APPROVED BY






VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on February 10, 2025

Covering weekly check runs dated for:
January 27, 2025/CY24.....\$82,612.68
2 of 2

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice.Batch = "WF0127 CY2024","0117 INT CY2024"

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

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC							
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	654.75 ✓	654.75	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	654.75 ✓	654.75	01/17/2025
Total 10.130204 GROUP INSURANCE REC:					1,309.50	1,309.50	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	492.98 ✓	492.98	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	492.98 ✓	492.98	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	492.98 ✓	492.98	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	146.73 ✓	146.73	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	93.33 ✓	93.33	01/17/2025
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):					1,719.00	1,719.00	
10.210037 VOLUNTARY ADDITIONAL BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	1,046.13 ✓	1,046.13	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	1,046.13 ✓	1,046.13	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	4,376.29 ✓	4,376.29	01/17/2025
Total 10.210037 VOLUNTARY ADDITIONAL BENEFITS:					6,468.55	6,468.55	
10.210516 VISION SERVICE PLAN RESERVE							
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	1,025.12 ✓	1,025.12	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	1,013.20 ✓	1,013.20	01/17/2025
Total 10.210516 VISION SERVICE PLAN RESERVE:					2,038.32	2,038.32	
Total :					11,535.37	11,535.37	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES							
8151	GARDINER KOCH WEISBERG	22415	0	LEGAL SERVICES - WAWAK - DEC 2024	1,502.00 ✓	.00	
12541	ROBBINS SCHWARTZ	1004125	0	LEGAL SERVICES (GENERAL MATTER) DEC 2024	53.75 ✓	.00	
12541	ROBBINS SCHWARTZ	1004126	0	LEGAL SERVICES DEC 2024 DREAMLAND-HUANG	53.75 ✓	.00	
12541	ROBBINS SCHWARTZ	1004127	0	LEGAL SERVICES DEC 2024 MULAWA (CED)	3,145.00 ✓	.00	
Total 10.511.00.211 LEGAL SERVICES:					4,754.50	.00	
10.511.00.212 LEGAL SERVICES-POLICE							
12541	ROBBINS SCHWARTZ	1004124	0	LEGAL SERVICES - PROSECUTIONS - DEC 2024	2,843.75 ✓	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:					2,843.75	.00	
Total PUBLIC AFFAIRS:					7,598.25	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	155.21 ✓	155.21	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	155.21 ✓	155.21	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	155.21 ✓	155.21	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	217.77 ✓	217.77	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	69.49 ✓	69.49	01/17/2025
13340	WEX HEALTH INC.	000201417	0	FSA - MONTHLY DEC	185.74 ✓	185.74	01/17/2025
Total 10.515.00.250 EMPLOYEE BENEFITS:					938.63	938.63	
10.515.00.261 INSURANCE CLAIM LOSSES							
4820	IRMA	300737	0	DEC 2024 DEDUCTIBLE	11,264.78 ✓	11,264.78	01/17/2025
Total 10.515.00.261 INSURANCE CLAIM LOSSES:					11,264.78	11,264.78	
Total CENTRAL SERVICES:					12,203.41	12,203.41	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES							
5	A.G.A.D. PEST CONTROL	125225	0	MONTHLY SERVICE - METRA DECEMBER	45.00 ✓	.00	
8501	JOHNSON CONTROLS SECURITY SOL	40861669	0	FD82- FIRE ALARM WIRELESS MONITOR	108.00 ✓	.00	
8501	JOHNSON CONTROLS SECURITY SOL	40861707	0	FD81- FIRE ALARM WIRELESS MONITOR	173.35 ✓	.00	
13050	QUALITY LIFT TRUCK SERVICE INC	R15097	0	AERIAL RENTAL SKYJACK	710.00 ✓	.00	
12905	SERVICEMASTER DSI	01.20131.005	0	PD PACK OUT SERVICES	5,337.81 ✓	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:					6,374.16	.00	
Total BUILDINGS & GROUNDS:					6,374.16	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	24.24 ✓	24.24	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	24.24 ✓	24.24	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	24.24 ✓	24.24	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	54.95 ✓	54.95	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	31.11 ✓	31.11	01/17/2025
Total 10.518.00.250 EMPLOYEE BENEFITS:					158.78	158.78	
Total GARAGE:					158.78	158.78	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.210 TELEPHONE							
6298	VERIZON WIRELESS	6102541773	0	POLE CAMS, EMPLY/SQUAD	2,103.25 ✓	.00	
Total 10.520.01.210 TELEPHONE:					2,103.25	.00	
10.520.01.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	740.45 ✓	740.45	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	740.45 ✓	740.45	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	723.61 ✓	723.61	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	518.50 ✓	518.50	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	530.42 ✓	530.42	01/17/2025
Total 10.520.01.250 EMPLOYEE BENEFITS:					3,253.43	3,253.43	
Total POLICE:					5,356.68	3,253.43	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	25.26 ✓	25.26	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	25.26 ✓	25.26	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	25.26 ✓	25.26	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	31.11 ✓	31.11	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	31.11 ✓	31.11	01/17/2025
Total 10.521.01.250 EMPLOYEE BENEFITS:					138.00	138.00	
Total FIRE:					138.00	138.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	205.34 ✓	205.34	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	205.34 ✓	205.34	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	212.98 ✓	212.98	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	248.88 ✓	248.88	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	248.88 ✓	248.88	01/17/2025
Total 10.523.02.250 EMPLOYEE BENEFITS:					1,121.42	1,121.42	
Total AMBULANCE/PARAMEDIC:					1,121.42	1,121.42	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	115.84 ✓	115.84	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	115.84 ✓	115.84	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	89.86 ✓	89.86	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	145.84 ✓	145.84	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	134.81 ✓	134.81	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	134.81 ✓	134.81	01/17/2025
Total 10.525.01.250 EMPLOYEE BENEFITS:					737.00	737.00	
Total STREET:					737.00	737.00	
Total CORPORATE FUND:					45,223.07	29,147.41	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	89.86 ✓	89.86	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	89.86 ✓	89.86	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	114.07 ✓	114.07	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	103.70 ✓	103.70	01/17/2025
Total 35.502.01.250 EMPLOYEE BENEFITS:					397.49	397.49	
35.502.16.299 OTHER CONTRACTUAL SERVICES							
4932	SMG SECURITY SYSTEMS INC	196046	0	VPRC FIRE AND BURGLAR MONITORING	195.00 ✓	.00	
4932	SMG SECURITY SYSTEMS INC	196902	0	VPRC FIRE AND BURGLAR MONITORING	179.83 ✓	.00	
4932	SMG SECURITY SYSTEMS INC	200809	0	VPRC FIRE AND BURGLAR MONITORING	300.00 ✓	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:					674.83	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES							
12274	DESIGNSPRING GROUP INC.	3138	0	REDESIGN & LAYOUT OF WINTER/SPRING BROCH	3,577.50 ✓	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:					3,577.50	.00	
35.502.36.311 PROGRAM SUPPLIES							
6682	MICHAEL ANTHONY'S PIZZA	139986	0	PRESCHOOL SNOWFLAKE LUNCH FOOD	291.00 ✓	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:					291.00	.00	
Total GENERAL:					4,940.82	397.49	
Total RECREATION FUND:					4,940.82	397.49	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	69.34 ✓	69.34	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	69.34 ✓	69.34	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	58.94 ✓	58.94	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	72.59 ✓	72.59	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	72.59 ✓	72.59	01/17/2025
Total 36.502.01.250 EMPLOYEE BENEFITS:					342.80	342.80	
36.502.02.325 GENERAL EQUIPMENT PARTS							
11688	SITE ONE LANDSCAPE SUPPLY	146768313-001	0	MEMORIAL TREES	636.88 ✓	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:					636.88	.00	
Total GENERAL:					979.68	342.80	
Total PARKS FUND:					979.68	342.80	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	15.82 ✓	15.82	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	15.82 ✓	15.82	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	15.82 ✓	15.82	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	31.11 ✓	31.11	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	31.11 ✓	31.11	01/17/2025
Total 60.502.02.250 EMPLOYEE BENEFITS:					109.68	109.68	
Total GENERAL:					109.68	109.68	
Total STREET IMPROVEMENT FUND:					109.68	109.68	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.402 NON-CAPITAL OUTLAY							
642	RUSO'S POWER EQUIPMENT INC	SPI20870980	0	TRACTOR ATTACHMENT SNOW PUSHER	5,385.75	.00	
Total 65.502.02.402 NON-CAPITAL OUTLAY:					5,385.75	.00	
Total GENERAL:					5,385.75	.00	
Total EQUIPMENT REPLACEMENT FUND:					5,385.75	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY							
4932	SMG SECURITY SYSTEMS INC	196903	35011	VPRC INSTALLATION OF NEW SECURITY SYSTEM	13,995.00 ✓	.00	
8113	THOMAS PUMP COMPANY	234790	0	BABY POOL MAIN FILTER PUMP REPLACEMENT	11,550.00 ✓	.00	
Total 67.502.02.401 CAPITAL OUTLAY:					25,545.00	.00	
Total GENERAL:					25,545.00	.00	
Total BUILDING IMPROVEMENTS FUND:					25,545.00	.00	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	59.90 ✓	59.90	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	59.90 ✓	59.90	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	49.50 ✓	49.50	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	82.96 ✓	82.96	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	82.96 ✓	82.96	01/17/2025
Total 82.502.01.250 EMPLOYEE BENEFITS:					335.22	335.22	
Total GENERAL:					335.22	335.22	
Total WATER SUPPLY FUND:					335.22	335.22	

Vendor Number	Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.250 EMPLOYEE BENEFITS							
7044	DEARBORN NATIONAL LIFE INSURAN	010120242	0	VOLUNTARY INSURANCE; JAN 2024 BALANCE DU	24.24 ✓	24.24	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	0201202402	0	LIFE INSURANCE FEB 2024 BALANCE DUE	24.24 ✓	24.24	01/17/2025
7044	DEARBORN NATIONAL LIFE INSURAN	11012024	0	LIFE INSURANCE NOV 2024	24.24 ✓	24.24	01/17/2025
5319	VISION SERVICE PLAN	11012024	0	VISION PREMIUMS 11.2024	10.37 ✓	10.37	01/17/2025
5319	VISION SERVICE PLAN	12012024	0	VISION PREMIUMS 12.2024	10.37 ✓	10.37	01/17/2025
Total 83.502.01.250 EMPLOYEE BENEFITS:					93.46	93.46	
Total GENERAL:					93.46	93.46	
Total WASTEWATER FUND:					93.46	93.46	
Grand Totals:					82,612.68	30,426.06	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	45,223.07
RECREATION FUND	
Total RECREATION FUND:	4,940.82
PARKS FUND	
Total PARKS FUND:	979.68
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	109.68
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	5,385.75
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	25,545.00
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	335.22
WASTEWATER FUND	
Total WASTEWATER FUND:	93.46
Grand Totals:	82,612.68

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

DATE

1/20/25

APPROVED BY




Amount Paid

BILL LISTING TO BE PRESENTED
AT THE BOARD OF TRUSTEES MEETING
ON FEBRUARY 10, 2025

INVOICE DISTRIBUTION REPORT FOR VILLAGE OF VILLA PARK
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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 10 CORPORATE FUND							
Department: 000							
10-000-210012	2024 FORM 941 TAX OWED	INTERNAL REVENUE SERVIC	2024 FORM 941 TAX OWED CP134B			1,406.41	None
10-000-440002	PERS PROP REPLACEMENT TAXES	VILLA PARK PUBLIC LIBRA	PPRT SHARE FOR DEC 202 PPRT DEC2024			5,176.75	None
Total Department 000						6,583.16	
Department: 110 CONTINGENCY							
10-110-565600	BFPC ADMIN RECORDING SRVC 11.26.2	RUIZ, PATTY	BFPC ADMIN RECORDING S 11.26.24			100.00	None
10-110-565600	LEGAL SERVICES - VILLA PARK FIRE	OTTOSEN DINOLFO	LEGAL SERVICES - VILLA 11685			950.00	None
10-110-565600	BFPC ADMIN RECORDING SRVC	MAGNUSSEN, VALERIE	BFPC ADMIN RECORDING S 2025.01.28			200.00	None
Total Department 110 CONTINGENCY						1,250.00	
Department: 120 MANAGER							
10-120-529900	OTHER CONTRACTUAL SERVICES	SEILER INSTRUMENT MANUF	BLUEBEAM SOFTWARE SUBS INV45282			330.00	None
Total Department 120 MANAGER						330.00	
Department: 121 MANAGER							
10-121-527001	MODEM FOR FIRE VEHICLE	CDS OFFICE TECHNOLOGIES	MODEM	INV1671820		1,274.00	None
10-121-527001	PC FOR PD REDACTION	DELL MARKETING LP	PC	10796257784		2,513.98	None
10-121-527001	LAPTOP MDT FOR FD VEHICLE	DELL MARKETING LP	PC FOR FD	10795332827		2,292.56	None
10-121-529901	WARRANTY EXTENTION FOR SERVER	CURRENT TECHNOLOGIES CO	WARRANTY RENEWAL	15464		1,211.37	None
10-121-529901	SOFTWARE RENEWAL	CIVIC SYSTEMS LLC	CIVIC SOFTWARE RENEWAL INV-02057			13,767.00	None
Total Department 121 MANAGER						21,058.91	
Department: 150 CENTRAL SERVICES							
10-150-529900	OTHER CONTRACTUAL SERVICES	GUIMOND, LORI	GUIMOND 01-10,01-24 NE 4060			3,825.97	None
Total Department 150 CENTRAL SERVICES						3,825.97	
Department: 160 BUILDINGS & GROUNDS							
10-160-521900	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	21 W PLYMOUTH 12/6/24- 1247072000			289.73	None
10-160-521900	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	SIREN 12/05/24-1/7/25 3369949000			43.34	None
10-160-521900	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	JACKSON POND 12/18/24- 2698012222			31.40	None
10-160-521900	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	106 S VILLA 12/5/24-1/ 5497749111			394.98	None
Total Department 160 BUILDINGS & GROUNDS						759.45	
Department: 170 COMMUTER PARKING LOT							
10-170-521900	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	METRA STN PARK LOT 12/ 9493548000			95.46	None
Total Department 170 COMMUTER PARKING LOT						95.46	
Department: 211 FIRE							
10-211-530301	ANNUAL MEMBERSHIP STAPLETON	IAFC MEMBERSHIP CL50003	ANNUAL MEMBERSHIP STAP 000285461			197.08	None
10-211-530301	PRORATED ANNUAL MEMBERSHIP REPOSH	IAFC MEMBERSHIP CL50003	PRORATED ANNUAL MEMBER 000287581			41.00	None
10-211-531501	SHOVELS AND SALT	VILLA PARK ACE HARDWARE	SHOVELS AND SALT 23722			284.90	None
10-211-531701	LAMINATOR, LAMINATING POUCHES	RUNCO OFFICE SUPPLY	LAMINATOR, LAMINATING 959547-0			178.97	None
Total Department 211 FIRE						701.95	
Department: 255 STREET							
10-255-521925	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	889 W NO STREETLIGHTS 1762511222			83.83	None
10-255-521925	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	TRAFFIC SIGNALS 12/9/ 1789510100			1,604.88	None
10-255-521925	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	STREETLIGHTS 2 12/05/2 0317063000			56.75	None
10-255-521925	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	STREETLIGHTS 1 12/2/24 6715885000			136.35	None
10-255-529925	DECEMBER TRAFFIC SIGNAL MAINTENAN H & H ELECTRIC COMPANY	DECEMBER TRAFFIC SIGNA	45027			624.00	None
Total Department 255 STREET						2,505.81	

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GL Number	Invoice Line Desc	Vendor Name	Invoice Description	Invoice Number	Due Date	Amount	Check Number
Fund: 10 CORPORATE FUND							
Department: 513 FINANCE							
10-513-529900	LEGAL RE;CY2023 TREASURERS REPORT	ROCK VALLEY PUBLISHING	LEGAL RE;CY2023 TREASU	466669		1,026.00	None
10-513-531700	OFFICE SUPPLIES	SAFECHECKS	AP CHECKS	0546453		568.43	None
10-513-531700	UTILITY SERVICE BILL FORM STOCK	AMERICAN PRINTING TECHN	UTILITY SERVICE BILL F	3522		3,214.92	None
			Total Department 513 FINANCE			4,809.35	
Department: 520 POLICE							
10-520-521001	TELEPHONE	VERIZON WIRELESS	EMPL CELL PHONES	6103995116		2,429.00	None
			Total Department 520 POLICE			2,429.00	
			Total Fund 10 CORPORATE FUND			44,349.06	
Fund: 35 RECREATION FUND							
Department: 216 STORM SEWER SEPARATION							
35-216-521916	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	TENNIS CRTS 12/4/24-1/	8974419000		31.55	None
			Total Department 216 STORM SEWER SEPARATION			31.55	
			Total Fund 35 RECREATION FUND			31.55	
Fund: 36 PARKS FUND							
Department: 201 POLICE							
36-201-521901	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	TWIN LAKES 11/23/24-12	0559540100		232.54	None
36-201-521901	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	ROTARY PARK 12/5/24-1/	5093259000		42.91	None
			Total Department 201 POLICE			275.45	
			Total Fund 36 PARKS FUND			275.45	
Fund: 41 SWIMMING POOL FUND							
Department: 201 POLICE							
41-201-521901	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	JEFF POOL 12/6/27-1/8/	2336708000		451.59	None
			Total Department 201 POLICE			451.59	
			Total Fund 41 SWIMMING POOL FUND			451.59	
Fund: 60 STREET IMPROVEMENT FUND							
Department: 202 STORM SEWER SEPARATION							
60-202-529902	OTHER CONTRACTUAL SERVICES	SEILER INSTRUMENT MANUF	BLUEBEAM SOFTWARE SUBS	INV45282		1,650.00	None
			Total Department 202 STORM SEWER SEPARATION			1,650.00	
			Total Fund 60 STREET IMPROVEMENT FUND			1,650.00	
Fund: 82 WATER SUPPLY FUND							
Department: 202 STORM SEWER SEPARATION							
82-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	520 N PRINCETON 12/9/2	2710425000		420.23	None
82-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	CENTRAL PUMPING STN 11	5004281222		389.19	None
82-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	WTR/SWR 12/5/24-1/7/25	1698436000		171.11	None
82-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	WELL #2 12/5/24-1/7/25	4560886000		31.40	None
82-202-529902	AUTOMATIC VEHICLE LOCATION (AVL)	PRECISE MRM LLC	AUTOMATIC VEHICLE LOCA	200-2003034		171.97	None
			Total Department 202 STORM SEWER SEPARATION			1,183.90	
			Total Fund 82 WATER SUPPLY FUND			1,183.90	
Fund: 83 WASTEWATER FUND							
Department: 201 POLICE							
83-201-529901	OTHER CONTRACTUAL SERVICES	WINCAN LLC	WINCAN SOFTWARE LICENS	9242		6,980.00	None

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Fund: 83 WASTEWATER FUND							
Department: 201 POLICE							
Total Department 201 POLICE						6,980.00	
Department: 202 STORM SEWER SEPARATION							
83-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	WESTLANDS LIFT STN 12/	3809847000		52.12	None
83-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	NORTH & YALE 12/26/24-	2251554000		422.27	None
83-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	900 N VILLA 12/26/24-1	4884025000		346.01	None
83-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	S VILLA LIFT STN 12/9/	5730356000		663.85	None
83-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	RT 83 LIFT STN 12/09/2	7378463000		59.09	None
83-202-521902	UTILITY - ELECTRIC	COMMONWEALTH EDISON CO	YALE/RIDGE LIFT STN 12	9519484000		64.88	None
Total Department 202 STORM SEWER SEPARATION						1,608.22	
Total Fund 83 WASTEWATER FUND						8,588.22	

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--- TOTALS BY FUND ---							
		10	CORPORATE FUND			44,349.06	
		35	RECREATION FUND			31.55	
		36	PARKS FUND			275.45	
		41	SWIMMING POOL FUND			451.59	
		60	STREET IMPROVEMENT FUND			1,650.00	
		82	WATER SUPPLY FUND			1,183.90	
		83	WASTEWATER FUND			8,588.22	
		Total For All Funds:				56,529.77	

Charles H. Howard

Superintendent



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

Village Board of Trustees - Committee of the Whole

January 27, 2025

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
JANUARY 27, 2024**

1. Call to Order – Roll Call.

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

2. Pledge of Allegiance.

President Cuzzone led the Pledge of Allegiance.

3. Discussion.

3.a. Strategic Plan Update.

Manager Harline gave a PowerPoint presentation to recap what has been done and what still has to be done to make the Plan a reality. His update included project timelines, strategic plan initiatives, workplace development and quarterly reports. He also responded to questions from the Board. Public Works Director Guerra provided additional information and responded to questions from the Board.

4. Public Comments.

There were no participants.

5. Adjournment.

Motion to adjourn was made by Trustee Cordova and seconded by Trustee Kumar. There were no questions, comments or discussion. Voice vote passed with all ayes. Meeting adjourned at 6:34 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

January 27, 2025

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
JANUARY 27, 2025**

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.

Resident Cheryl Tucker spoke in support of Item 10.a gave a suggestion on the registration of dogs. She also referred to Item 13.b and asked for clarification on the funding of the project.

Resident Joe Amore referred to Item 13.b. and the traffic analysis and asked about the Union Pacific crossing because he said it wasn't mentioned in the analysis.

5. Public Comments on Non-Agenda Items.

Resident Reid Goodrich expressed his opinion on Board members speaking loud enough to be heard by residents at the meeting.

Resident Judy Wherley referred to her property at 625 E. Van Buren and said it's available for development.

Resident Joe Amore referred to the Grade Separation Feasibility Study regarding the Villa Avenue non-motorized underpass and said the information presented was inaccurate and cited his reasons. He also provided the Board with copies of the referenced material.

6. Proclamations.

7. Presentation.

7.a. Presentation by Lauderbach & Amen on the 2023 Audit.

Finance Director Howard introduced Monika Adamski who reviewed the 2023 audit that included the management letter and the audit package. She said the Village received an unmodified opinion which is the highest level of assurance Lauderbach & Amen can give that the financial statements are free of material misstatements. She also reviewed the management discussion analysis and fund balances at year end.

Some Board discussion ensued on receiving hard copies of the audit.

8. Appointment to Commission.

8.a. Community F.U.N. Commission

Appointment of Kimberly Tuttle as Commissioner for a term upon being sworn in to April 30, 2026.

Motion to approve the appointment was made by Trustee Patrick and seconded by Trustee Alfano. Trustees Kumar and Alfano gave positive comments on residents agreeing to serve on a commission. Roll call vote tallied seven (7) ayes made by Trustees Corkery, Kozar, Kumar, Cordova, Patrick, Alfano and President Cuzzone. There were no nays. Motion carried.

9. Consent Agenda.

9.a. Approval of Bill Listings for the week of January 13, 2025 in the amount of \$419,728.70 and January 20, 2025 in the amounts of \$225,289.57 and \$506,364.26.

9.b. Approval of the Minutes of the January 13, 2025 Village Board of Trustees Meeting.

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

10. Ordinance for First Reading.

10.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Adopting Amendments to Chapter 5 of the Villa Park Municipal Code in Order to Remove Fees and Amend Other Regulations Related to Dog Licenses.

This ordinance amends Section 5-205 of the Villa Park Municipal Code to remove subsection 5-205(c) to eliminate the annual license fee of \$4.00. Staff recommends passage of the ordinance.

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

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Kumar. Police Chief Rivas provided information on the registration process and responded to questions from the Board. Roll call vote tallied seven (7) ayes made by Trustees Corkery, Patrick, Alfano, Cordova, Kumar, Kozar and President Cuzzone. There were no nays. Motion carried.

10.b. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Amending Chapter 14 of the Villa Park Municipal Code Regarding Fleeing and Eluding Motor Vehicles in the Village of Villa Park, Illinois.

This ordinance, if adopted, will reduce the administrative fee associated with a citation issued to the registered owner of a motor vehicle that was driven while committing the criminal offense of fleeing or attempting to elude a police officer in the Village of Villa Park. The ordinance also establishes additional due process procedures related to the administration and imposition of the administrative fee. Staff recommends approval of the ordinance.

Motion to waive first reading was made by Trustee Cordova and seconded by Trustee Kumar. There were no questions, comments or discussion. Roll call vote tallied five (5) ayes made by Trustees Patrick, Kozar, Cordova, Kumar and President Cuzzone and two (2) nays made by Trustees Alfano and Corkery. Motion carried.

Motion to approve the ordinance was made by Trustee Corkery and seconded by Trustee Cordova. Chief Rivas responded to questions from the Board. Attorney Wolf provided additional clarification. Roll call vote tallied seven (7) ayes made by Trustees Kumar, Kozar, Cordova, Alfano, Patrick, Corkery and President Cuzzone. There were no nays. Motion carried.

11. Ordinance for Second Reading.

12. Ordinances.

12.a. An Ordinance of the Village of Villa Park, DuPage County, Illinois, Repealing Ordinance No. 4229 and Rescinding the Special Use of a Planned Unit Development at 351-415 N. Ardmore Avenue, 350-416 N. Beverly Avenue and 403-409 N. Beverly Avenue (Hawthorne Development Corporation).

This ordinance will rescind Ordinance 4229 for a Special Use for the project known as EcoTerra/Garden Station. Staff recommends passage of the ordinance.

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Corkery. There were no questions, comments or discussion. Roll call vote tallied seven (7) ayes made by Trustees Alfano, Patrick, Kumar, Corkery, Kozar, Cordova 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 Final Change Order Number 1 (Final) to the Contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois, for Construction of the Wisconsin Avenue Improvement Project (Vermont to Stone) for a Net Deduction in the Amount of \$71,362.20.

This resolution authorizes the Village Manager to execute the change order in substantially the form attached hereto the contract with A Lamp Concrete Contractors, Inc. of Schaumburg, Illinois. The Village has a contract with A Lamp Concrete Contractors, Inc. in the amount of \$698,174.75 for the construction of the Wisconsin Avenue Improvement Project (Vermont to Stone). Proposed final Change Order Number 1 consists of the final balancing of contract quantities as measured in the field. The net amount of the proposed final Change Order Number 1 is a deduction in the amount of \$71,362.20 for an adjusted contract amount of \$626,812.55. Staff recommends approval of this resolution.

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

13.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Civiltech Engineering, Inc. of Itasca, Illinois, for Professional Civil Engineering Services for the Ardmore Avenue Improvement Project – Phase I in An Amount Not to Exceed \$811,804.00.

This resolution authorizes the Village President to enter into a professional engineering agreement with Civiltech Engineering, Inc. for the Phase I (preliminary engineering) engineering services for the Ardmore Avenue Improvement Project in the amount not to exceed \$811,804.00. The Ardmore Avenue Improvement Project is a proposed improvement of the roadway from Roosevelt Road (IL Route 38) to North Avenue (IL Route 64) with anticipated construction in 2026. Staff recommends approval.

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

14. Unfinished Business.

15. New Business.

Trustee Alfano asked about an AI policy for the Village. Manager Harline said, currently, there is no Village AI policy. Some discussion ensued.

16. Village Commission Reports.

16.a. Parks and Recreation Advisory Commission

Acceptance of minutes from the November 12, 2024 and December 10, 2024 meetings.

16.b. Environmental Concerns Commission

Acceptance of minutes from the November 21, 2024 meeting.

17. Village Clerk's Report.

Clerk Korynecky had no report.

18. Village Trustees' Report.

Trustee Patrick gave a report.

Trustee Cordova gave no report.

Trustee Kozar gave no report.

Trustee Alfano gave a report.

Trustee Kumar gave a report.

Trustee Corkery gave no report.

19. Village Manager's Report.

President Cuzzone referred to a recent meet and greet event held by state senator Glowiak and representative Sherlock at Funky Java. He also said Coffee with the Board is on Saturday, February 1 at 9 a.m. at Village Hall.

20. Village Manager's Report.

Manager Harline said the Village will be holding a mitigation meeting regarding the building at 100 S. Villa Avenue on February 18 6 p.m. at the Recreation Center to discuss the negative effects the Union project would have on the building that will be demolished. He also said he will be attending the SGR Servant Leadership Conference on January 30 and 31.

21. Executive Session.**21.a.** Pursuant to 5ILCS 120/2:

(c)(1) The appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

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

22. Adjournment.

Motion to adjourn was made by Trustee Patrick and seconded by Trustee Alfano. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 8:57 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk



MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 10, 2025
SUBJECT: Ordinance Adopting 2025 Zoning Map

RECOMMENDED ACTION:

Each year the Village is required to publish a Zoning Map by March 31, per ILCS Section 11-13-19. Staff recommends approval of adopting the 2025 Zoning Map.

BACKGROUND:

This 2025 Zoning Map reflects all the approved zoning map amendments during 2024 including the annexation at 600 N Villa Ave. 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 2025 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 2025 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 _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2025.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

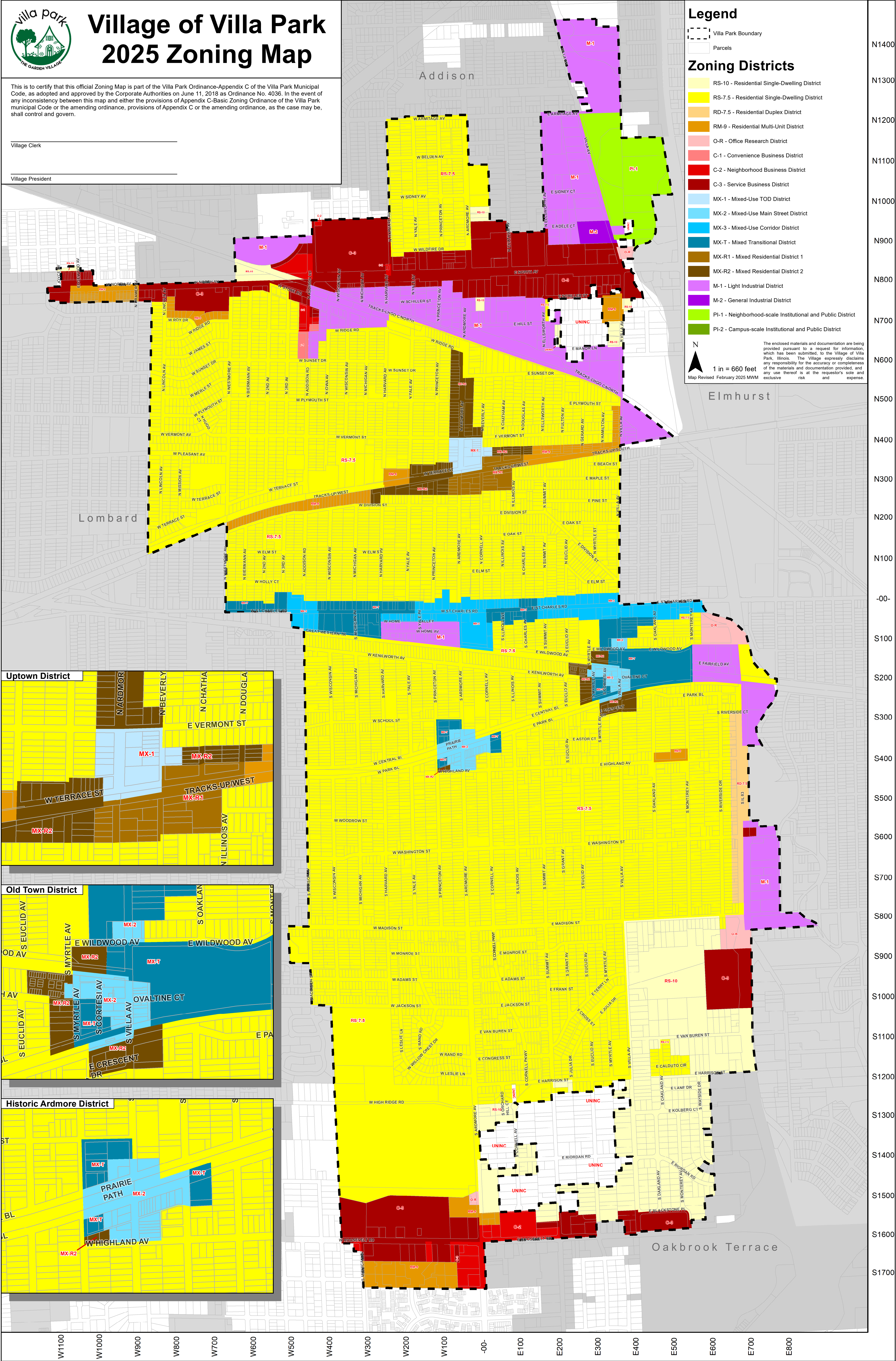
Published in pamphlet form:

_____, 2025

EXHIBIT A
Village of Villa Park 2025 Zoning Map



Village President





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 10, 2025
SUBJECT: An Ordinance of the Village of Villa Park, Illinois, Approving a Right-of-Way Vacation and A Final Plat of Subdivision for the Property located at 231 E. North Avenue, Villa Park (Belle Tires)

RECOMMENDED ACTION:

This Ordinance approves a Plat of Subdivision for the Belle Tires First Villa Park Resubdivision, which is a 1 lot subdivision, vacates Ellsworth Ave ROW, and establishes required easements. Planning and Zoning Commission gave a unanimous recommendation for approval and staff recommends approval of this ordinance.

BACKGROUND:

An Ordinance was approved on June 10, 2024 for a Special Use for Vehicle Repair and Maintenance and a Special Use for a Planned Unit Development. The Plat of Subdivision was not approved at that time as the Village wanted to wait until the Contract Purchaser got closer to closing on the property. The property is scheduled to close prior to February 17, 2025.

DISCUSSION:

The subject property is a double-frontage (North Avenue and Schiller Street) corner lot (unimproved Ellsworth Avenue) currently occupied by Strat's. There are currently two curb cuts along North Avenue, which is IDOT jurisdiction, that would be consolidated to one for a proposed Belle Tire development. The Planning and Zoning Commission held a public hearing on May 9, 2024 where they recommended approval of the request by a vote of 9-0.

Ordinance No. _____

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS,
APPROVING A RIGHT-OF-WAY VACATION AND A FINAL PLAT OF SUBDIVISION
FOR THE PROPERTY LOCATED AT 231 E. NORTH AVENUE, VILLA PARK**

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

WHEREAS, the corporate authorities of the Village have adopted regulations regarding the subdivision and consolidation of parcels of land in the Village, as set forth in Article II, entitled “Subdivision Regulations”, of Appendix B of the Village Code (hereinafter the “Subdivision Regulations”); and,

WHEREAS, Christopher Enright, NCARB of Contour Land Group (“Petitioner”), applied for and is seeking approval of a final plat of subdivision for the property located at 231 E. North Avenue, Villa Park, Illinois (“Subject Property”), that includes the vacation of a right-of-way located immediately adjacent to the Subject Property, which right of way is wholly within the corporate boundaries of the Village; and,

WHEREAS, after publication of notice as provided by law, the Planning and Zoning Commission (“PZC”) of the Village of Villa Park conducted a public hearing on May 9, 2024, regarding Petitioner’s application; and,

WHEREAS, no written objections were submitted regarding the vacation of the ROW and after hearing all testimony and public comment and consideration of all evidence presented at the hearing regarding said application, the PZC of the Village of Villa Park voted with nine (9) in favor and none (0) opposed to recommend approval of the Petitioner’s application; and,

WHEREAS, the Corporate Authorities of the Village have considered and accept the findings and recommendation of the PZC and have determined it is advisable, necessary and in the public interest to approve the final plat of subdivision approval, including the vacation of the ROW; and,

WHEREAS, the right of way as depicted in the *Final Plat of Subdivision Belle Tires First Plat of Resubdivision* attached hereto as Exhibit “A” and legally described in Exhibit “B” (“ROW”), is not, nor is it anticipated, to be utilized by the general public as an open and improved

right-of-way and is no longer useful to the Village, nor is it in the best interests of the Village to retain control and jurisdiction thereof; and,

WHEREAS, the ROW is a right-of-way situated within the territorial limits of the Village and, as such, pursuant to Illinois statute, is subject to the determination by the corporate authorities of the Village of whether or not to vacate the ROW by balancing the interests of the nature and extent of the public use, and interest or benefit derived from the right-of-way, against the potential benefits to be derived from and cost saved to the Village from the vacation and incorporation of the aforesaid ROW into certain abutting property, which will enhance the redevelopment potential of the Subject Property and surrounding area; and,

WHEREAS, due to the *de minimis* area of the ROW, the corporate authorities of the Village have determined that no compensation be paid to the Village for vacating the ROW.

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

Section 1: The statements contained in the preamble hereto are found to be true and correct and are adopted as the findings of the Village and are hereby incorporated herein by specific reference as part of this Ordinance.

Section 2: The Village President and Board of Trustees of the Village of Villa Park find that the *Final Plat of Subdivision Belle Tires First Plat of Resubdivision* (“Plat”), identified as Exhibit “A” attached hereto and made a part hereof, is in acceptable form, conforms to the Subdivision Regulations and that the preliminary and final Plat be and is hereby approved in substantially the form attached hereto, and the Village President and Village Clerk, along with all other required Village officials, are hereby authorized and directed to execute said final Plat, upon receipt of the mylar as approved by the Village attorney and the prior signatures of all other required parties.

Section 3: The ROW, depicted and legally described in the Plat, is hereby vacated.

Section 4: The vacated ROW shall be conveyed to the abutting property identified as PIN 06-03-100-021 with a common address of 187 E. North Avenue, Villa Park, Illinois 60181 (“Abutting Property”), and such vacation and conveyance is made upon the finding that the commensurate economic benefits and/or savings to be provided to the Village, in the judgment of the Village President and Board of Trustees, shall compensate the Village for the value of the ROW being vacated herein to the owner of the Abutting Property and that the owner of the

Ordinance No. _____

Abutting Property shall acquire title to the ROW hereby vacated, in an “as-is,” “where-is” condition.

Section 5: With respect to any public service facilities in the ROW, or part thereof, the ROW vacation shall reserve to the Village or the public utility, as the case may be, owning such facilities, such property, rights of way and easements identified on the Plat or existing with the ROW, as such reservation, in the judgment of the corporate authorities of the Village, is necessary and desirable for continuing public service by means of those facilities and for the maintenance, renewal and reconstruction thereof.

Section 6: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 7: That this Ordinance shall be in full force and effect from and after its passage by the affirmative vote of at least three-fourths of the trustees holding office and approval in the manner provided by law.

Passed this _____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this _____ day of _____, 2025.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2025

Ordinance No. _____

EXHIBIT A

Final Plat of Subdivision Belle Tires First Plat of Resubdivision

[illegible]

Ordinance No. _____

EXHIBIT B

Legal Description – Right of Way

THAT PART OF ELLSWORTH (FORMERLY ARTHUR) AVENUE LYING WEST OF LOT 1 IN MICHAEL MAUDE'S SUBDIVISION, A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1979 AS DOCUMENT R79-18713 AND LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1 AND LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1, IN DU PAGE COUNTY, ILLINOIS.

FINAL PLAT OF SUBDIVISION
BELLE TIRES FIRST VILLA PARK RESUBDIVISION

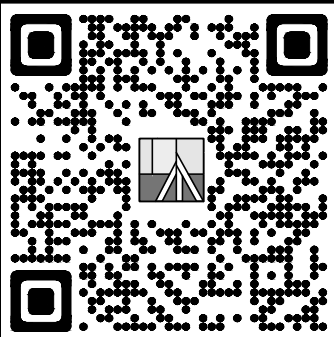
OF
LOT 1 IN MICHAEL MAUDE'S SUBDIVISION, A RESUBDIVISION IN THE NORTHWEST QUARTER OF
SECTION 3, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1979 AS DOCUMENT R79-18713;
TOGETHER WITH THAT PART OF ELLSWORTH (FORMERLY ARTHUR) AVENUE LYING SOUTH OF
THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1 AND LYING NORTH OF THE
WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1, ALL IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 06-03-101-027

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.



DATE	02-28-24	PC	N/A	DRAWN BY	RHM	CHECKED BY	DW	BOOK	N/A	PG	N/A	BY
NO.	1			PER EMAIL DATED	3/26/24	MRA						
2				PER EMAIL DATED	4/17/24	RHM						
3				PER EMAIL DATED	4/26/24	RHM						
4				PER EMAIL DATED	6/25/24	RHM						
5				PER EMAIL DATED	2/7/25	CGS						

AREA SUMMARY

GROSS AREA : 62,888 SQUARE FEET OR 1.444 ACRES
LESS R.O.W. DEDICATION: 14,096 SQUARE FEET OR 0.324 ACRES

LOT 1: 48,792 SQUARE FEET OR 1.120 ACRES
(TO HEAVY LINES BASED ON MEASURED VALUES)

FIRE APPARATUS ACCESS EASEMENT PROVISIONS

AN EASEMENT IS RESERVED FOR AND GRANTED TO THE VILLAGE OF VILLA PARK AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED 'FIRE APPARATUS ACCESS EASEMENT' ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO ACCESS THE SITE WITH EMERGENCY VEHICLES AND EMERGENCY PERSONNEL AS SUCH MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG AND THROUGH, SAID INDICATED EASEMENT. NO PARKING OR PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT BUT SAID EASEMENT MAY BE USED FOR DRIVEWAYS, DRIVE AISLES OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE VILLAGE OF VILLA PARK.

UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF VILLA PARK AND THEIR SUCCESSORS AND ASSIGNS OVER ALL THE AREAS MARKED 'UTILITY EASEMENT' ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY LINES, INCLUDING BUT NOT LIMITED TO, SANITARY SEWERS, WATER MAINS, STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE OVER, UPON, ALONG, UNDER, AND THROUGH, SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY WORKERS AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, PLANTS, OR OTHER APPURTENANCES ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE UTILITIES. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID EASEMENT BUT SAME MAY BE USED AT THE RISK OF THE OWNER FOR GARDENS, SHRUBS, LANDSCAPING, OR OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE VILLAGE OF VILLA PARK.

ACCESS NOTES

- THERE SHALL BE AT MOST ONE (1) RESTRICTED VEHICULAR ACCESS TO ILLINOIS ROUTE 64 (NORTH AVENUE) FROM LOT 1.
- ALL OTHER VEHICULAR ACCESS SHALL BE FROM INTERNAL CIRCULATION.

PUBLIC UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED TO

COMMONWEALTH EDISON COMPANY
AND
AT&T COMMUNICATIONS, GRANTEEES,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO OPERATE, MAINTAIN AND REMOVE, REPAIR AND REPLACE, FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED 'PUBLIC UTILITY EASEMENT' AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS WILL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DOTTED LINES MARKED 'PUBLIC UTILITY EASEMENT' WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER WORK IS COMPLETED, THE GRADE OF THE SUBDIVIDED PROPERTY WILL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

PUBLIC UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO

NORTHERN ILLINOIS GAS COMPANY, AND ILLINOIS CORPORATION DOING BUSINESS AS NICOR GAS COMPANY, ITS SUCCESSORS AND ASSIGNS (HEREINAFTER 'NICOR') TO OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE FACILITIES USED IN CONNECTION WITH THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN ON THIS PLAT MARKED 'PUBLIC UTILITY EASEMENT', 'P.U.E.', 'COMMON AREA OR AREAS' (OR SIMILAR DESIGNATIONS), STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, AND THE PROPERTY DESIGNATED ON THIS PLAT AS 'COMMON ELEMENTS', TOGETHER WITH THE RIGHT TO REMOVE OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO, TREES, BUSHES, ROOTS AND FENCES, AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER NICOR FACILITIES OR IN, UPON OR OVER THE PROPERTY IDENTIFIED ON THIS PLAT FOR UTILITY PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF NICOR. AFTER WORK IS COMPLETED, THE GRADE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

LEGEND

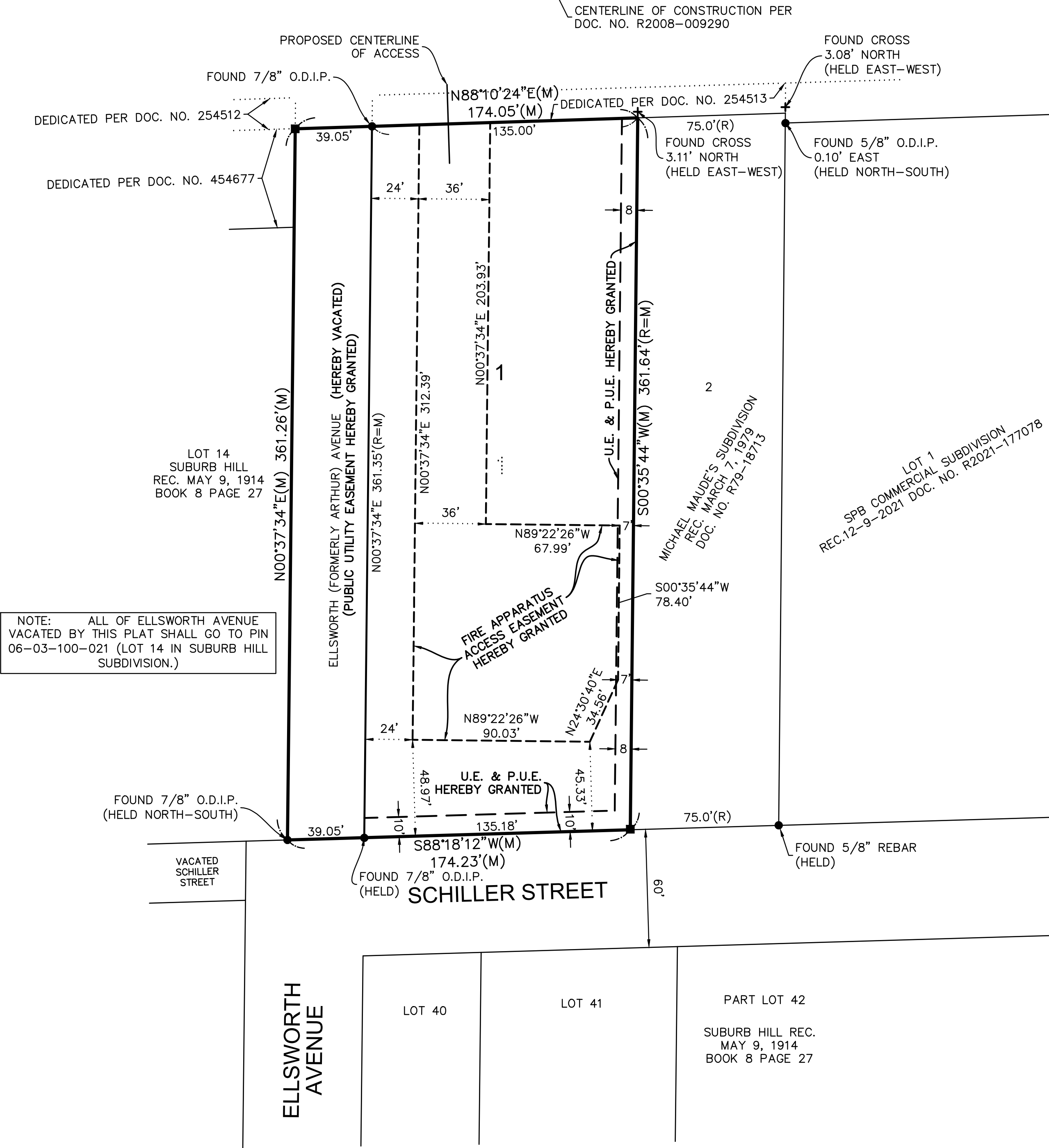
- FOUND 7/8" O.D.I.P. (HELD LOCATION) UNLESS OTHERWISE NOTED
- SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
N = NORTH
S = SOUTH
E = EAST
W = WEST
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT

LINE LEGEND

———— SUBDIVISION BOUNDARY LINE
———— ADJACENT LAND PARCEL LINE
———— LOT LINE
----- EASEMENT LINE
----- CENTERLINE
----- BUILDING SETBACK LINE
----- SECTION LINE



CLIENT
Contour Land Group
628 E. Puente Avenue, Suite 100
Royal Oak, MI 48067

PROJECT
Belle Tires First Villa Park Subdivision

COMPASS
SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CISURVEYING.COM

SCALE: 1" = 40'

1 OF 2

PROJ. NO.: 24.0032

J:\PSDATA\2024 PROJECTS\24.0032\24.0032-SUB.DWG



VILLA PARK - NORTH AVE - IL

201 E North Ave.
Villa Park IL. 60181

23-410 Belle Tire
Villa Park, IL
Village - IDOT Resubmittal:
April 23, 2024

DRAWING ISSUE	
February 2, 2024	Village-IDOT Submittal
March 29, 2024	Village-IDOT Resubmittal
April 19, 2024	Village Resubmittal
April 29, 2024	Village-IDOT Resubmittal

BUILDING AREA	
TABLE 1004.1.1	OCCUPANT LOAD SHOWROOM AREA CUSTOMER WAITING - ROOM 112 396 S.F. / 100 = 4 OCCUPANTS SALES AREA - ROOM 110 900 S.F. - USE "MERCANTILE - BASEMENT AND MAIN FLOOR AREAS" - 30 S.F. PER OCCUPANT 900 S.F. / 30 S.F. PER OCCUPANT = 30 OCCUPANTS OFFICE - ROOM 109 79 S.F. - USE "BUSINESS AREAS" - 100 S.F. PER OCCUPANT 79 S.F. / 100 = 79 OCCUPANTS CUSTOMER TOILET - ROOM 108 60 S.F. - USE "BUSINESS AREAS" - 100 S.F. PER OCCUPANT 60 S.F. / 100 = 60 OCCUPANTS TOTAL SHOWROOM OCCUPANTS - 35.39 = 36 OCCUPANTS ONE EXIT REQUIRED SHOP AREA MECHANICAL - ROOM 104 156 S.F. - USE "MECHANICAL ROOMS" 300 S.F. PER OCCUPANT 156 S.F. / 300 = 52 OCCUPANTS PARTS - ROOM 105 196 S.F. - USE "WAREHOUSES" - 500 S.F. PER OCCUPANT 196 S.F. / 500 = 39 OCCUPANTS STORAGE - ROOM 113 130 S.F. - USE "WAREHOUSES" - 500 S.F. PER OCCUPANT 130 / 500 = 26 OCCUPANTS LUNCH ROOM - ROOM 115 100 S.F. - USE "BUSINESS AREAS" - 100 S.F. PER OCC. 100 / 100 = 1 OCCUPANT LOCKER ROOM - ROOM 107 100 S.F. - "USE LOCKER ROOMS" - 50 S.F. PER OCCUPANT 100 / 50 = 2 OCCUPANTS INVENTORY - ROOM 102 1730 S.F. - USE "WAREHOUSES" -500 S.F. PER OCCUPANT 1730 /500 = 3.46 OCCUPANTS SERVICE BAYS - ROOM 102 4600 S.F. - USE "PARKING GARAGES" - 200 S.F. PER OCC. 4600 / 200 = 23 OCCUPANTS SCRAP TIRES - ROOM 101 420 S.F. - USE "WAREHOUSES" - 500 S.F. PER OCCUPANT 420 / 500 = .84 OCCUPANTS UPPER LEVEL INVENTORY 3000 S.F. - USE "WAREHOUSES" - 500 S.F. PER OCCUPANT 3000/ 500 = 6 OCCUPANTS TOTAL SERVICE AREA OCCUPANTS - 38 ONE EXIT REQUIRED TOTAL OCCUPANTS IN FACILITY - 76 OCCUPANTS
TABLE 1005.1	32 INCHES MINIMUM CLEAR WIDTH PROVIDED
TABLE 1005.1	EXIT STAIR WIDTH - 36" BETWEEN HANDRAILS
1015.2.1 2014 IBC	TWO EXITS OR EXIT ACCESS DOORWAYS SHALL BE PLACED A DISTANCE APART EQUAL TO NOT LESS THAN ONE-HALF OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE BUILDING.
1016.1 2014 IBC	EXIT ACCESS TRAVEL DISTANCE USE "M" WITHOUT SPRINKLER SYSTEM = 250 FEET USE "S-1" WITHOUT SPRINKLER SYSTEM = 250 FEET



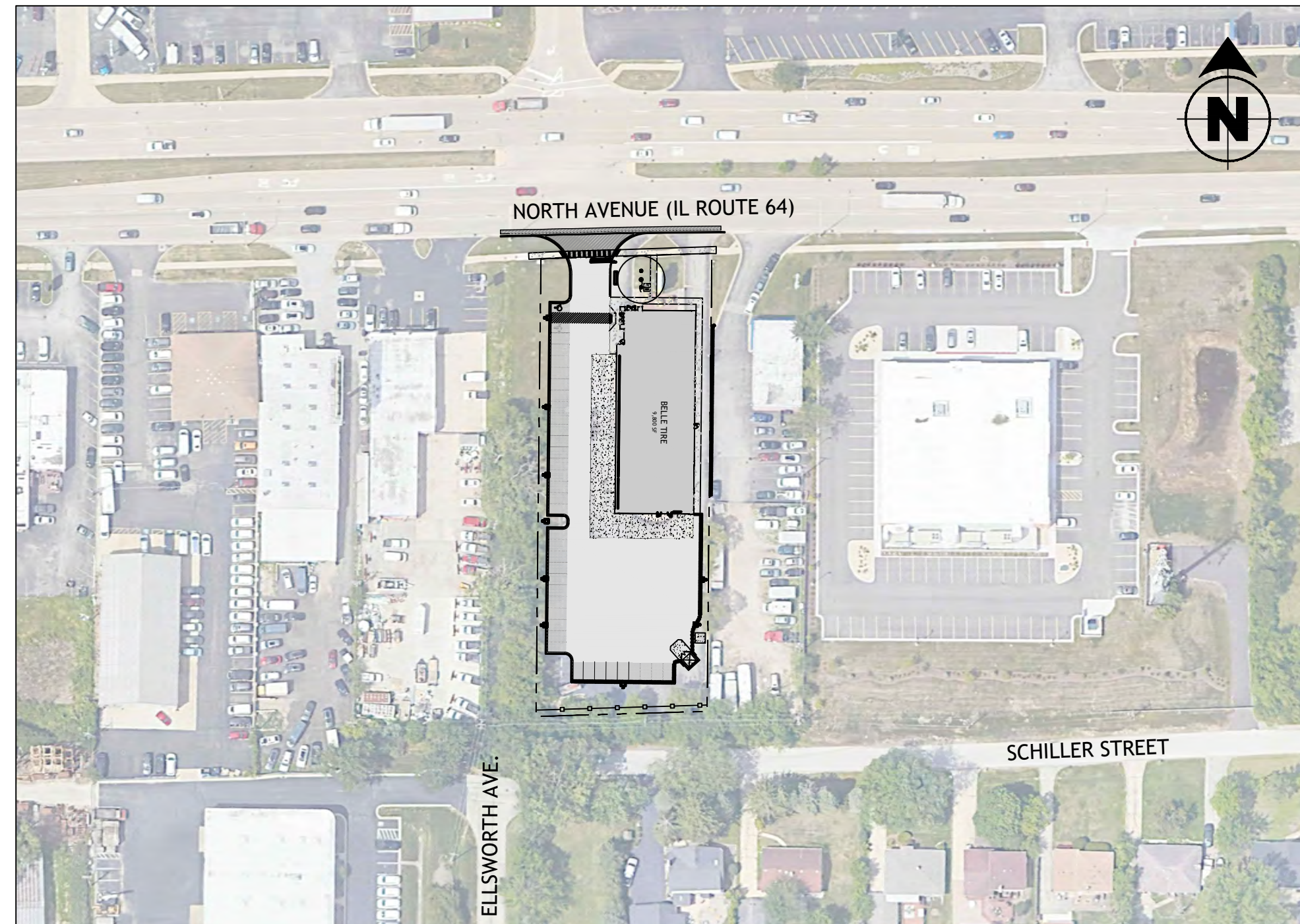
CONTACT INDEX				
OWNER Barnes Development Company LLC 25800 Northwestern Hwy, 10th Floor Southfield, MI. 48075	ARCHITECT Contour Land Group 628 E. Parent Ave, Suite 106 Royal Oak, MI 48067 Contact: Chris Enright, NCARB 248.258.6485 (p) 248.330.9395 (c) cenright@contourlandgroup.com	GEOLOGICAL ENGINEER Partner Engineering and Science, Inc. Contact: Scott Pritchard 619.541.4105 spritchard@partneresi.com	CIVIL ENGINEER Contour Land Group 628 E. Parent Ave, Suite 100 Royal Oak, MI 48067 Contact: Branden Ferro PE 815.210.1996 (p) bferro@contourlandgroup.com	LANDSCAPE ARCHITECT LG Workshop 2324 W. Armitage Ave. Chicago, IL.60647 Phone: (773) 697-4388
PLASTIC LAM. / CABINETRY Cabinet One 4571 White Lake Court Clarkston, MI 48346 248.625.9440 p 248.625.0544 f cabinetone@sprintpcs.com	City of Villa Park Planning and Zoning 11 West Home Avenue Villa Park, IL 60181 Community Development Marc McLaughlin, AICP, GISP mmchaughlin@invillapark.com 630.433.4315 Planner Stephanie Barajas sbarajas@invillapark.com 630.433.4302	Public Works / Water Michael Guerra, PE mguerra@invillapark.com 630.834.8505 Waste Water Waste Water Division Dennis Jessen Utilities Foreman djessen@invillapark.com 630.834.8505 IDOT Illinois Department of Transportation Charles Saint-Vil charles.saintvil@illinois.gov 847.705.4144	Sewer & Stormwater Provider Village of Villa Park Public Works Department 11 West Home Avenue Villa Park, IL 60181 Michael Guerra, PE mguerra@invillapark.com 630.834.8505 Fire Department Villa Park Fire Department 1440 S Ardmore Avenue Villa Park, IL 60181 Steven Stapleton, Fire Chief ssstapleton@invillapark.com 630.592.6054	Gas NICOR gasmapas@nicor.com Electric COMED 630.576.7094 Telecom Comcast Martha Gieras 224.229.5862 martha_gieras@cable.comcast.com AT&T Bobby Akhter 630.390.0089 G11629@ATT.COM
FLAG POLE Rocket Enterprises 30660 Ryan Road Warren, MI 48092 CONTACT: 586.751.7600 (p) 586.751.7636 (f) info@rocketenterprise.com	TIRE MACHINES / EQUIPMENT Hennessy Industries / Coats 1601 J.P. Hennessy Drive La Vergne, TN 37086 Contact: Bob Beitz 800.688.6359(p) bob.beitz@ammcoats.com	HOISTS / LIFTS Challenger Lifts Contact: Trevor Coleman Sr. Key Account Manager Great Lakes Regional Manager (419) 349-6834 Trevor@challengerlifts.com	RACKS / STORAGE SYSTEMS Rayhaven Group 35901 Schoolcraft Rd. Livonia, MI 48150 Contact: Peter Huebner 734.744.9260 (p) 734.744.9270 (f) phuebner@rayhaven.com	ALIGNMENT EQUIPMENT Hunter Engineering Company 11250 Hunter Drive Bridgeton, MO 63044 CONTACT: Jeff Russell 248.302.8890 (p) 734.513.6700 (f) jrusell@hunter.com

DRAWING INDEX		February 2, 2024	March 29, 2024	April 19, 2024	April 29, 2024				
		Village-IDOT Submittal	Village-IDOT Resubmittal	Village Resubmittal	Village-IDOT Resubmittal				
COVER SHEET		○	○	○	●				
CIVIL		○	○	○	○				
C-000 COVER SHEET		○	○	○	○				
1 OF 2 ALTA / NSPS LAND TITLE AND TOPOGRAPHIC SURVEY		○	○	○	○				
2 OF 2 ALTA / NSPS LAND TITLE AND TOPOGRAPHIC SURVEY		○	○	○	○				
C-001 GENERAL NOTES		○	○	○	○				
C-100 DEMOLITION PLAN		○	○	○	○				
C-200 SITE PLAN		○	○	○	○				
C-200-AT AUTOTURN ANALYSIS			○	○	○				
C-201 NORTH AVE IMPROVEMENTS			○	○	○				
C-300 GRADING PLAN		○	○	○	○				
C-301 EROSION & SEDIMENT CONTROL PLAN		○	○	○	○				
C-302 EROSION & SEDIMENT CONTROL DETAILS		○	○	○	○				
C-400 UTILITY PLAN		○	○	○	○				
C-600 DETAILS		○	○	○	○				
C-601 DETAILS		○	○	○	○				
C-602 DETAILS		○	○	○	○				
C-603 DETAILS		○	○	○	○				
C-604 DETAILS			○	○	○				
L.1 TREE PROTECTION & REMOVAL PLAN		○	○	○	○				
L.2 LANDSCAPE PLAN		○	○	○	○				
L.3 LANDSCAPE DETAILS & NOTES		○	○	○	○				
SL-1.1 SITE LIGHTING		○	○	○	○				
SL-1.2 SITE LIGHTING		○	○	○	○				
ARCHITECTURAL									
A 001 SIGN PLAN		○							
A 101 FLOOR PLAN			○	○					
A 201 BUILDING ELEVATIONS		○	○	○					
A 202 BUILDING ELEVATIONS		○	○	○					
A 203 BUILDING ELEVATIONS		○	○	○					
A 204 DUMPSTER		○							

NOTES	
1.	OWNER AGREES TO SEASONAL MAINTENANCE PROGRAM AND WILL REPLACE ALL DISEASED, DEAD OR DAMAGED PLANTS, REPLENISH MULCH, CONTROL WEEDS, FERTILIZE AND PRUNE BEGINNING UPON COMPLETION OF CONSTRUCTION OF LANDSCAPING.
2.	ANY HAZARDOUS MATERIALS USED, STORED OR PROCESSED ON SITE WILL BE SUBJECT TO ALL APPLICABLE REGULATIONS.
3.	ALL SITE LIGHTING SHALL BE SHIELDED OR DIRECTED TO REMAIN WITHIN THE SITE BOUNDARIES. THIS SHALL INCLUDE SHIELDING FROM VIEW FROM OFFSITE THE HOTSPOT OF LIGHTS
4.	OWNER AGREES TO PICK-UP DEBRIS ON PROPERTY AND BLOWING FROM PROPERTY WEEKLY AS NEEDED.
5.	ALL SIGNAGE TO CONFORM TO THE City of Villa Park ZONING ORDINANCE
6.	OWNER AGREES THAT PAVED SURFACES, WALKWAYS, SIGNS, LIGHTING AND OTHER STRUCTURES AND SURFACES SHALL BE MAINTAINED IN A SAFE, ATTRACTIVE CONDITION AS ORIGINALLY DESIGNED AND CONSTRUCTED. PARKING LOT STRIPING AND MARKING SHALL BE MAINTAINED IN A CLEARLY VISIBLE CONDITION.
7.	HAZARDOUS MATERIALS: ALL WASTE LIQUIDS GENERATED FROM THE REPAIR OF VEHICLES IN THE FACILITY ARE TO BE CAPTURED AND DISPOSED OFF SITE BY LICENSED WASTE HAULERS. USED TIRES ARE STORED INSIDE THE FACILITY IN SPECIFICALLY DESIGNATED AREAS AND ARE DISPOSED / RECYCLED OFF-SITE BY LICENSED WASTE HAULERS. ALL LICENSES ARE AVAILABLE FOR REVIEW UPON REQUEST.
8.	NO VEHICLES TO BE LEFT OUTSIDE THE BUILDING OVERNIGHT, AND NO OUTDOOR STORAGE OF NEW OR USED AUTO PARTS.
9.	GENERAL CONTRACTOR TO PROVIDE ASSISTANCE TO ALL VENDORS OF OWNER SUPPLIED AND INSTALLED ELEMENTS IN UNLOADING AND PLACING SAID MATERIAL ON PROJECT SITE.
10.	DESCRIPTION OF OPERATIONS: BELLE TIRE FACILITY SELLS AND INSTALLS TIRES AND AUTOMOTIVE PARTS FOR PASSENGER AND SMALL COMMERCIAL VEHICLES. BELLE ALSO OFFERS AUTOMOTIVE SERVICE INDEPENDENT FROM THE PRODUCTS THAT ARE SOLD ON SITE AS WELL AS REPAIR OF WINDSHIELDS. SALES ARE CONDUCTED IN THE SHOWROOM / WAITING AREA AND INSTALLED IN THE 10 CONNECTED SERVICE BAYS. MAXIMUM AMOUNT OF EMPLOYEES ON ANY SHIFT IS 10.

CONTOUR
DESIGN • ENGINEERING

628 E. Parent Avenue
Suite 100
Royal Oak, MI 48067
248.258.6485 (O)
248.330.9395 (C)
cenright@contourlandgroup.com
Consultant



LOCATION MAP

NO SCALE

LEGAL DESCRIPTION

LOT 1 IN MICHAEL MAUDE'S SUBDIVISION, A RESUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 7, 1979 AS DOCUMENT R79-18713, IN DU PAGE COUNTY, ILLINOIS.

LANDSCAPE ARCHITECT

COMPASS SURVEYING LTD
2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502
CONTACT: DANIEL WALTER, PLS
PHONE: 630.820.9100

ADD/REV NO.	DATE	SHEET NUMBER	SHEET TITLE
	04/29/2024	C-000	COVER SHEET
	04/17/2024	ALTA (1 OF 2)	ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
	04/17/2024	ALTA (2 OF 2)	ALTA/NSPS LAND TITLE & TOPOGRAPHIC SURVEY
	04/29/2024	C-001	GENERAL NOTES
	04/29/2024	C-100	DEMOLITION PLAN
	04/29/2024	C-200	SITE PLAN
	04/29/2024	C-200-AT	AUTOTURN ANALYSIS
	04/29/2024	C-201	NORTH AVENUE IMPROVEMENT PLANS
	04/29/2024	C-300	GRADING PLAN
	04/29/2024	C-301	EROSION & SEDIMENT CONTROL PLAN
	04/29/2024	C-302	EROSION & SEDIMENT CONTROL DETAILS
	04/29/2024	C-400	UTILITY PLAN
	04/29/2024	C-600	DETAILS
	04/29/2024	C-601	DETAILS
	04/29/2024	C-602	DETAILS
	04/29/2024	C-603	DETAILS
	04/29/2024	C-604	DETAILS
	04/29/2024	L.1	TREE PROTECTION & REMOVAL PLAN
	04/29/2024	L.2	LANDSCAPE PLAN
	04/29/2024	L.3	LANDSCAPE DETAILS & NOTES
	04/29/2024	SL-1.1	SITE LIGHTING
	04/29/2024	SL-1.2	SITE LIGHTING

UTILITIES

WATER:
VILLAGE OF VILLA PARK
MICHAEL GUERRA, P.E.
MGUERRA@INVILLAPARK.COM
630.834.8505

GAS:
NICOR
GASMAPS@NICOR.COM

ELECTRIC:
COMED
630.576.7094

TELECOM:
AT&T
BOBBY AKHTER
G11629@ATT.COM
630.390.0089

COMCAST
MARTHA GIERAS
MARTHA_GIERAS@CABLE.COMCAST.COM
224.229.5862

IDOT

ILLINOIS DEPARTMENT OF TRANSPORTATION
CHARLES SAINT-VIL
CHARLES.SAINTVIL@ILLINOIS.GOV
847.705.4144

VILLA PARK FIRE DEPARTMENT
1440 S ARDMORE AVENUE
VILLA PARK, IL 60181
STEVEN STAPLETON, FIRE CHIEF
SSTAPLETON@INVILLAPARK.COM
630.592.6054

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.



(TO HEAVY LINES)
48,792 SQUARE FEET
OR
1.120 ACRES
BASED ON MEASURED VALUE

$$\begin{array}{r} \text{REGULAR SPACES} = 48 \\ \text{ACCESSIBLE SPACES} = 2 \\ \hline \text{TOTAL SPACES} = 50 \end{array}$$

J: \PSDATA\2023 PROJECTS\23.0163\23.0163 LTS TOPO.DWG

PROJECT NO. 22-0163

1 OF 2

SCALE: 1" = 30'

COMPASS SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100

AURORA, IL 60502

PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: PARMENT@CLSURVEYING.COM

PROJECT

BELLE TIRE

231 E. NORTH AVENUE

VILLA PARK

CLIENT

CONTOUR LAND GROUP

625 E. PARENT AVENUE, SUITE 100

ROYAL OAK MI 48067

DATE: 08-08-23

PC TK

DRAWN BY BT

CHECKED BY DW

BOOK 667 PG 10-12

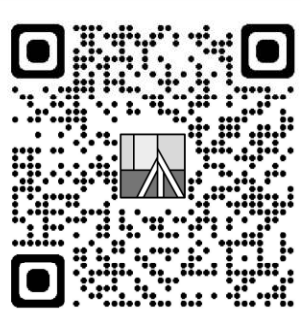
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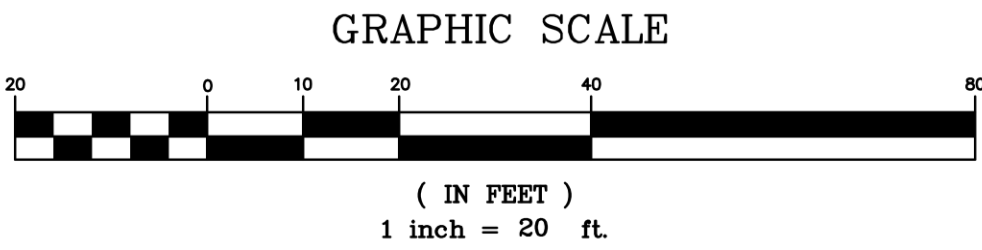
2.

3.

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ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY



GRID NORTH

LINE LEGEND

- LIMITS OF LAND PER
— LEGAL DESCRIPTION
— ADJACENT LAND
— PARCEL LINE
— EASEMENT LINE
— CENTERLINE
— BUILDING SETBACK LINE
— SECTION LINE
— EXISTING CONTOUR

ABBREVIATIONS

- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
TF = TOP OF FOUNDATION
FF = FINISHED FLOOR
FES = FLARED END SECTION
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
N = NORTH
S = SOUTH
E = EAST
W = WEST
A = ARC LENGTH
R = RADIUS
CH = CHORD
CB = CHORD BEARING
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
BC = BACK OF CURB
BDC = BACK OF DEPRESSION
FL = FLOW LINE
C = CONCRETE
P = PAVEMENT
G = GRAVEL
EW = EDGE OF WALK
TW = TOP OF WALL
TP = TOP OF PIPE
IE = INVERT ELEVATION
PL = PROPERTY LINE
DS = DOWN SPOUT
S.F. = SQUARE FEET
SL = SHORE LINE
TSF = TRANSFORMER
B = PAVERS

LEGEND

- FOUND 7/8" O.D.I.P.
● UNLESS OTHERWISE NOTED
(HELD LOCATION)
+ CONCRETE MONUMENT
+ CROSS IN CONCRETE
⊙ MANHOLE
⊙ STORM STRUCTURE
⊙ SANITARY MANHOLE
⊙ CLEANOUT
⊙ FLARED END SECTION
⊙ TRANSFORMER PAD
⊙ ELECTRIC MANHOLE
⊙ ELECTRIC BOX
⊙ ELECTRIC PEDESTAL
⊙ ELECTRIC MARKER
⊙ ELECTRIC METER
⊙ UTILITY POLE
⊙ UTILITY POLE W/LIGHT
⊙ UTILITY POLE W/TSP
⊙ GUY POLE
⊙ OVERHEAD TRAFFIC SIGNAL
⊙ TRAFFIC SIGNAL MANHOLE
⊙ LIGHT
⊙ LIGHT POLE
⊙ HAND HOLE
⊙ VALVE VAULT
⊙ FIRE HYDRANT
⊙ IRRIGATION CONTROL VALVE
⊙ POST INDICATOR VALVE
⊙ SIAMSE WATER CONNECTION
⊙ WATER MARKER
⊙ WATER METER
⊙ VALVE BOX
⊙ B/BOX
⊙ SPRINKLER CONTROL VALVE
⊙ TELEPHONE MANHOLE
⊙ TELEPHONE NETWORK INTERFACE
⊙ COMMUNICATION MARKER
⊙ COMMUNICATION PEDESTAL
⊙ CABLE TELEVISION PEDESTAL
⊙ CONTROL BOX
⊙ WETLAND FLAG
⊙ GAS METER
⊙ GAS VALVE
⊙ GAS MARKER
⊙ DOWN SPOUT
⊙ BORING HOLE
⊙ MONITORING WELL
⊙ GATE POST
⊙ BOLLARD POLE
⊙ SIGN
⊙ FLAG POLE
⊙ MAILBOX
— SANITARY SEWER
— STORM SEWER
— WATER MAIN
— GAS MAIN
— ELECTRIC LINE
— OVERHEAD WIRES
— COMMUNICATION LINE
— FIBER OPTIC LINE
— CONIFEROUS TREE
— W/APPROX. DIAMETER
— DECIDUOUS TREE
— W/APPROX. DIAMETER
— MS=MULTI-STEM
(DRIP LINE SHOWN IS APPROXIMATE)
— TREE LINE
— ELEVATION
— BITUMINOUS PAVEMENT
— CONCRETE SURFACE
— DEPRESSED CURB
— GRAVEL SURFACE
— LANDSCAPE AREA
— STONE SURFACE
— DETECTABLE TACTILE
— WARNING SURFACE
— BRICK PAVERS
— WOOD FENCE
— CHAIN LINK FENCE
— METAL FENCE
— METAL GUARDRAIL
— OVERHEAD TRAFFIC ARM



J:\PSDATA\2023 PROJECTS\23.0163\23.0163 LTS TOPO.DWG

COMPASS
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2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502

PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

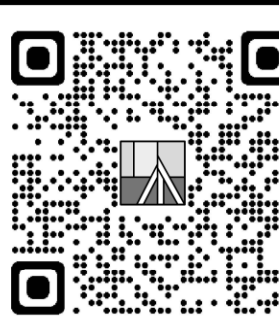
PROJECT

BELLE TIRE
231 E. NORTH AVENUE
VILLA PARK

CLIENT

CONTOUR LAND GROUP
628 E. PARENT AVENUE, SUITE 100
ROYAL OAK, MI 48067

NO.	REVISIONS	DATE	BY
1.	PER EMAIL DATED 9/1/2023	9/26/23	BT
2.	ADD WETLANDS FLAGS	12/11/23	BT
3.	ADDITIONAL UTILITY INFORMATION	04/17/24	RHM



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GENERAL NOTES

- ALL CURRENT AND APPLICABLE ORDINANCES, STANDARDS AND SPECIFICATIONS OF THE AUTHORITIES HAVING JURISDICTION, IE, THE MUNICIPALITY, STATE, REGIONAL AND LOCAL UTILITY PROVIDERS AND/OR ILLINOIS DEPARTMENT OF TRANSPORTATION SHALL GOVERN ALL CONSTRUCTION ITEMS IN THESE PLANS UNLESS OTHERWISE NOTED. WHERE ANY CONFLICTS ARISE, THE MORE STRINGENT REQUIREMENT SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY DIRECTED OTHERWISE BY THE PROFESSIONAL OF RECORD.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY FEDERAL, STATE AND LOCAL PERMITS PRIOR TO CONSTRUCTION. ANY PERFORMANCE OR MAINTENANCE BONDS, LETTER OF CREDIT OR OTHER FINANCIAL SURETY REQUIRED FOR ANY PERMITS SHALL BE PROVIDED BY THE CONTRACTOR TO OBTAIN PERMITS.
- THE CONTRACTOR AND SUBCONTRACTORS ARE SOLELY RESPONSIBLE TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN ACCORDANCE WITH THE FEDERAL, STATE, LOCAL, AND OSHA REQUIREMENTS.
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL EXAMINE AND VERIFY SURVEY BENCHMARKS, PROPERTY BOUNDARY, DIMENSIONS AND ACTUAL CONDITIONS TO CONFIRM ALIGNMENT WITH THE CONSTRUCTION PLANS. ANY DISCREPANCIES SHOULD BE PRESENTED TO THE OWNER, SURVEYOR, ENGINEER OR CONSTRUCTION MANAGER IMMEDIATELY FOR INSTRUCTION. ANY WORK PERFORMED THEREAFTER WITHOUT INSTRUCTION SHALL BE AT CONTRACTOR'S EXPENSE.
- BEFORE BIDDING, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW AND ACCOMMODATE RECOMMENDATIONS FROM THE GEOTECHNICAL REPORT AND ANY ENVIRONMENTAL PHASE 1 OR PHASE 2 REPORTS PROVIDED IN THE CONTRACT DOCUMENTS. THIS INCLUDES:REMOVAL OF POOR SOILS, SUB-GRADE PREPARATION, ETC. ANY COSTS ASSOCIATED WITH THESE ITEMS AND AS THEY RELATE TO SCHEDULE ARE TO BE INCLUDED IN FINAL BIDS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO WORK OFF THE MOST RECENT SET OF CONSTRUCTION PLANS. CONTRACTOR SHALL CONFIRM WITH ENGINEER THE MOST RECENT APPROVED, STAMPED AND CERTIFIED SET ISSUED FOR CONSTRUCTION.
- AT LEAST 72 HRS PRIOR TO CONSTRUCTION, AND SUBJECT TO LONGER REQUIRED TIMEFRAMES, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE FEDERAL, STATE AND/OR LOCAL AUTHORITIES AS REQUIRED. THE CONTRACTOR SHALL ABIDE BY AGENCY AND MUNICIPALITY STANDARDS FOR NOTIFICATION, TESTING AND INSPECTION DURING CONSTRUCTION. ANY DELAY IN SCHEDULE OR TIME LOST DUE TO IMPROPER CONTRACTOR INSPECTION CONDITIONS OR SCHEDULING SHALL BE AT CONTRACTOR'S EXPENSE.
- THE EXISTING CONDITIONS DEPICTED ON THE PLANS ARE APPROXIMATE AND INFORMATIONAL IN NATURE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ACTUAL CONDITIONS, LOCATIONS OF ANY NATURAL FEATURES AND ALL PUBLIC/PRIVATE UNDERGROUND UTILITIES BOTH HORIZONTALLY AND VERTICALLY. ANY EXPLORATORY SUBSURFACE INVESTIGATION SHALL BE AT THE EXPENSE OF THE CONTRACTOR. ANY SIGNIFICANT DIFFERENCES FROM THE PLANS SHALL BE COMMUNICATED WITH THE ENGINEER PRIOR TO COMPLETING ASSOCIATED WORK.
- THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNERS' AGENTS, ENGINEER OF RECORD, CHRISTOPHER ENRIGHT ARCHITECTS, THE MUNICIPALITY AND ANY OTHER AGENCY FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES RESULTING FROM PERFORMANCE OF THE CONTRACTOR'S WORK.
- ANY WORK TO BE PERFORMED WITHIN A PUBLIC RIGHT OF WAY SHALL BE COMPLETED IN ACCORDANCE WITH THAT PUBLIC ENTITIES' PERMIT REQUIREMENTS, STANDARDS AND SPECIFICATIONS. ANY REQUIRED SAFETY PRECAUTIONS, WARNING DEVICES, ADDITIONAL SIGNAGE, AND MAINTENANCE OF TRAFFIC REQUESTED DURING CONSTRUCTION AND SUPPLEMENTAL TO THE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR ASSIGNING AN ON-SITE RESPONSIBLE PARTY FOR RECORDING AND MAINTAINING ALL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIRED INSPECTIONS AND DOCUMENTATION. THE REPORT SHALL BE KEPT UP TO DATE ON-SITE AND AVAILABLE UPON REQUEST.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS/SUBMITTALS FOR REVIEW AND APPROVAL OF PROPOSED WORK BY THE OWNER AND OWNER'S ENGINEER WITH ADEQUATE TIME PROVIDED FOR THE REVIEW.
- CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, TRASH, SPILLS, OILS/FUELS, MISCELLANEOUS EQUIPMENT UN-SUITABLE MATERIAL AND PROPERLY DISPOSE OF IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. CONTRACTOR IS RESPONSIBLE FOR PERMITS REQUIRED FOR PREPARATION, HAULING AND DISPOSAL.
- ANY DAMAGE OR STRUCTURAL FAILURE TO EXISTING PAVEMENTS, CURBING, SIDEWALKS, LANDSCAPING, POLES, UTILITY STRUCTURES, AND ALIKE, INTENDED TO REMAIN, AS A RESULT OF HEAVY CONSTRUCTION EQUIPMENT AND OPERATIONS, SHALL BE REMOVED AND PROPERLY RESTORED IN KIND AT CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AS-BUILT'S OR PROVIDING ANY REQUIRED FIELDWORK AND PREPARING RECORD DRAWINGS FOR PROJECT CLOSEOUT. ANY COSTS INCURRED FOR REQUIRED CLEANING, FLUSHING, STREET SWEEPING, TELEVISION OR ON-SITE INSPECTIONS BY AGENCY STAFF SHALL BE PROVIDED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE PROVIDED TO THE OWNER AND OWNER'S ENGINEER FOR DOCUMENTATION.
- BEFORE INSTALLATION OF WET AND DRY UTILITIES, CONTRACTOR SHALL VERIFY ALL CROSSINGS AND INFORM THE ENGINEER OF ANY POTENTIAL CONFLICTS FOR REVIEW AND DIRECTION. ANY REWORK REQUIRED DUE TO THE CONTRACTOR NOTIFYING ENGINEER AFTER WORK STARTED WILL BE AT THE EXPENSE OF THE CONTRACTOR.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN QUALITY CONTROL THROUGHOUT THE DURATION OF THE PROJECT. FAILURE TO DO SO MAY RESULT IN REMOVAL AND REPLACEMENT OF DEFECTIVE WORK. IT IS RECOMMENDED THAT THE OWNER OR CONTRACTOR HAVE A QUALIFIED INSPECTOR ON THE JOB SITE AT ALL TIMES TO INSURE COMPLIANCE WITH THE PLANS AND SPECIFICATIONS.

SITE PLAN NOTES

- THE MUNICIPALITY AND ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) CURRENT EDITION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" SHALL GOVERN ALL SITE PLAN CONSTRUCTION ITEMS.
- CONTRACTOR SHALL FOLLOW GEOTECHNICAL REPORT RECOMMENDATIONS FOR ALL PAVEMENT THICKNESSES, SITE AND SUBGRADE PREPARATION, AND LIFT AND COMPACTION REQUIREMENTS. WHERE CONFLICTS ARISE WITH LOCAL OR STATE REQUIREMENTS, THE MORE STRINGENT REQUIREMENT TAKES PRECEDENCE UNLESS DIRECTED OTHERWISE BY THE CIVIL ENGINEER.
- REFER TO ARCHITECTURAL, STRUCTURAL AND MEP PLANS FOR ALL BUILDING ELEMENTS RELATED TO THE SITE PLAN INCLUDING BUILDING DIMENSIONS, DOOR LOCATIONS, STOOPS, BOLLARDS, ETC.
- DIMENSIONS ARE TO FACE OF CURB IN ALL PAVED AREAS, BACK OF CURB IN GRASS/LANDSCAPE AREAS AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- ALL PAVEMENT AND/OR CURB RADII TO BE THREE FOOT (3') UNLESS OTHERWISE NOTED.
- ALL CONCRETE SIDEWALK SHALL BE BROOM FINISHED PERPENDICULAR TO DIRECTION OF TRAVEL.
- ALL WORK WITHIN A PUBLIC RIGHT OF WAY SHALL BE IN ACCORDANCE WITH THE PUBLIC AUTHORITY STANDARDS AND SPECIFICATIONS.
- CONCRETE JOINTING AND ANY REQUIRED DOWELING FOR PAVEMENT, CURBING AND SIDEWALK SHALL BE AS SHOWN ON THE DETAILS IN THE PLANS, MUNICIPALITY REQUIREMENTS OR PER STATE DOT STANDARDS AND SPECIFICATIONS, WHICHEVER MORE STRINGENT.
- PAVEMENT QUALITY CONTROL TESTING AND INSPECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COPIES OF TEST RESULTS SHOULD BE PROVIDED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.
- PRIOR TO INSTALLATION OF CURB AND GUTTER AND BASE MATERIAL, FINE GRADED COMPACTED SUBGRADE SHALL EXTEND TWO FEET (2') BEYOND THE BACK OF CURB.
- ALL PAVEMENT MARKING AND SIGNAGE SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE STATE DEPARTMENT OF TRANSPORTATION (DOT) STANDARDS.
- ACCESSIBLE SPACES AND ROUTES SHALL BE GOVERNED AND CONSTRUCTED IN CONFORMANCE WITH THE CURRENT EDITION OF THE ILLINOIS ACCESSIBILITY CODE (IAC), ADA ACCESSIBILITY GUIDELINES (ADAAG), PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES (PROWAG) AND/OR IDOT STANDARDS.

DEMOLITION NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY NECESSARY DEMOLITION PERMITS.
- ALL ITEMS SCHEDULED FOR REMOVAL IN THE PLANS OR SPECIFICATIONS ARE TO BE REMOVED IN THEIR ENTIRETY ABOVE AND BELOW GROUND TO SUBGRADE, INCLUDING BUT NOT LIMITED TO, STRUCTURES COMPLETE TO FOUNDATIONS AND APPURTENANCES, PAVEMENTS, BASE AGGREGATES, TREES, LANDSCAPING, UTILITIES, MANHOLES, ETC. ANY REQUIRED BACKFILL SHALL MEET MATERIAL, LIFT AND COMPACTION SPECIFICATIONS PER THE GEOTECHNICAL REPORT. ANY RE-USE OR WORKING IN OF BASE AGGREGATES FOR PROPOSED WORK MUST MEET APPROPRIATE SPECIFICATIONS FOR MATERIAL GRADATION, CONSISTENCY AND MUST BE APPROVED FOR RE-USE BY THE OWNER, CIVIL ENGINEER AND GEOTECHNICAL ENGINEER.
- LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND INFORMATIONAL IN NATURE. DATA IS GATHERED FROM SEVERAL DIFFERENT SOURCES OVER EXTENDED PERIODS OF TIME TO OBTAIN THE BEST INFORMATION POSSIBLE. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THESE LOCATIONS. THE CONTRACTOR SHALL COORDINATE ALL UNDERGROUND UTILITY LOCATIONS, SIZES AND DEPTHS ON-SITE WITH UTILITY COMPANIES PRIOR TO DEMOLITION ACTIVITIES.
- CONTRACTOR SHALL COORDINATE ANY REMOVAL, RELOCATION OR DISCONNECTION OF UTILITY SERVICES WITH RESPECTIVE UTILITY COMPANY PRIOR TO ANY DEMOLITION. CONTRACTOR VERIFY IF LINES ARE ACTIVE OR ENERGIZED PRIOR TO EXCAVATION.
- CONTRACTOR SHALL USE CARE WHEN WORKING AROUND ANY EXISTING UTILITIES TO REMAIN, ESPECIALLY HIGH PRESSURE GAS MAINS, FIBER OPTIC, OLDER LARGE DIAMETER WATER MAINS, AND ELECTRICAL TRANSMISSION/PRIMARY SERVICES TO NOT DAMAGE OR INTERRUPT EXISTING SERVICES. CONTRACTOR SHALL EXPOSE SENSITIVE LINES USING NON-DESTRUCTIVE METHODS, AND HAVE THE UTILITY COMPANY AND QUALIFIED PERSONNEL ASSIST IN THE PROTECTION OF THEIR LINES.
- ALL DEMOLITION WASTE AND CONSTRUCTION DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND IS TO BE REMOVED AND DISPOSED OF OFF-SITE PROPERLY IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. ANY MATERIAL PROCESSING, HAULING AND DUMPING IS CONTRACTOR'S RESPONSIBILITY AND EXPENSE.
- ALL TREE PROTECTION SHALL BE INSTALLED AT THE DRIPLINE OF THE TREE CANOPY TO PRESERVE THE EXISTING ROOT SYSTEMS.
- CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES AS NECESSARY TO KEEP ALL SEDIMENT ASSOCIATED WITH DEMOLITION AND EARTHMOVING ACTIVITIES ON-SITE. CONTRACTOR SHALL EMPLOY WATER SPRINKLING, SPRAYING OFF TIRES AND STREET SWEEPING TO REDUCE SEDIMENT TRACKING AND DUST CONTROL AS NEEDED FOR LARGE PROJECTS, DRY SEASONS, AND AT CONSTRUCTION ENTRANCES/EXITS. EROSION CONTROL MEASURES SHALL BE INSPECTED AND REPLACED WHEN NEEDED.
- DEWATERING SHOULD BE ANTICIPATED, INCLUDED IN THE CONTRACTORS BID, AND PERFORMED IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
- NO DISRUPTION OF EXISTING UTILITY SERVICES TO EXISTING BUSINESSES IS ALLOWED WITHOUT EXPRESS PERMISSION FROM THE BUSINESS OWNERS AND UTILITY COMPANIES.
- ALL PAVEMENT SAWCUTS SHALL BE FULL DEPTH, NEAT AND TRUE TO LINE.
- SAWCUTS OF EXISTING CURBS AND SIDEWALKS SHALL BE AT THE NEAREST JOINT BEYOND REMOVAL LIMITS.
- CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE IN DEMOLITION AREAS.
- ANY DISCREPANCIES OR CONFLICTS WHICH ARISE SHALL BE COMMUNICATED TO THE ATTENTION OF THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION.

GRADING/EARTHWORK NOTES

- REFER TO THE GEOTECHNICAL REPORT PROVIDED IN THE CONTRACT DOCUMENTS AND ADHERE TO ALL RECOMMENDATIONS SPECIFIED THEREIN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE SITE, AND THE CONDITIONS OF THE SITE PRIOR TO FINAL BIDDING.
- RIM ELEVATIONS AND GRADES SHOWN AT CURB INLETS INDICATE FLOW LINE ELEVATIONS, IE, ELEVATIONS AT THE LOWEST DRAWDOWN POINT ON THE GRATE.
- CONTRACTOR SHALL MAINTAIN PROPER DRAINAGE AND EROSION CONTROL DURING CONSTRUCTION TO MINIMIZE STANDING WATER AND ENSURE SEDIMENT DOES NOT LEAVE THE SITE.
- ALL GRADE ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS.
- PRIOR TO MASS GRADING, GROUND SHALL BE CLEARED AND GRUBBED, TOPSOIL STRIPPED AND STOCKPILED AND ANY UNSUITABLE SOIL/MATERIAL TESTED AND DISPOSED OF AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.
- ANY DISTURBED AREAS SHALL BE STABILIZED AND SEEDED WITHIN 7 DAYS.
- THE CONTRACTOR IS RESPONSIBLE FOR BALANCING THE SITE. ANY DISCREPANCIES FOUND IN THE PLANS SHALL BE COMMUNICATED WITH THE OWNER OR ENGINEER PRIOR TO EARTHMOVING ACTIVITIES. IF THE IMPORT OF CLEAN ENGINEERED FILL OR THE EXPORT OF EXCESS SOIL MATERIAL IS KNOWN AND REQUIRED, THE CONTRACTOR SHALL PROVIDE FOR IT IN FINAL BIDDING. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR IMPORT/EXPORT OF SOIL DURING CONSTRUCTION OR AFTER BIDDING.
- ANY SOFT OR UNSUITABLE SOILS ENCOUNTERED IN STRUCTURAL SOIL AREAS SHALL BE REMOVED AND REPLACED WITH APPROPRIATE STRUCTURAL FILL IN ACCORDANCE WITH THE GEOTECHNICAL MATERIAL RECOMMENDATIONS.
- EARTHWORK ACTIVITIES DURING RAINY SEASONS SHALL BE ACCOUNTED FOR IN THE CONTRACTOR'S FINAL BIDDING. THIS INCLUDES "MEANS AND METHODS" RELATED TO SUBGRADE PREPARATION, IE, SUBGRADE CHEMICAL MODIFICATIONS AS OPPOSED TO SCARIFYING, DISCING AND AERATING TO DRY SOFT SOILS DUE TO EXCESS MOISTURE CONTENT AND AGGRESSIVE PROJECT SCHEDULING.
- ANY IMPORTED FILL MATERIAL SHALL BE CLEAN ENGINEERED FILL.
- TOPSOIL TO BE RE-SPREAD IN NON-STRUCTURAL AREAS, IE, GRASS AND LANDSCAPE AREAS, SHALL BE FREE OF CLAY AND SPREAD TO A MINIMUM DEPTH OF 6". REFER TO LANDSCAPE PLAN FOR FINAL STABILIZATION MEASURES.
- THROUGHOUT CONSTRUCTION, EROSION CONTROL SHALL BE MAINTAINED BY THE CONTRACTOR AT ALL TIMES IN CONFORMANCE WITH THE EROSION CONTROL MEASURES PROVIDED IN THE PLANS AND THE ILLINOIS URBAN MANUAL (IUM)
- DEWATERING SHOULD BE ANTICIPATED, INCLUDED IN THE CONTRACTORS BID, AND PERFORMED IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
- CONTRACTOR IS RESPONSIBLE FOR CONTRACTING A THIRD-PARTY INDEPENDENT TESTING AGENCY FOR QUALITY CONTROL AND QUALITY ASSURANCE. THE GEOTECHNICAL ENGINEER AND TESTING AGENCY SHALL WORK IN CONCERT TO INSURE GOVERNING MATERIAL SPECIFICATIONS ARE MET.
- SIDEWALK AND PAVEMENT SLOPES IN ACCESSIBLE PARKING SPACES AND ROUTES SHALL CONFORM TO THE CURRENT EDITION OF THE ILLINOIS ACCESSIBILITY CODE (IAC), ADA ACCESSIBILITY GUIDELINES (ADAAG), PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES (PROWAG) AND/OR IDOT STANDARDS.
- ADEQUATE SOIL COVER OVER THE TOP OF EXISTING AND PROPOSED UTILITIES SHALL BE PROVIDED BY THE CONTRACTOR AT ALL TIMES DURING CONSTRUCTION OPERATIONS TO INSURE STRUCTURAL INTEGRITY OF UTILITIES IS NOT COMPROMISED.
- REFER TO SOIL EROSION AND SEDIMENT CONTROL PLAN SHEETS IN THIS SET FOR TEMPORARY EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP) MEASURES, DETAILS WITH INSTALLATION AND MAINTENANCE PROCEDURES, CONSTRUCTION SEQUENCE AND ALL EROSION CONTROL NOTES.

EROSION CONTROL NOTES

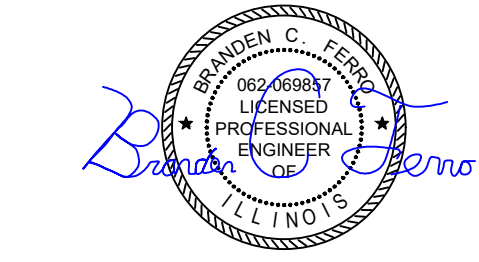
- REFER TO SOIL EROSION AND SEDIMENT CONTROL PLAN SHEETS IN THIS SET FOR TEMPORARY EROSION CONTROL MEASURES, BEST MANAGEMENT PRACTICES (BMP'S), DETAILS WITH INSTALLATION AND MAINTENANCE PROCEDURES, CONSTRUCTION SEQUENCE AND ALL EROSION CONTROL NOTES.

UTILITY NOTES

- ALL CONSTRUCTION OF UTILITY WORK SHALL BE GOVERNED BY THE CITY OF CRYSTAL LAKE PUBLIC WORKS AND ENGINEERING STANDARDS AND SPECIFICATIONS, CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" AND ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
- CONTRACTOR SHALL REFER TO ALL OTHER GENERAL NOTES RELATED TO UTILITY WORK AND INCORPORATE HEREIN. CONTRACTOR REFER TO PLANS AND DETAIL SHEETS FOR ADDITIONAL UTILITY SPECIFICATIONS.
- CONTRACTOR SHALL REFER TO THE MEP PLANS FOR UTILITY SERVICE LOCATIONS TO AREAS FIVE FEET (5') OUTSIDE THE BUILDING AND IN. COORDINATE WITH THE UTILITY PLANS IN THIS SET. ANY DISCREPANCIES SHALL BE PRESENTED TO THE ENGINEER FOR COORDINATION PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL INSTALL ALL UTILITIES PRIOR TO PAVING.
- ALL EXISTING AND PROPOSED UTILITY SURFACE FEATURES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE ADJUSTED TO FINISHED GRADE, INCLUDING BUT NOT LIMITED TO CASTINGS, VALVE COVERS, HYDRANTS, PEDESTALS, UTILITY PADS, ETC.
- PIPE LENGTHS SHOWN ON THE UTILITY PLANS ARE FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
- CONTRACTOR SHALL MAINTAIN PROPER SEPARATION FROM WATER MAIN TO ALL OTHER SEWERS:
 - TEN FEET (10') MINIMUM HORIZONTAL SEPARATION FROM OUTSIDE OF WATER MAIN TO OUTSIDE OF SEWER
 - EIGHTEEN INCHES (18") MINIMUM VERTICAL SEPARATION FROM OUTSIDE OF WATER MAIN TO OUTSIDE OF SEWER. "
 - WHERE VERTICAL SEPARATION NOT POSSIBLE, SEWER SHALL BE CONSTRUCTED WITH WATER MAIN QUALITY RATED PIPE AT AND EXTENDING TEN FEET (10') ON BOTH SIDES OF CROSSING.
- ALL UTILITIES UNDER AND WITHIN TWO FEET (2') OF PAVED AREAS OR CURB SHALL RECEIVE GRANULAR BACKFILL.
- STORM SEWER NOTES:
 - RIM ELEVATIONS ON STORM STRUCTURES INDICATE TOP OF CLOSED LID, OR WHERE THE STORMWATER FLOW ENTERS A CURB GRATE OR OPEN CASTING.
 - ANY FIELD TILES ENCOUNTERED DRAINING OFF-SITE AREAS SHALL BE PICKED UP AND TIED INTO THE NEAREST STORM STRUCTURE.
 - ALL INLETS IN SAC CONDITIONS SHALL HAVE FOUR INCH (4") DIAMETER PERFORATED UNDERDRAINS A MINIMUM OF TWENTY FEET (20') LONG. SEE UTILITY PLAN AND DETAIL.
 - STORM SEWER SYSTEM SHALL BE THOROUGHLY CLEANED PRIOR TO FINAL INSPECTION.
 - ALL MANHOLES, INLETS, FRAMES, GRATES, CONNECTIONS, ROOF DRAINS, ETC., SHALL BE CONSTRUCTED ACCORDING TO THE ORDINANCES AND STANDARDS OF THE AUTHORITY HAVING JURISDICTION.
- SANITARY SEWER NOTES:
 - INSPECTION AND TESTING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE A PART OF THE CONTRACT. ANY REWORK AS A RESULT OF FAILED INSPECTION / TESTING WILL BE AT CONTRACTOR'S EXPENSE.
 - CONNECTIONS TO PUBLIC SEWERS SHALL NOT BE COMPLETED UNTIL AUTHORIZED BY THE UTILITY HAVING JURISDICTION.
 - INVERTS GREATER THAN TWENTY-FOUR INCHES (24") BETWEEN INCOMING AND OUTGOING SEWER IN A MANHOLE SHALL REQUIRE A DROP MANHOLE.
 - ALL SANITARY CONNECTIONS TO AN EXISTING MANHOLE SHALL BE MADE WITH A FLEXIBLE BOOT CONNECTOR.
- WATER MAIN NOTES:
 - INSPECTION, TESTING, FLUSHING AND CHLORINATION ARE THE RESPONSIBILITY OF THE CONTRACTOR AND ARE PART OF THE CONTRACT. ANY REWORK AS A RESULT OF FAILED INSPECTION / TESTING WILL BE AT CONTRACTOR'S EXPENSE.
 - MINIMUM COVER FOR WATER MAINS IS SIXTY INCHES (60") MINIMUM.
 - FIRE SERVICE REQUIREMENTS AND FIRE HYDRANT LOCATIONS SHALL BE PER LOCAL FIRE DEPARTMENT AND CONFIRMED PRIOR TO INSTALLATION.
 - WATER MAIN AND DOMESTIC WATER SERVICE SHALL BE COORDINATED WITH THE AUTHORITY HAVING JURISDICTION AND CONFIRMED PRIOR TO INSTALLATION.



Sheet



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Sheet

GENERAL NOTES

Issued for

2024.02.02 VILLAGE/ IDOT SUBMITTAL

2024.03.29 VILLAGE/ IDOT RESUBMITTAL

2024.04.19 VILLAGE RESUBMITTAL

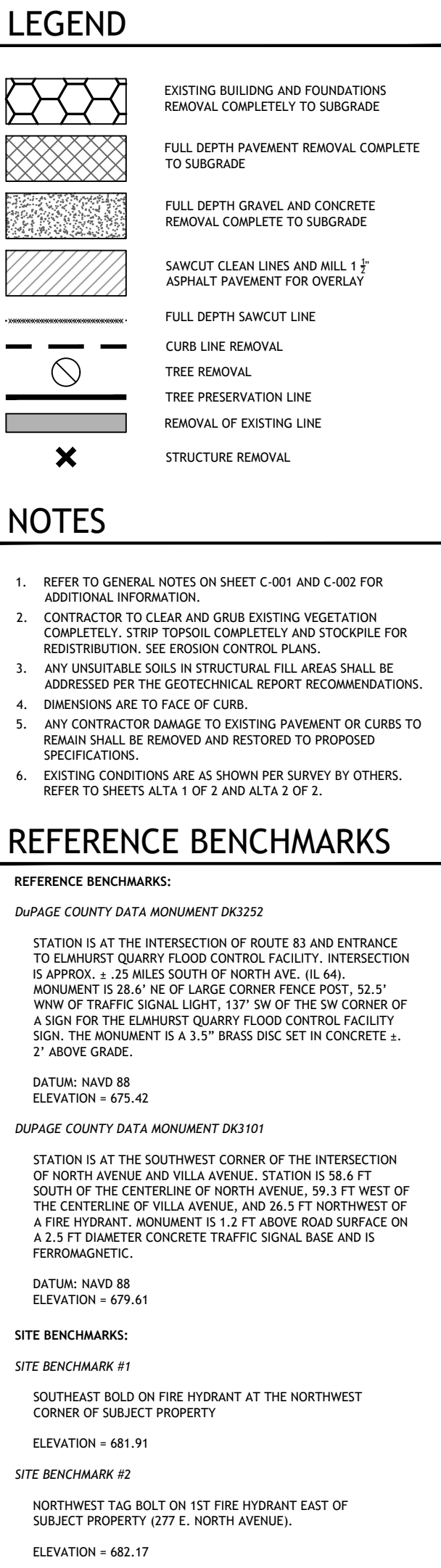
2024.04.29 VILLAGE/ IDOT RESUBMITTAL

Project Number

23-410

Sheet Number

C-001



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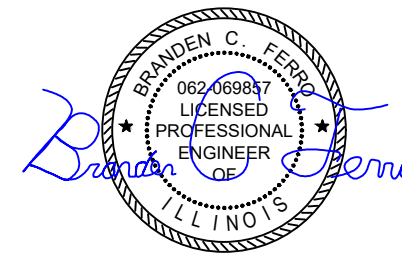
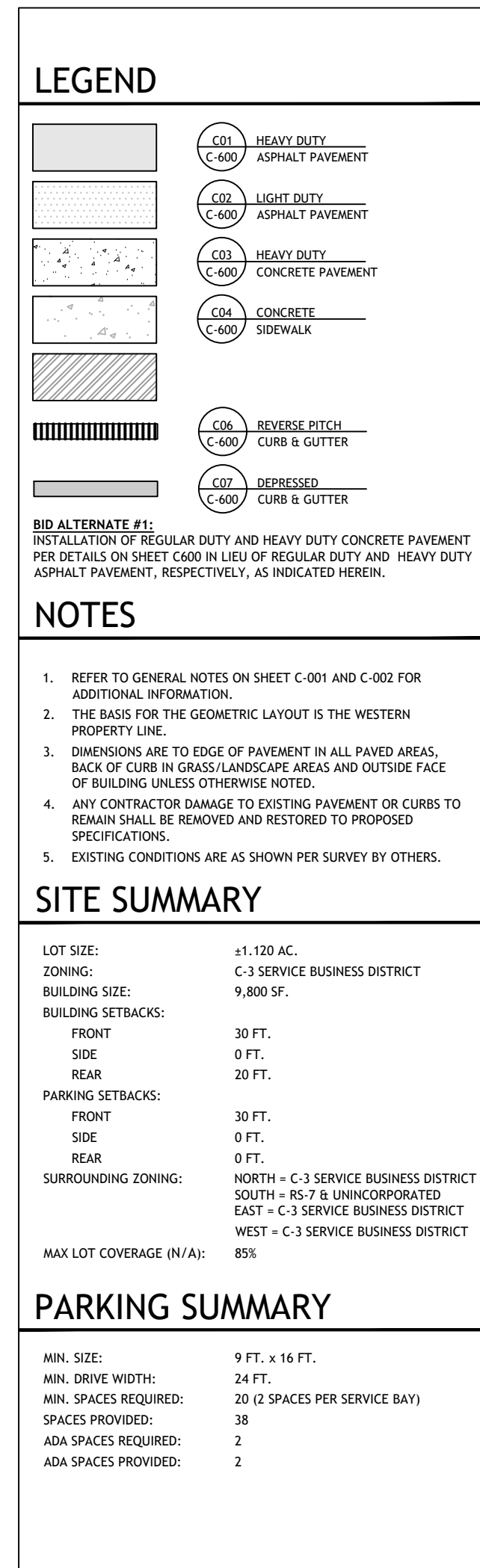
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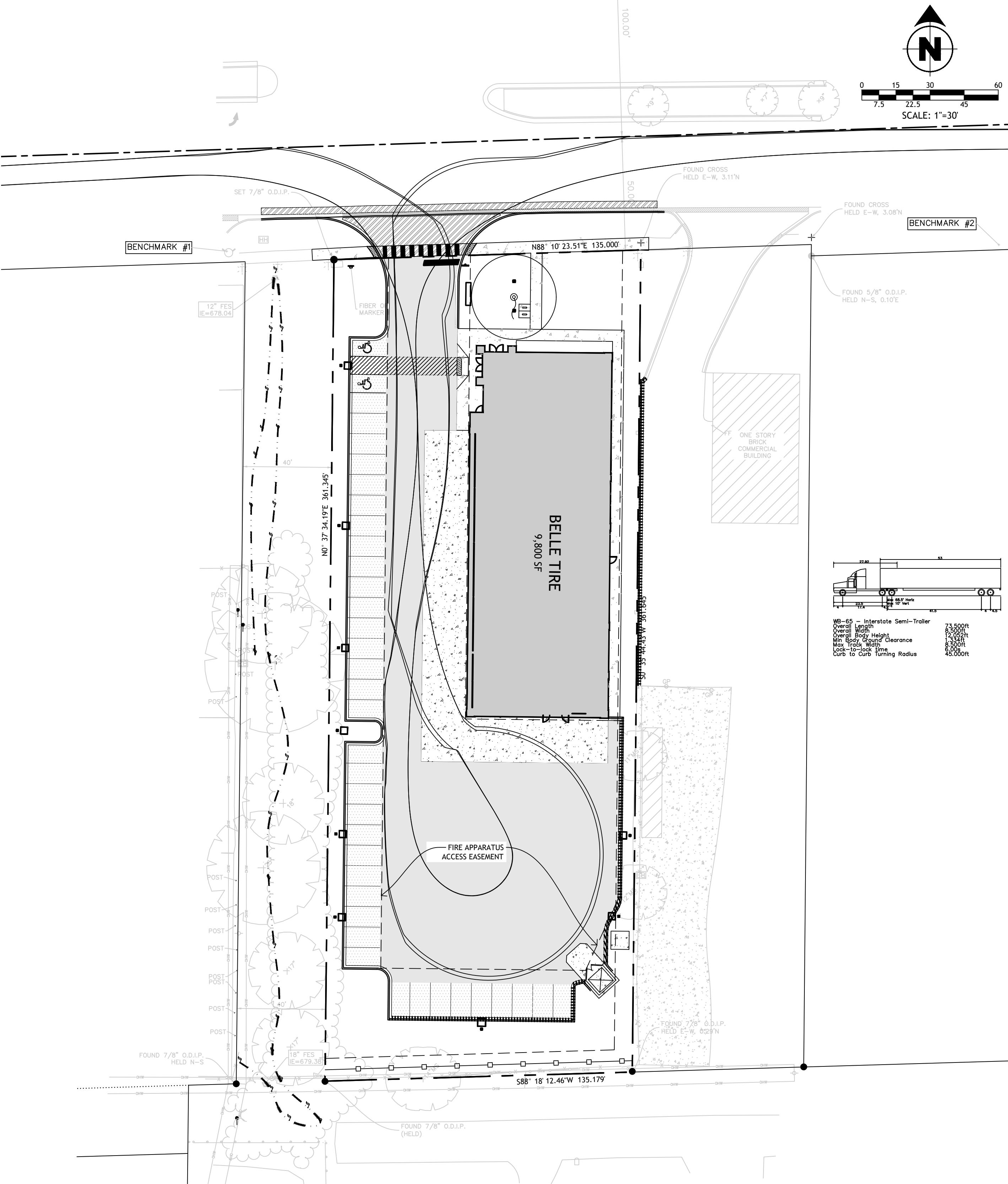
SITE PLAN

Issued for
2024.02.02 VILLAGE/ IDOT SUBMITTAL
2024.03.29 VILLAGE/ IDOT RESUBMITTAL
2024.04.19 VILLAGE RESUBMITTAL
2024.04.29 VILLAGE/ IDOT RESUBMITTAL

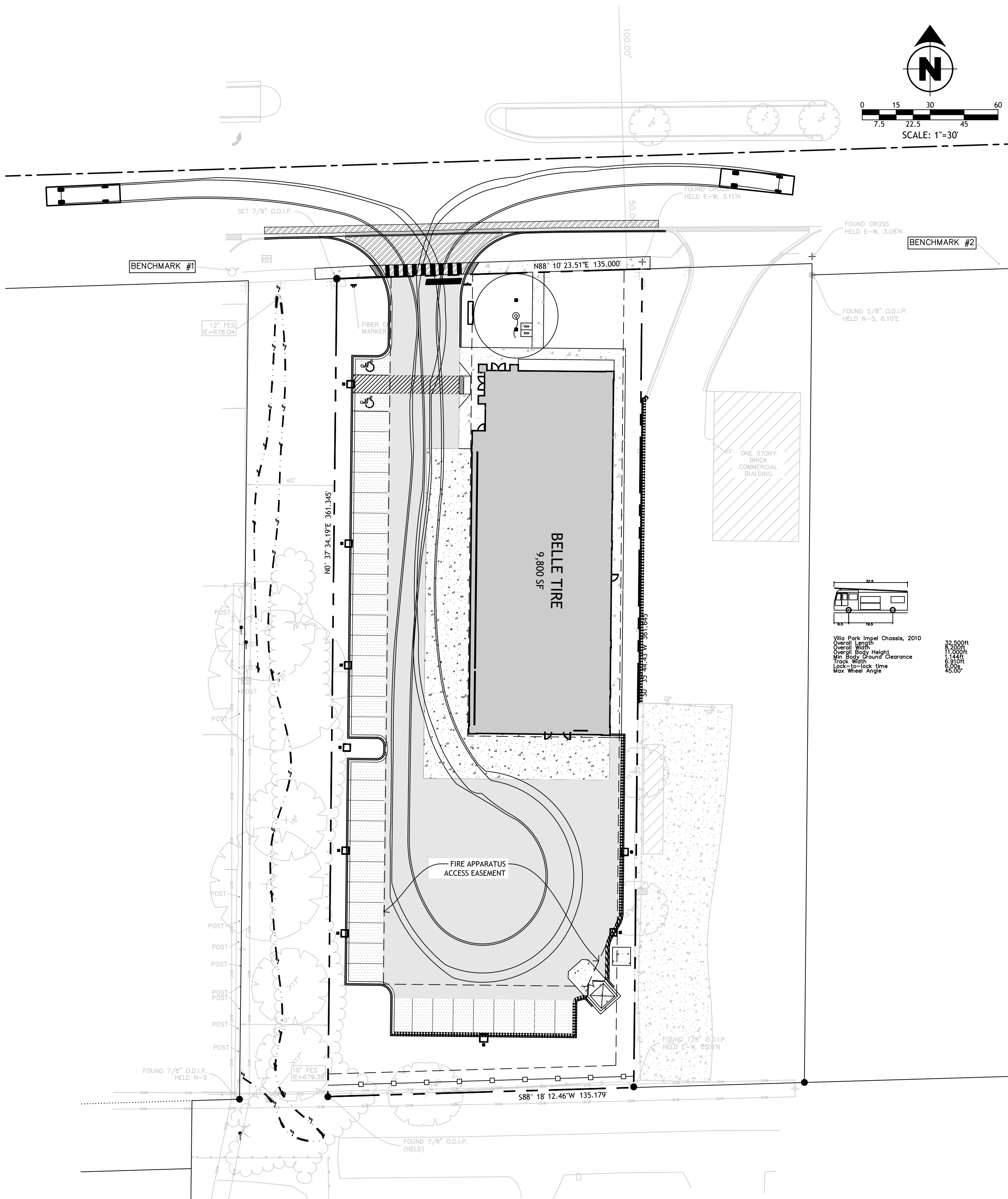
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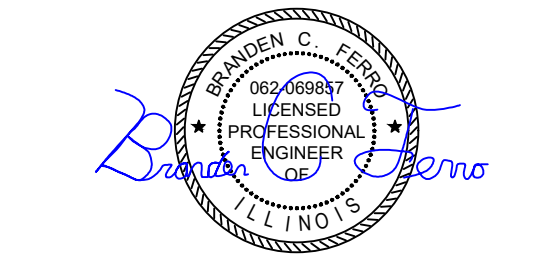
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SEMI-TRUCK (WB-65) TURNING MOVEMENT



VILLA PARK FIRE TRUCK TURNING MOVEMENT



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Sheet

AUTOTURN ANALYSIS

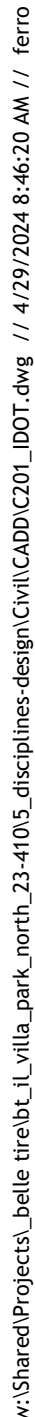
Issued for:
2024.02.02 VILLAGE/ IDOT SUBMITTAL
2024.03.29 VILLAGE/ IDOT RESUBMITTAL
2024.04.19 VILLAGE RESUBMITTAL
2024.04.29 VILLAGE/ IDOT RESUBMITTAL

Project Number

23-410

Sheet Number

C-200-AT



- # NOTES
-
1. REFER TO CURBS NOTED ON SHEET C-001 AND C-002 FOR ADDITIONAL INFORMATION.
 2. THE BASIS FOR THE GEOMETRIC LAYOUT IS THE WESTERN PROPERTY LINE.
 3. DIMENSIONS ARE TO EDGE OF PAVEMENT IN ALL PAVED AREAS, BACK OF CURB IN GRASS/LANDSCAPE AREAS AND OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 4. ANY CONTRACTOR DAMAGE TO EXISTING PAVEMENT OR CURBS TO REMAIN SHALL BE REMOVED AND RESTORED TO PROPOSED SPECIFICATIONS.
 5. EXISTING CONDITIONS ARE AS SHOWN PER SURVEY BY OTHERS.

REFERENCE BENCHMARKS:

DUPAGE COUNTY DATA MONUMENT DK3252

STATION IS AT THE INTERSECTION OF ROUTE 83 AND ENTRANCE TO ELMHURST QUARRY FLOOD CONTROL FACILITY. INTERSECTION IS APPROX. ± .25 MILES SOUTH OF NORTH AVE. (IL 641).

MONUMENT IS 28.6' NE OF LARGE CORNER FENCE POST, 52.5' W OF TRAFFIC SIGNAL LIGHT, 137' SW OF THE SW CORNER OF A SIGN FOR THE ELMHURST QUARRY FLOOD CONTROL FACILITY. THE MONUMENT IS A 3.5" BRASS DISC SET IN CONCRETE ± 2" ABOVE GRADE.

DATUM: NAVD 88
ELEVATION: - 675.42

SITE BENCHMARKS:

SITE BENCHMARK #1

SOUTHEAST BOLT ON FIRE HYDRANT AT THE NORTHWEST CORNER OF SUBJECT PROPERTY

ELEVATION = 681.91

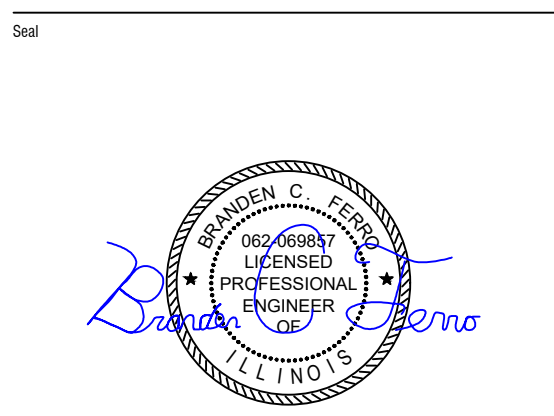
SITE BENCHMARK #2

NORTHWEST TAG BOLT ON 1ST FIRE HYDRANT EAST OF SUBJECT PROPERTY (277 E. NORTH AVENUE).

ELEVATION = 682.17

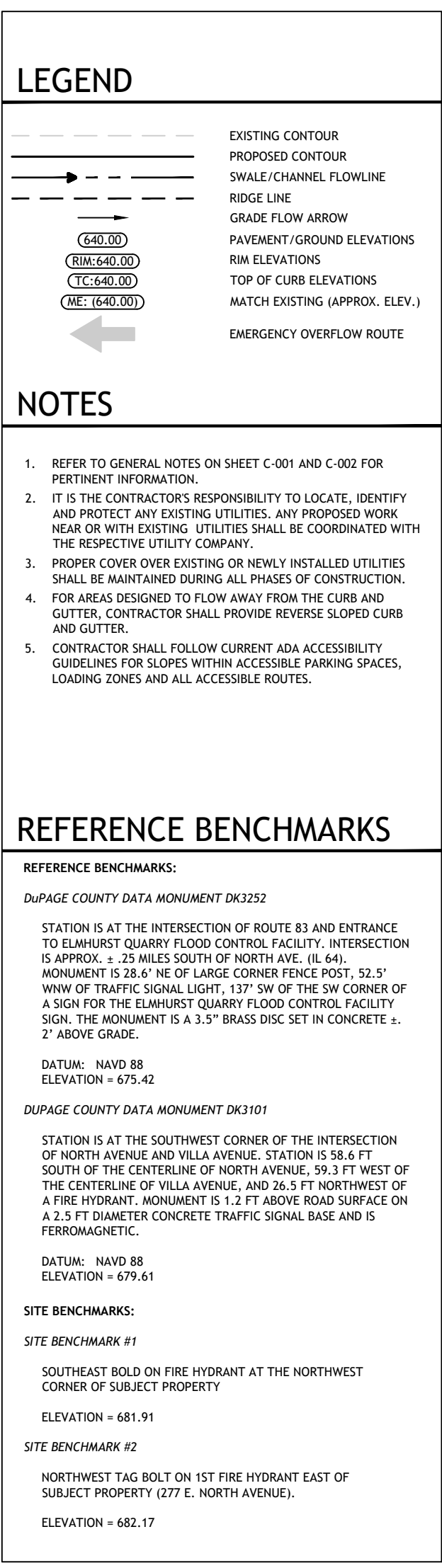
1. AN IDOT PRE-QUALIFIED SOILS CONSULTANT SHALL TEST SUB-BASE AND SUB-GRADE FOR SUITABILITY PRIOR TO PCC INSTALLATION.
2. AN IDOT PRE-QUALIFIED PHASE III ENGINEER SHALL BE HIRED BY THE APPLICANT OF THIS PERMIT TO INSPECT WORK PERFORMED IN THE STATE'S RIGHT OF WAY.
3. THE APPLICANT OR CONTRACTOR OF THIS PERMIT SHALL REGISTER ON ACTS AT <https://www.idotacts.com/permits/home.jsp> TO RECEIVE LANE CLOSURE APPROVAL.





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Villa Park, IL 60181

GRADING PLAN

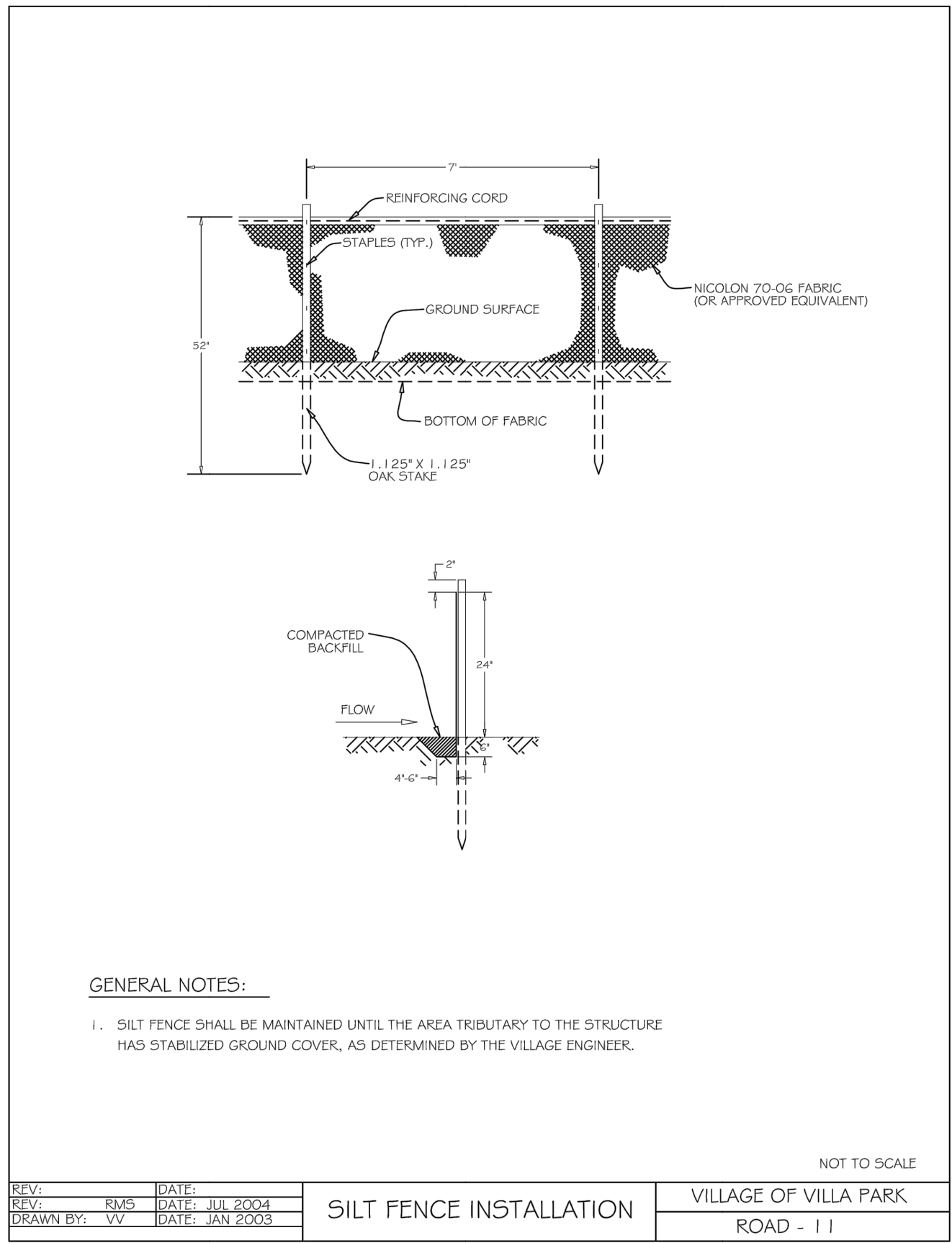
Issued for
2024.02.02 VILLAGE/ IDOT SUBMITTAL
2024.03.29 VILLAGE/ IDOT RESUBMITTAL
2024.04.19 VILLAGE RESUBMITTAL
2024.04.29 VILLAGE/ IDOT RESUBMITTAL

Project Number
23-410
 Sheet Number

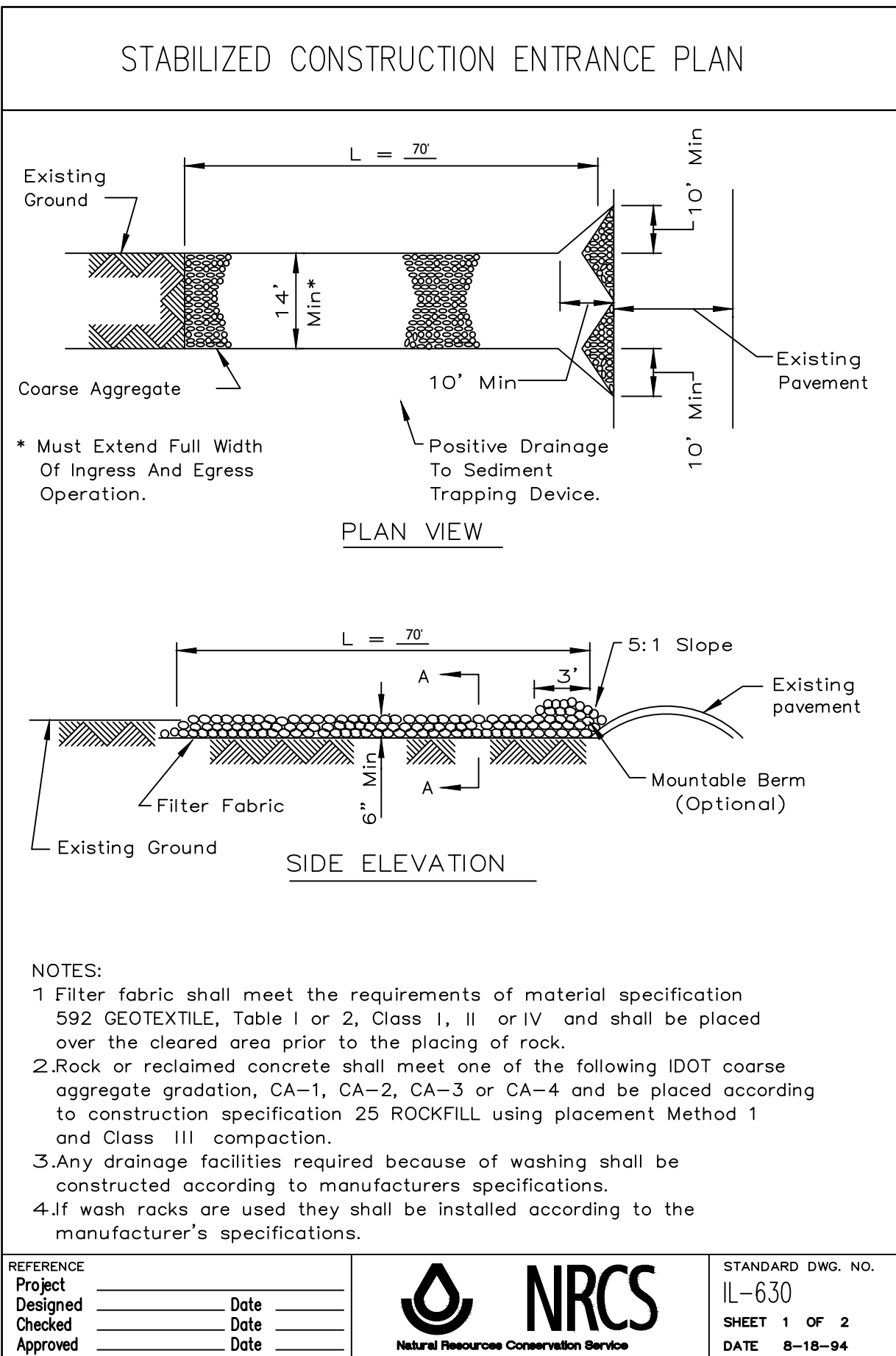
C-300 Page 73

w:\Shared\Projects\Belle Tire\B_L_villa_park_north-23-4105_disciplines-design\Civil\CADD\302_EROSION DETAILS.dwg // 4/24/2024 5:10:21 PM // ferro

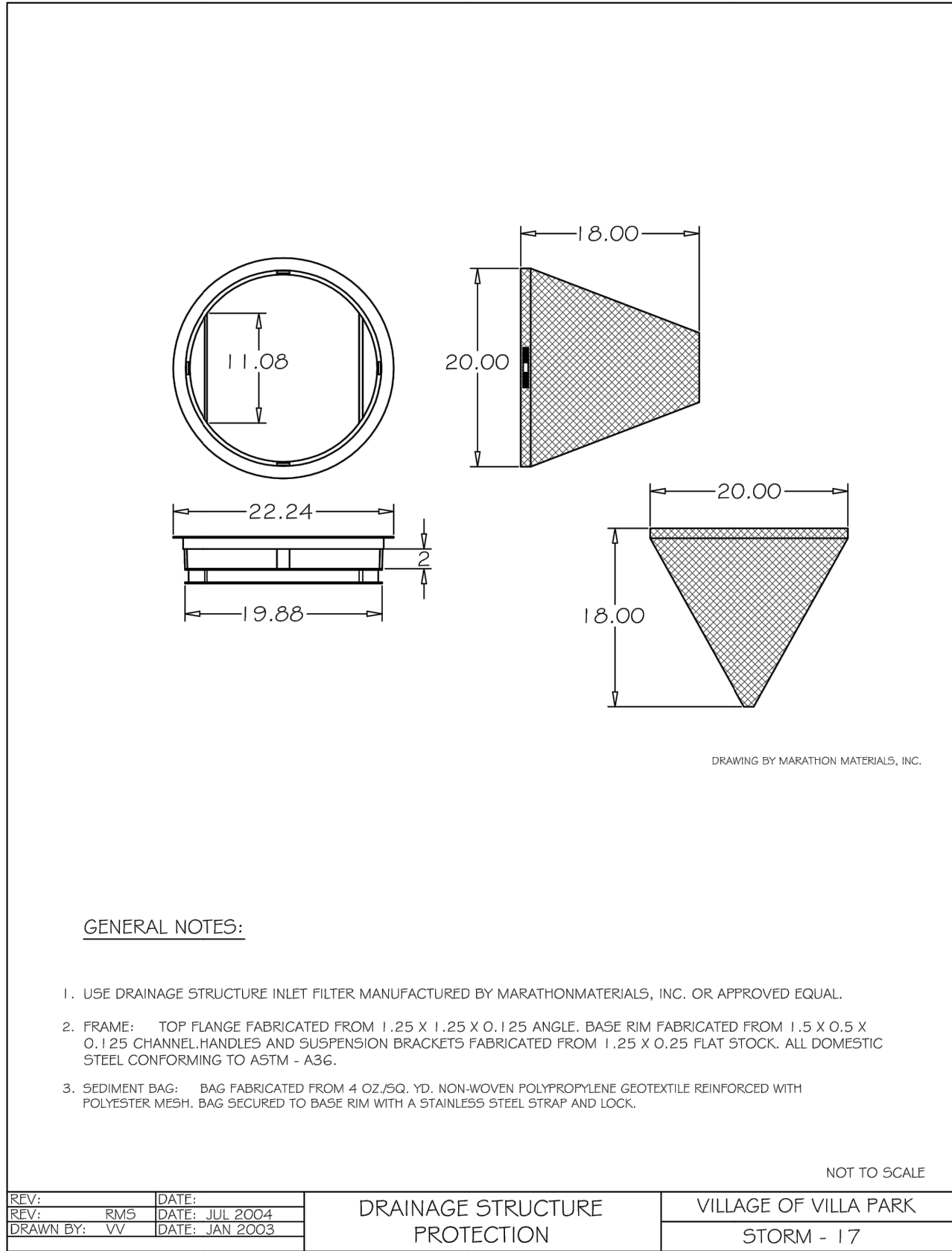
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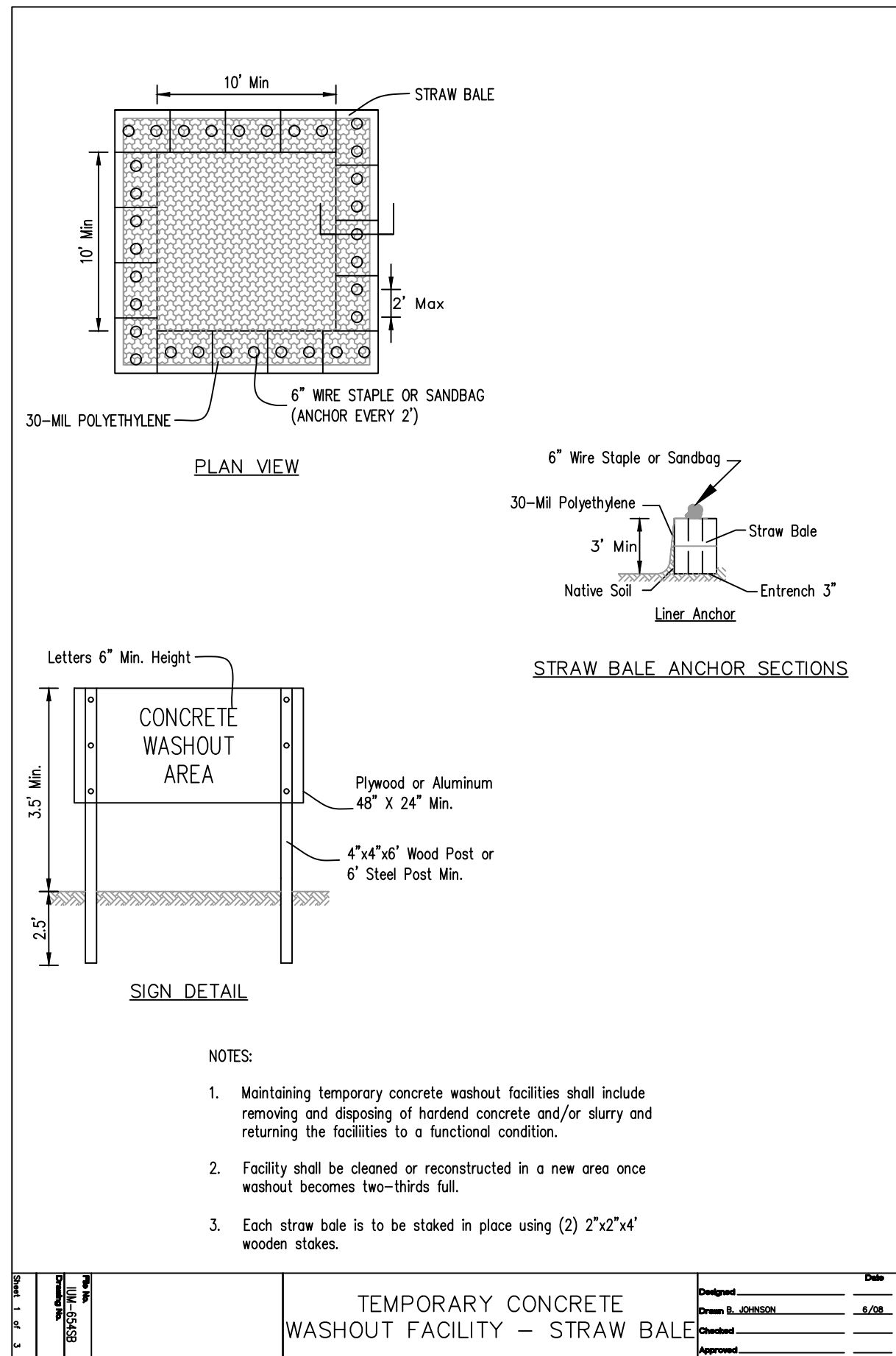
ES1 SILT FENCE
N.T.S.



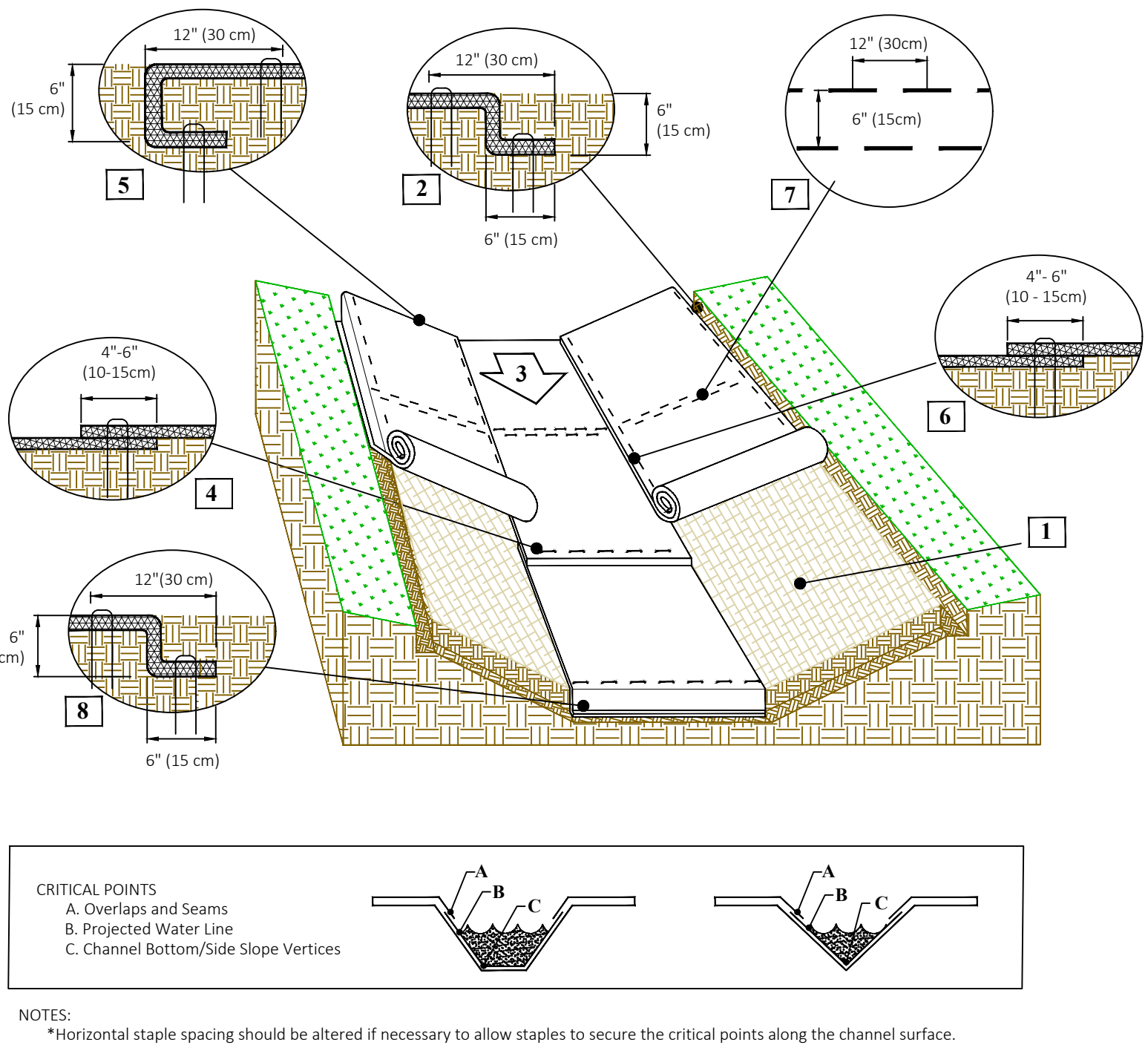
ES2 CONSTRUCTION ENTRANCE
N.T.S.



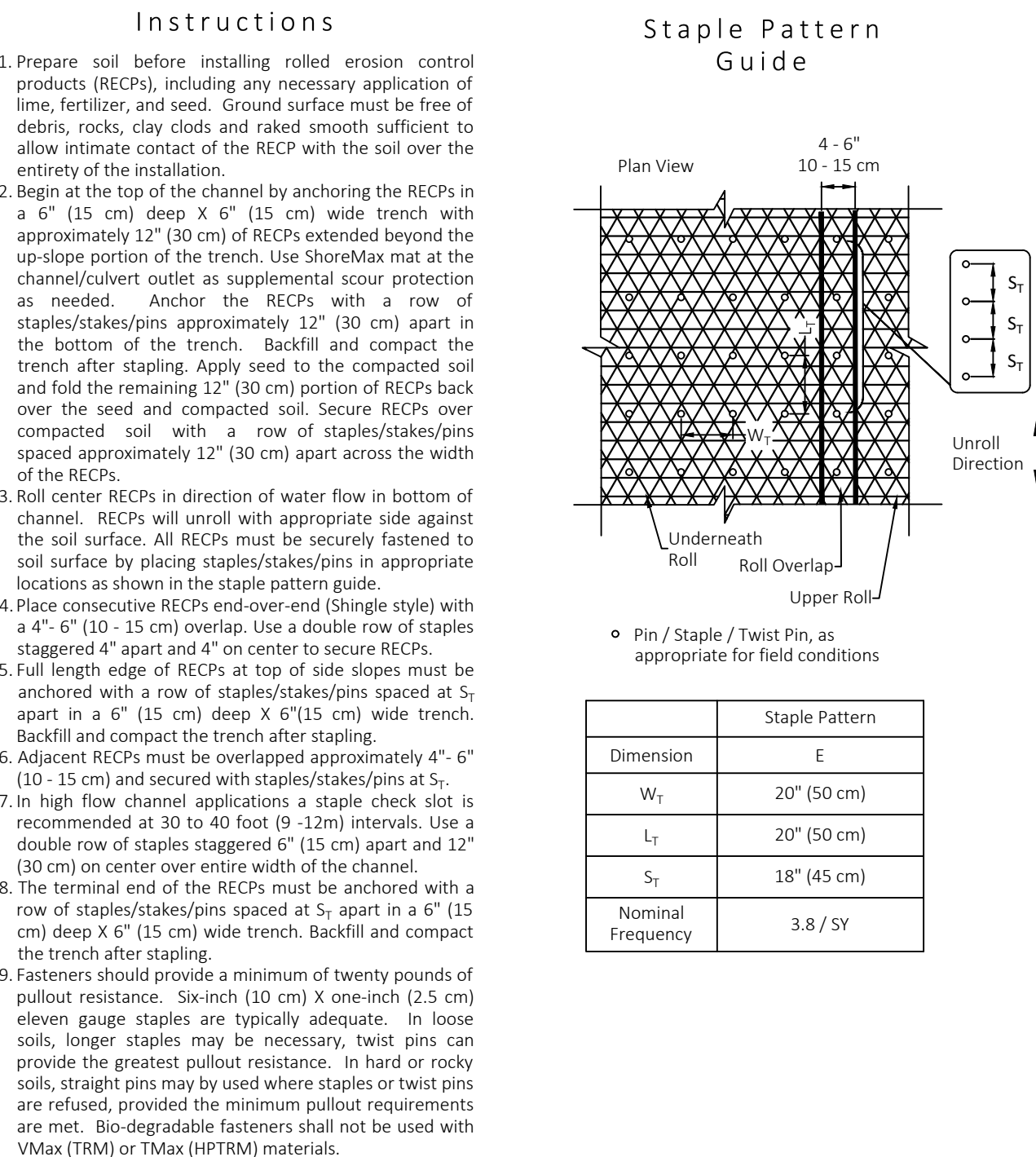
ES3 INLET PROTECTION
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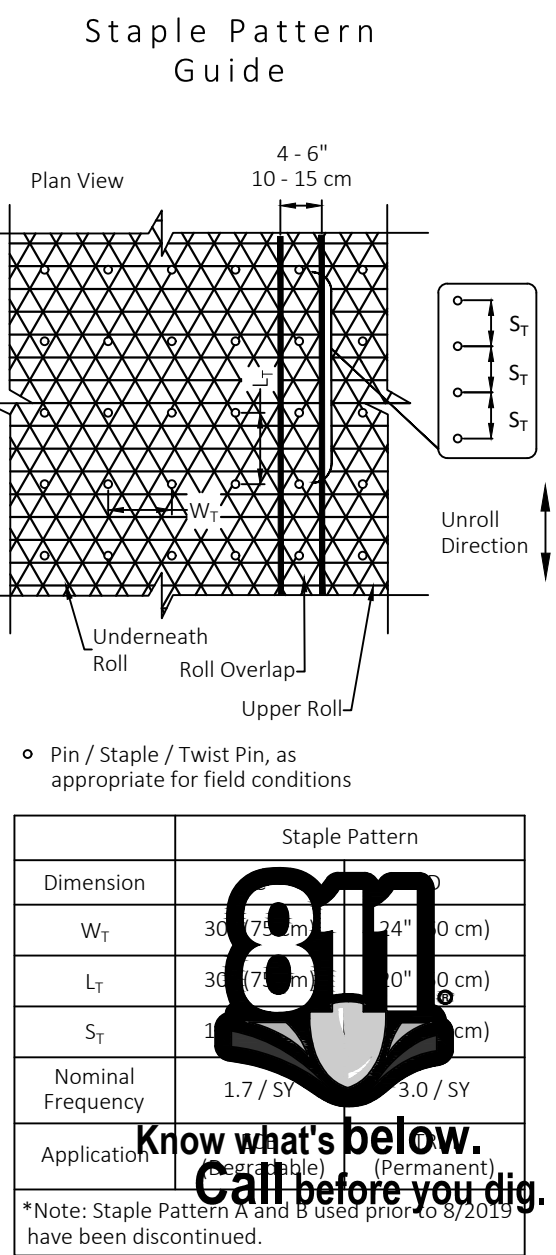
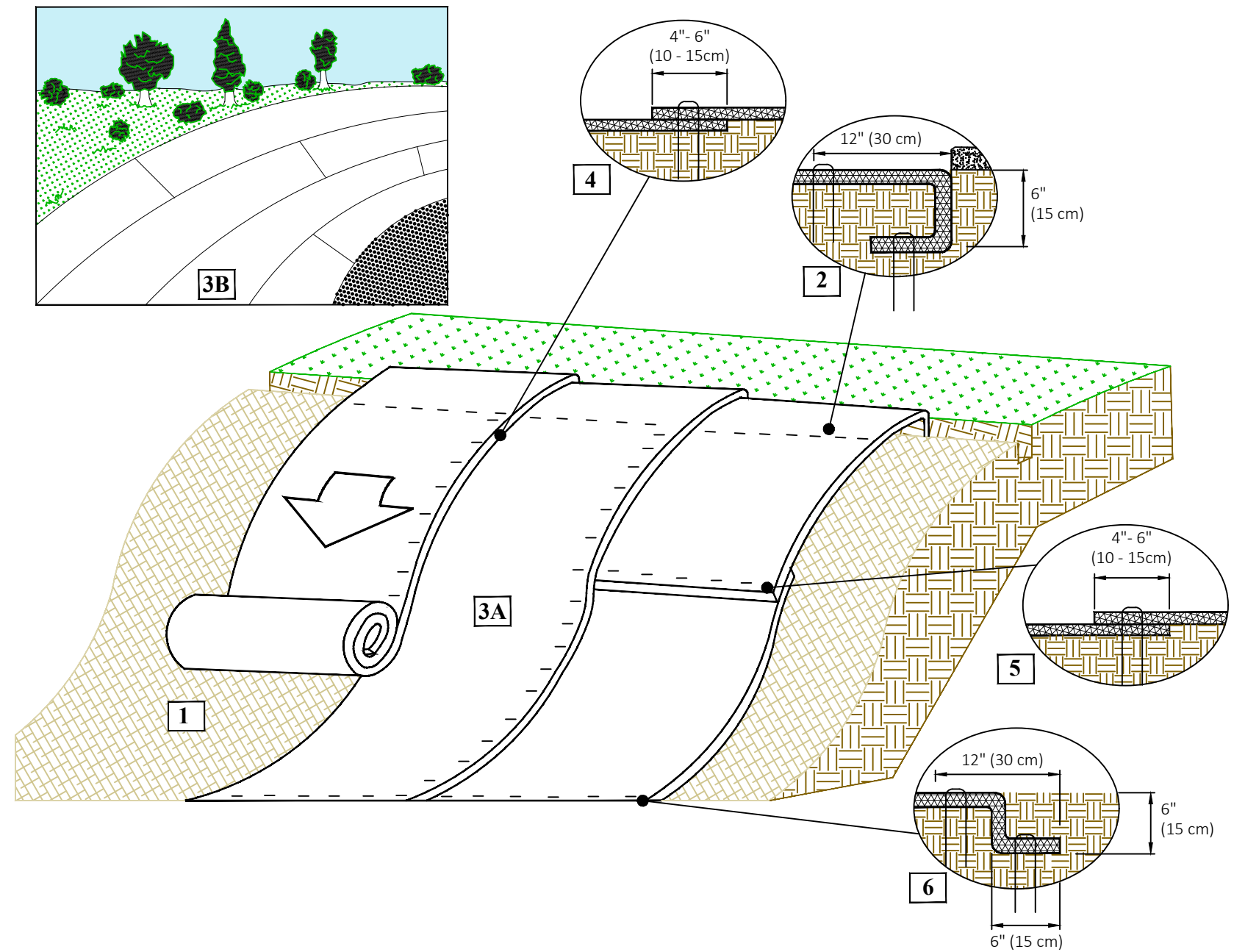
ES4 CONCRETE WASHOUT
N.T.S.



ES5 EROSION CONTROL BLANKET - CHANNEL INSTALLATION
N.T.S.



ES6 EROSION CONTROL BLANKET - SLOPE INSTALLATION
N.T.S.



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EROSION & SEDIMENT CONTROL DETAILS

Issued for
2024.02.02 VILLAGE / IDOT SUBMITTAL
2024.03.29 VILLAGE / IDOT RESUBMITTAL
2024.04.19 VILLAGE RESUBMITTAL
2024.04.29 VILLAGE / IDOT RESUBMITTAL

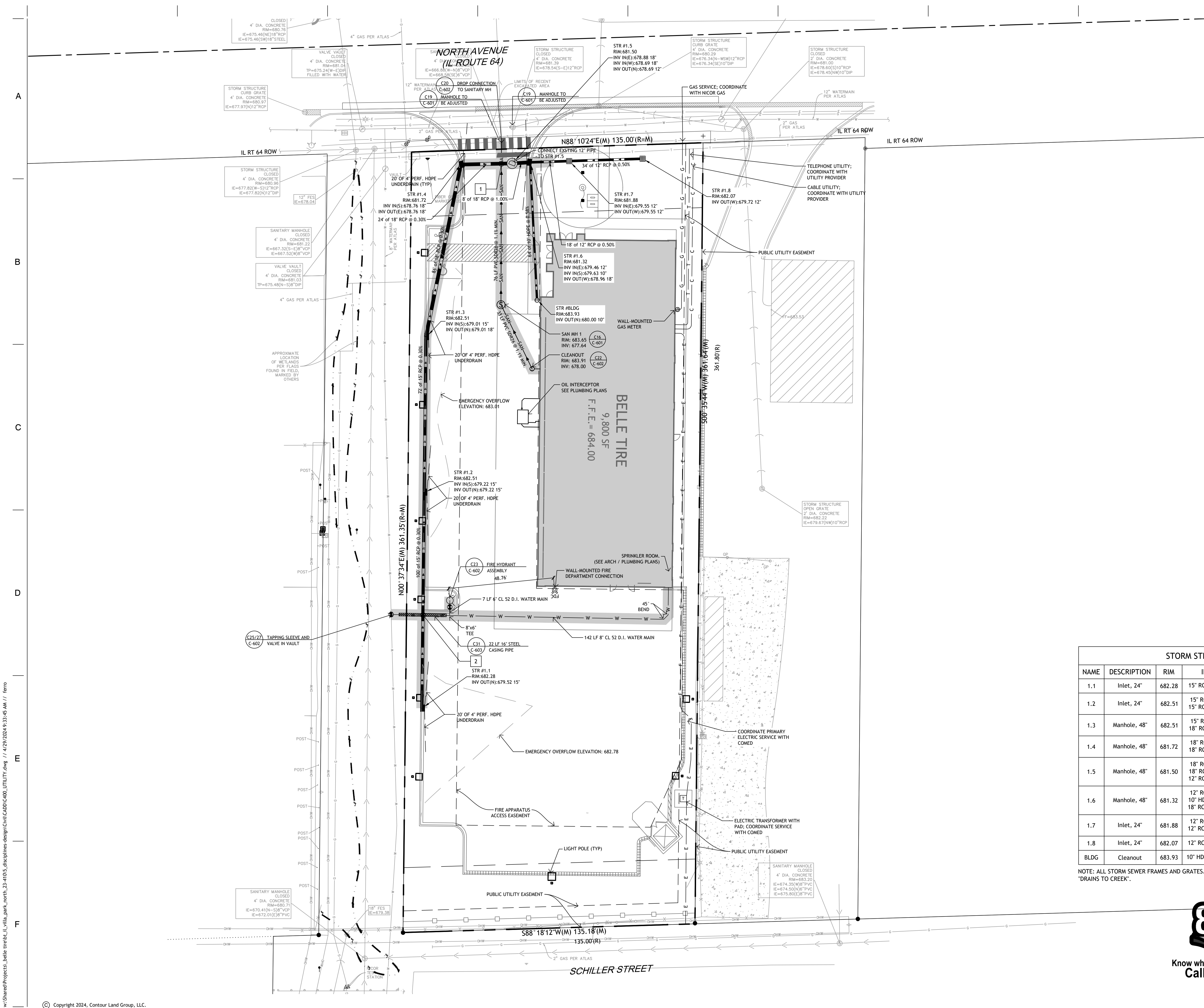
Project Number
23-410

Sheet Number
C-302

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LEGEND

- STORM SEWER
- STORM MANHOLE
- SANITARY SEWER
- SANITARY MANHOLE
- CLEANOUT
- WATER LINE
- FIRE PROTECTION LINE
- FIRE DEPARTMENT CONNECTION
- WATER VALVE VAULT
- GAS METER
- UNDERGROUND ELECTRIC
- TRANSFORMER
- LIGHT POLE
- UNDERGROUND TELEPHONE
- COMMUNICATIONS CABLE
- LIMITS OF GRANULAR BACKFILL

UTILITY CROSSINGS

NO.	DESCRIPTION	DATE	BY
1	15" STORM B.O.P.	678.60	
2	6" SANITARY T.O.P.	677.50	
3	15" STORM B.O.P.	679.25	
4	8" WATER T.O.P.	677.00	

* CASING PIPE REQ'D

NOTES

- REFER TO GENERAL NOTES ON SHEET C-001 AND C-002 FOR ADDITIONAL STANDARDS AND SPECIFICATIONS, AS WELL AS DETAIL SHEETS.
- A MINIMUM OF 48 HOURS PRIOR TO ANY WATER USAGES (I.E. FLUSHES, FILLS, ETC.), THE CONTRACTOR MUST CALL THE VILLAGE OF VILLA PARK PUBLIC WORKS AT 830.834.8505 TO GET APPROVAL OF SAID USAGE. ANY UNAUTHORIZED USAGES WILL RESULT IN PENALTIES.
- ALL VALVES AND HYDRANTS SHALL BE SUBMITTED TO THE VILLAGE OF VILLA PARK'S WATER DEPARTMENT FOR WRITTEN APPROVAL PRIOR TO ORDERING.
- ALL PROPOSED WATER MAINS SHALL MAINTAIN THE FOLLOWING MINIMUM SEPARATION FROM ALL OTHER SEWERS:
 - 4.1. 10' HORIZONTALLY FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE
 - 4.2. 18" VERTICALLY FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE
- CONTRACTOR REFER TO WATER AND SEWER SEPARATION DETAIL C29 ON C-603 FOR ALL WATER MAIN CROSSINGS.
- ANY CONTRACTOR DAMAGE TO EXISTING PAVEMENT OR CURBS TO REMAIN SHALL BE REMOVED AND RESTORED TO PROPOSED SPECIFICATIONS.
- FOR CLOSED LID STORM STRUCTURES, SANITARY MANHOLES AND WATER VAULTS, FRAME AND COVER SHALL BE EAST JORDAN 105021 WITH 1020A HD LID EMBOSSED WITH THE RESPECTIVE "STORM", "SANITARY", OR "WATER" AND "VILLAGE OF VILLA PARK".

STORM STRUCTURE TABLE					
NAME	DESCRIPTION	RIM	INVERTS	CASTING	DETAIL
1.1	Inlet, 24"	682.28	15" RCP (N): 679.52	R-3281-A	
1.2	Inlet, 24"	682.51	15" RCP (S): 679.22 15" RCP (N): 679.22	R-3281-A	
1.3	Manhole, 48"	682.51	15" RCP (S): 679.01 18" RCP (N): 679.01	R-3281-A	
1.4	Manhole, 48"	681.72	18" RCP (S): 678.76 18" RCP (E): 678.76	R-3281-A	
1.5	Manhole, 48"	681.50	18" RCP (E): 678.88 18" RCP (W): 678.69 12" RCP (N): 678.69	R-1713	
1.6	Manhole, 48"	681.32	12" RCP (E): 679.46 10" HDPE (S): 679.63 18" RCP (W): 678.96	R-3281-A	
1.7	Inlet, 24"	681.88	12" RCP (E): 679.55 12" RCP (W): 679.55	R-4342	
1.8	Inlet, 24"	682.07	12" RCP (W): 679.72	R-4342	
BLDG	Cleanout	683.93	10" HDPE (N): 680.00		

NOTE: ALL STORM SEWER FRAMES AND GRATES/LIDS SHALL BE MARKED WITH "DUMP NO WASTE" AND "DRAINS TO CREEK".

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UTILITY PLAN

Issued for

2024.02.02 VILLAGE / IDOT SUBMITTAL
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2024.04.19 VILLAGE RESUBMITTAL
2024.04.29 VILLAGE / IDOT RESUBMITTAL

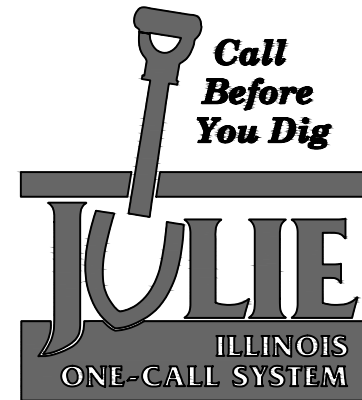
Project Number

23-410

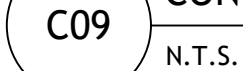
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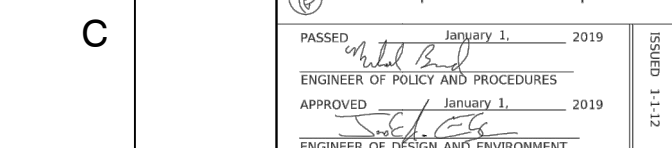
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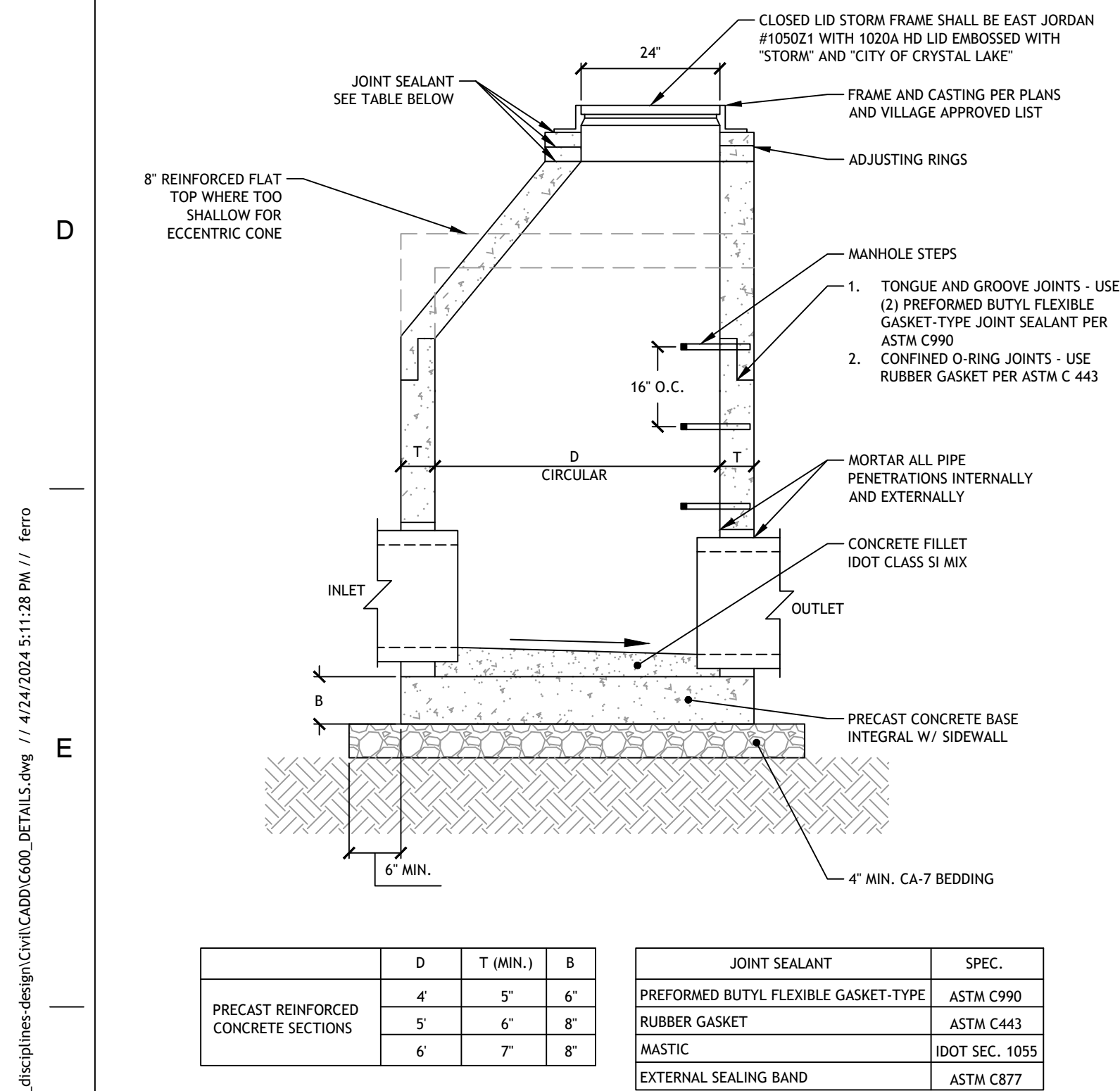


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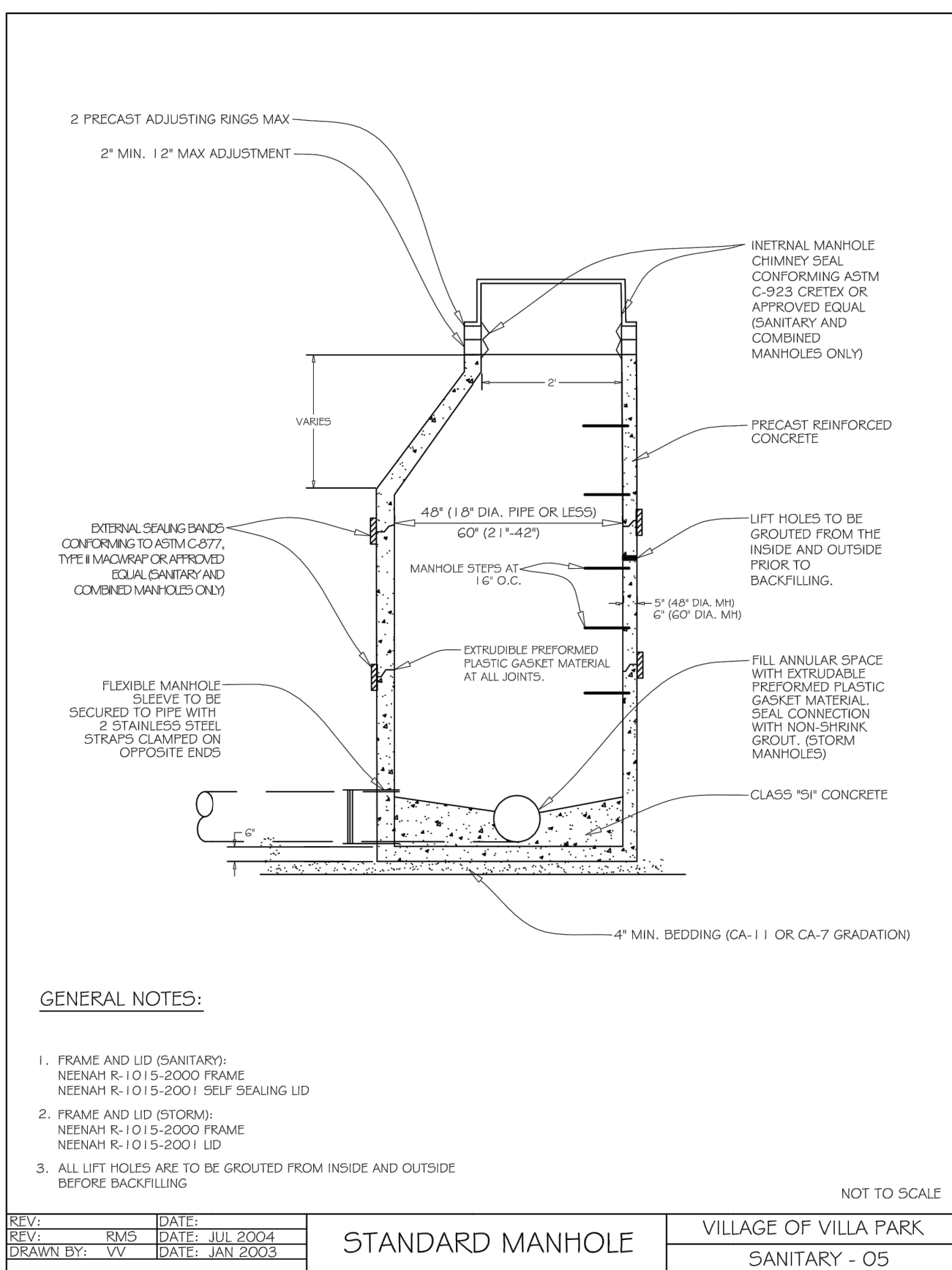
C12	ADA MID-BLOCK CURB RAMP
	N.T.S.



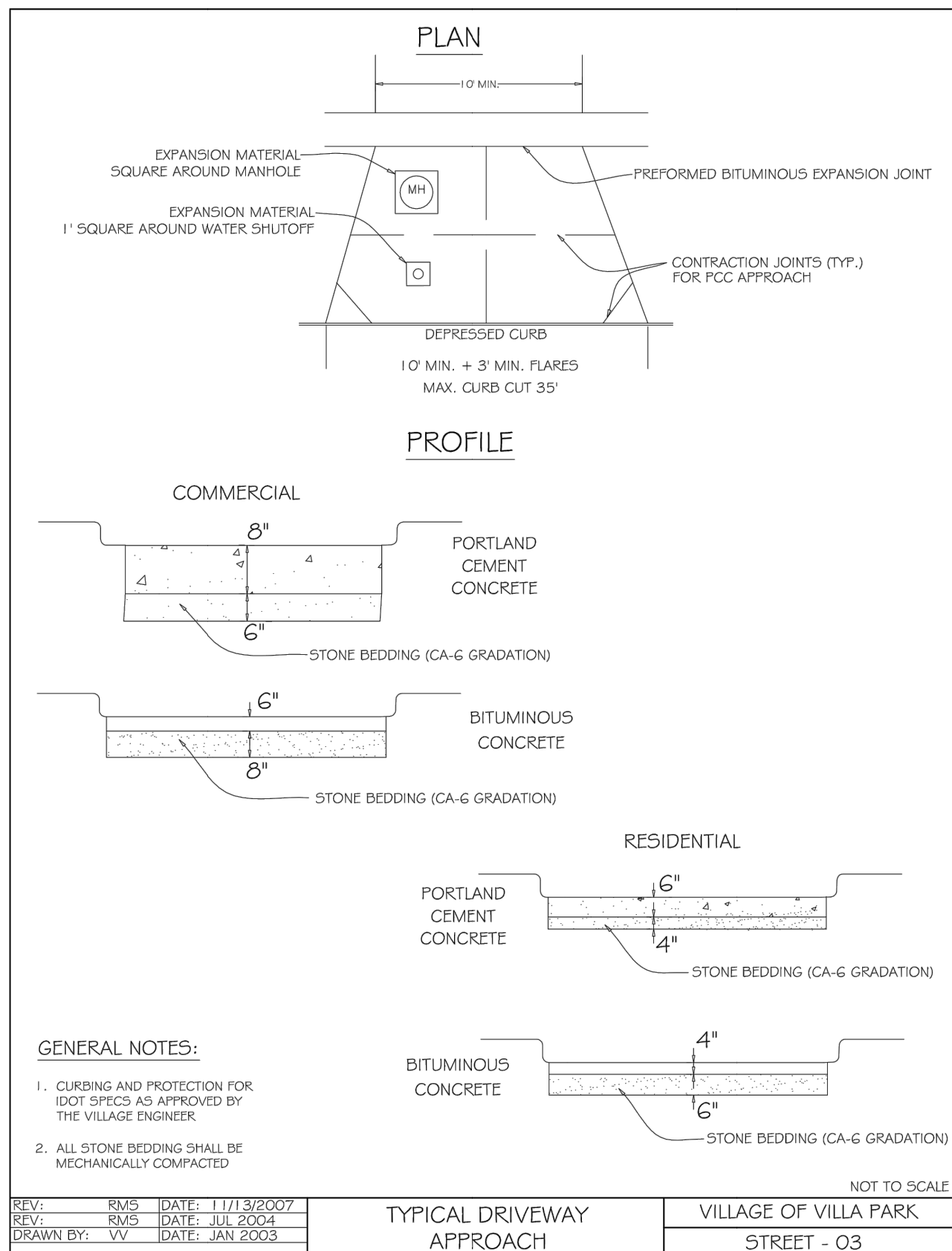
- NOTES:
1. ALL STORM SEWER FRAMES AND GRATES/LIDS SHALL BE MARKED W/ "DUMP NO WASTE" AND "TRANS TO CREEK".
 2. MANHOLES MUST CONFORM TO ASTM A578. IN PAVED AREAS, ADJUSTING RINGS AND FRAME SHALL BE SET IN IDOT CLASS 5 MIX CONCRETE.
 3. WHEN UTILITY STOPS ARE REQUIRED, AN ADJUSTMENT NECESSARY, A MINIMUM OF TWO ADJUSTING RINGS (MIN. 6" ADJUSTING RING) AND MAXIMUM OF THREE RINGS (MAX. 10" ADJUSTING RING).
 4. 1 OR 2" CONCRETE SET SHALL BE ADDED, UNDER PAVED AREAS, TOP RING SHALL BE REINFORCED, USE ONE (1) EDJW INFRASIR RUBBER COMPOSITE.
 5. 1 OR 2" CONCRETE SET SHALL BE ADDED, GRASS-ROOT AREA 4-8" OR POLYPROPYLENE COATED STEEL REINFORCING RODS WITH LOAD AND PULLOUT RATINGS MEETING OSHA STANDARDS.
 6. MANHOLE MATERIAL AND CONSTRUCTION SHALL BE PER LOCAL OR STATE DOT REQUIREMENTS, VEHICULAR WIDE STRIPS SHALL BE PER LOCAL OR STATE DOT REQUIREMENTS.

Projects: **b**

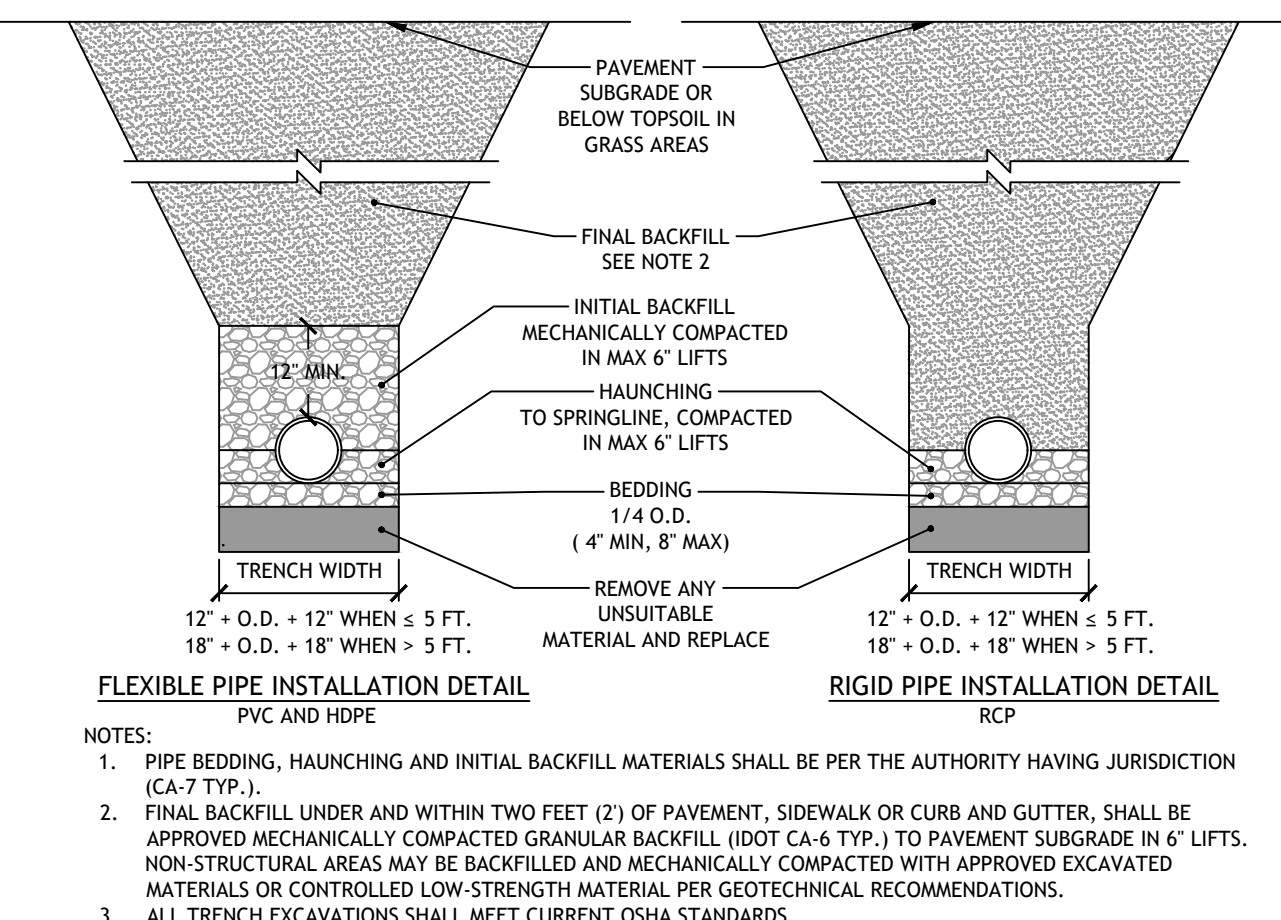
NO.	DESCRIPTION
C15	STORM MANHOLE, TYPE A N.T.S.



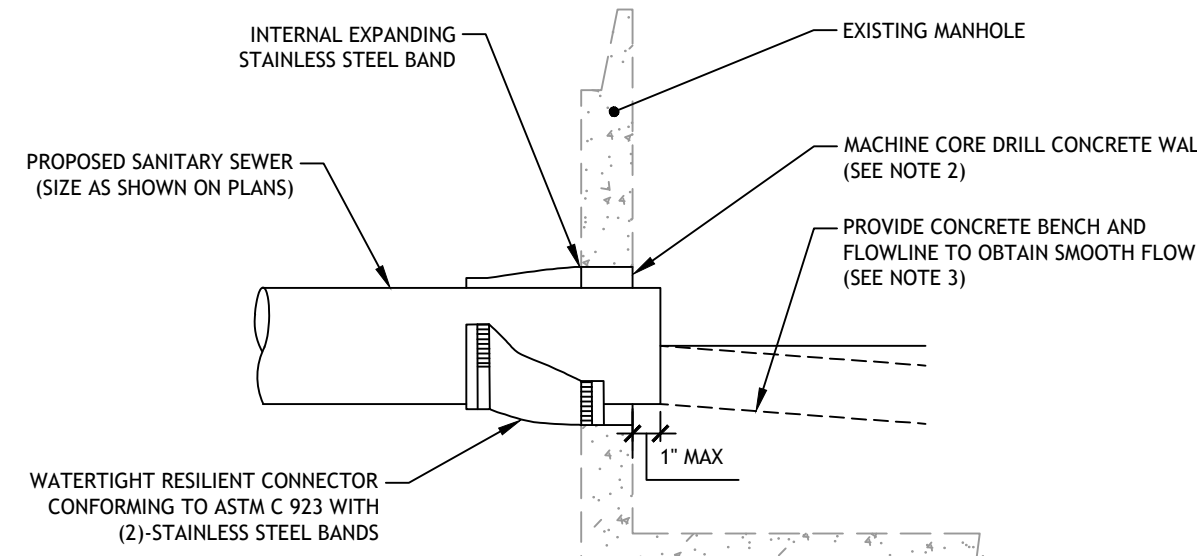
C16 SANITARY MANHOLE
N.T.S.



C13	TYPICAL DRIVEWAY APPROACH
	N.T.S.

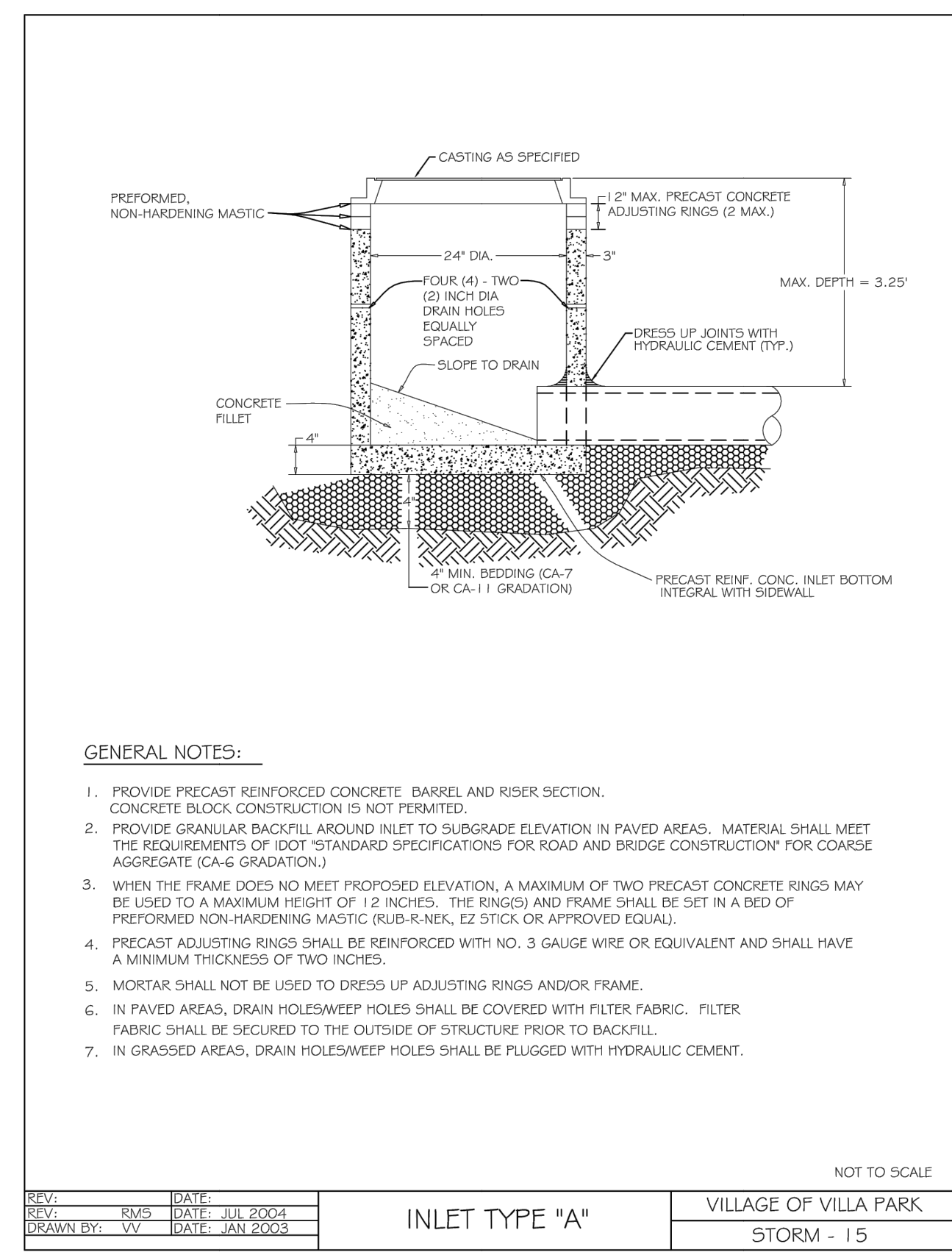


C17 SEWER TRENCH SECTIONS, TYPICAL
N.T.S.

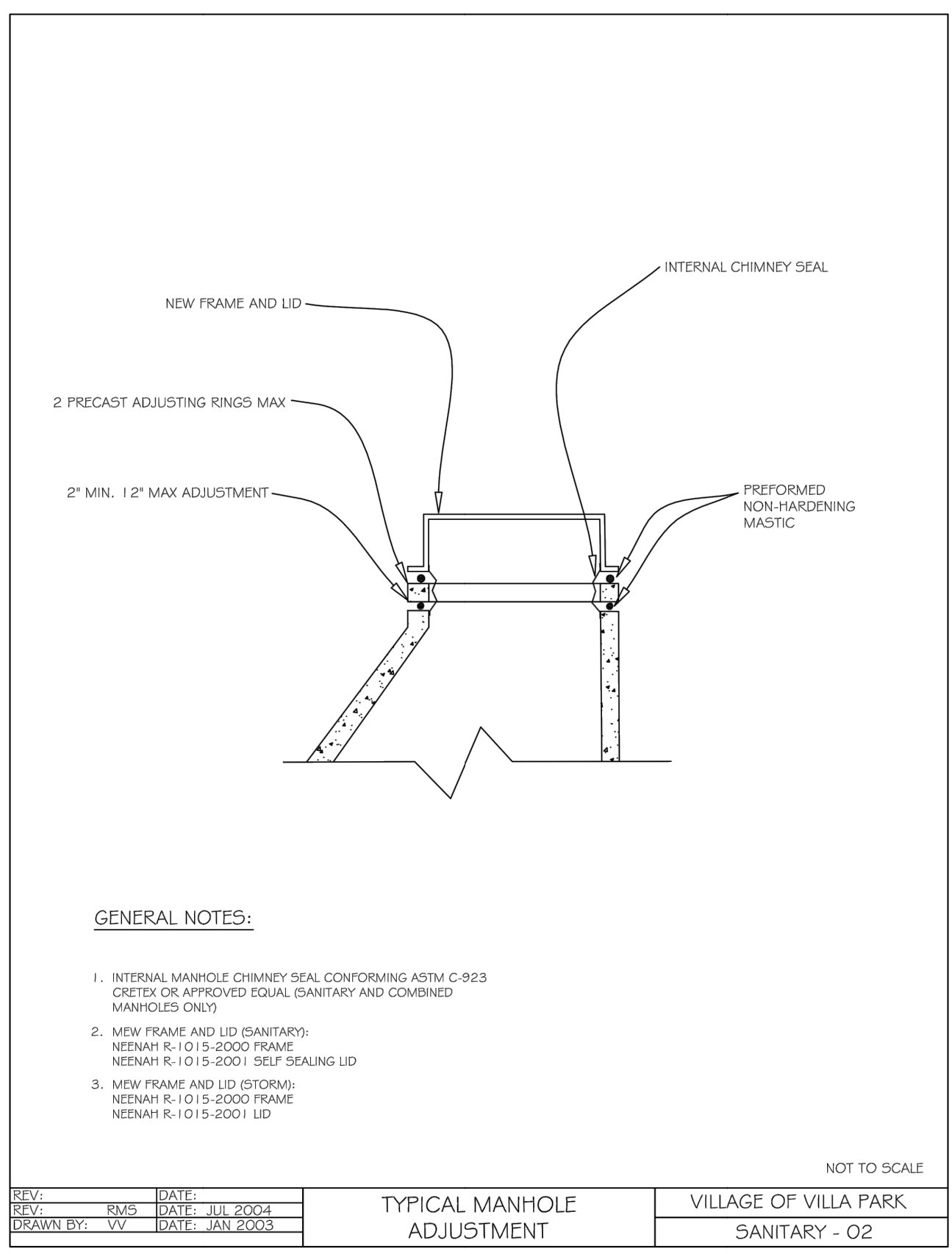


- NOTES:
1. MACHINE CORE/DRILL CIRCULAR OPENING IN STRUCTURE WALL. OPEN DIAMETER TO FIT THE REQUIRED RESILIENT CONNECTOR PER MANUFACTURER'S RECOMMENDATION.
 2. CUT, SHAPE, AND SLOPE NEW INVERT CHANNEL IN THE EXISTING CONCRETE BENCH FOR SMOOTH FLOW.
 3. CLEAN EXISTING STRUCTURE AND SEWER PIPE OF ANY DIRT, CONCRETE, OR DEBRIS WHICH MAY ACCUMULATE DURING THE CONSTRUCTION PROCESS.
 4. ANY DAMAGE TO EXISTING MANHOLE SHALL BE REPAIRED BY THE CONTRACTOR.

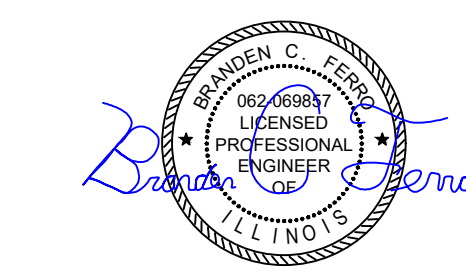
C18	PIPE CONNECTION TO EXISTING MANHOLE
	N.T.S.



C14 INLET, TYPE A
N.T.S.



C19 TYPICAL MANHOLE ADJUSTMENT
N.T.S.



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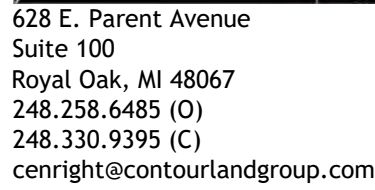
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DETAILS

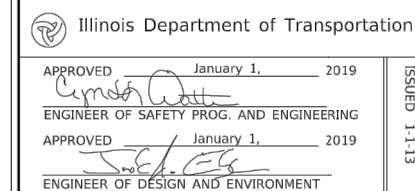
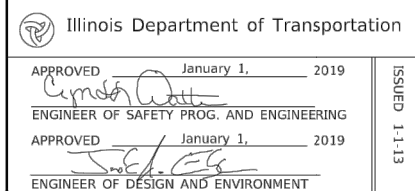
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23-410

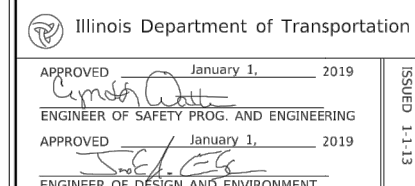
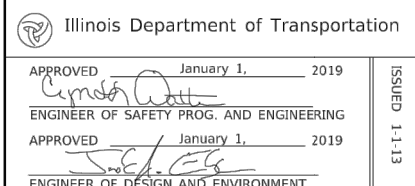
C-601



C



E



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201 E. North Avenue
Villa Park, IL 60181

DETAILS

2024 02 02 VILLAGE / IDOT SUBMITTAL

2024.02.02 VILLAGER IDOT SUBMITTAL

2024.03.29 VILLAGE/ IDOT RESUBM

2024.04.10 VILLAGE RESUBMITTAL

Project Number:

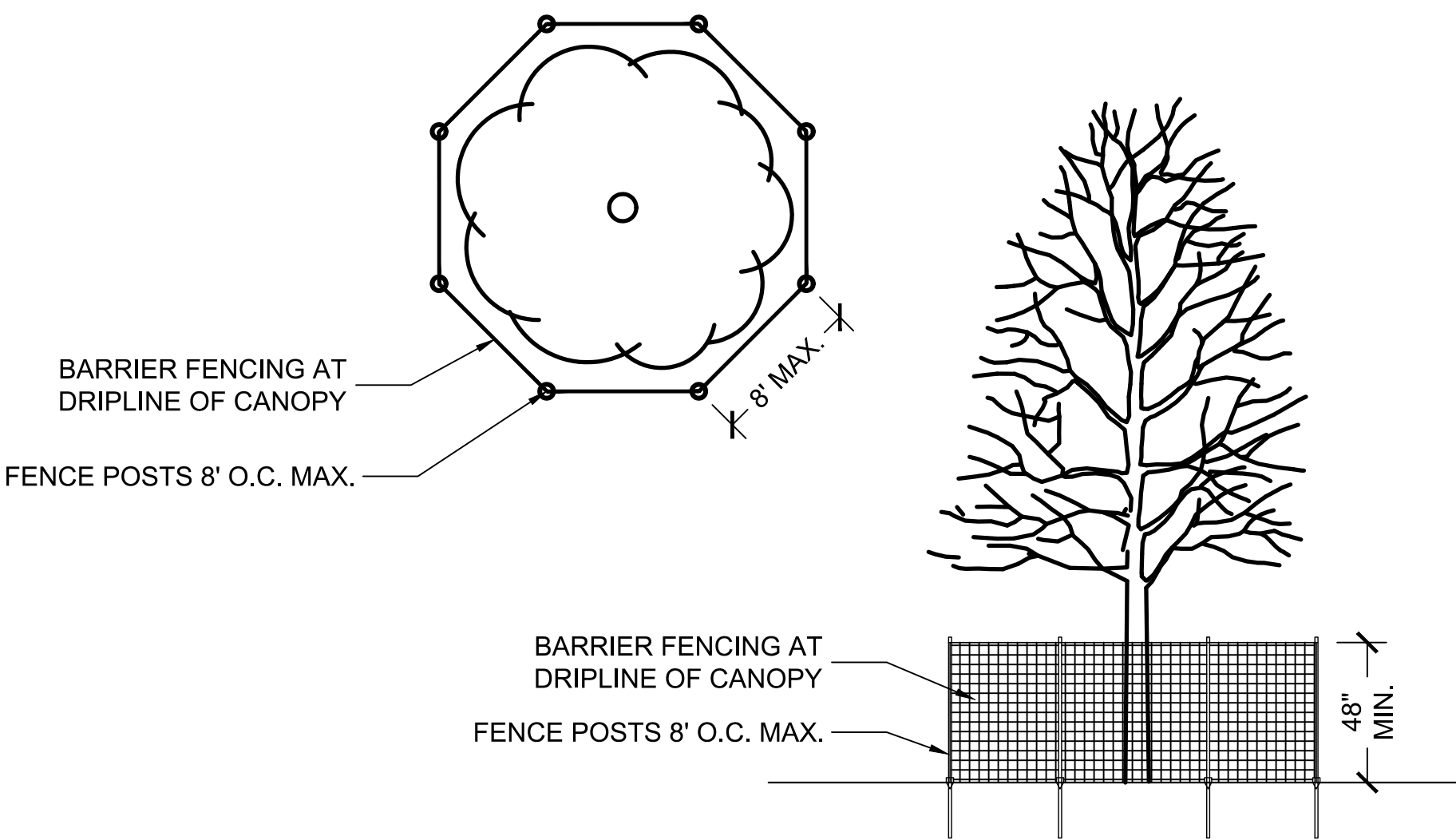
23-410

Sheet Number

C-604

SURVEY OF EXISTING TREES

TREE #	SIZE	SCIENTIFIC NAME	COMMON NAME	BEST 1	
				CONDITION	COMMENTS
101	11" MS	ULMUS PUMILA	SIBERIAN ELM	3	OFF-SITE, SPLIT LEADER
102	12" MS	ULMUS PUMILA	SIBERIAN ELM	3	OFF-SITE, SPLIT LEADER
103	14" MS	ACER SACCARINUM	SILVER MAPLE	3	CROWDED, POWER LINES, REMOVE
104	19"	ULMUS AMERICANA	AMERICAN ELM	4	DIE - OFF, VINES, REMOVE



2 TREE PRESERVATION BARRIER FENCING DETAIL

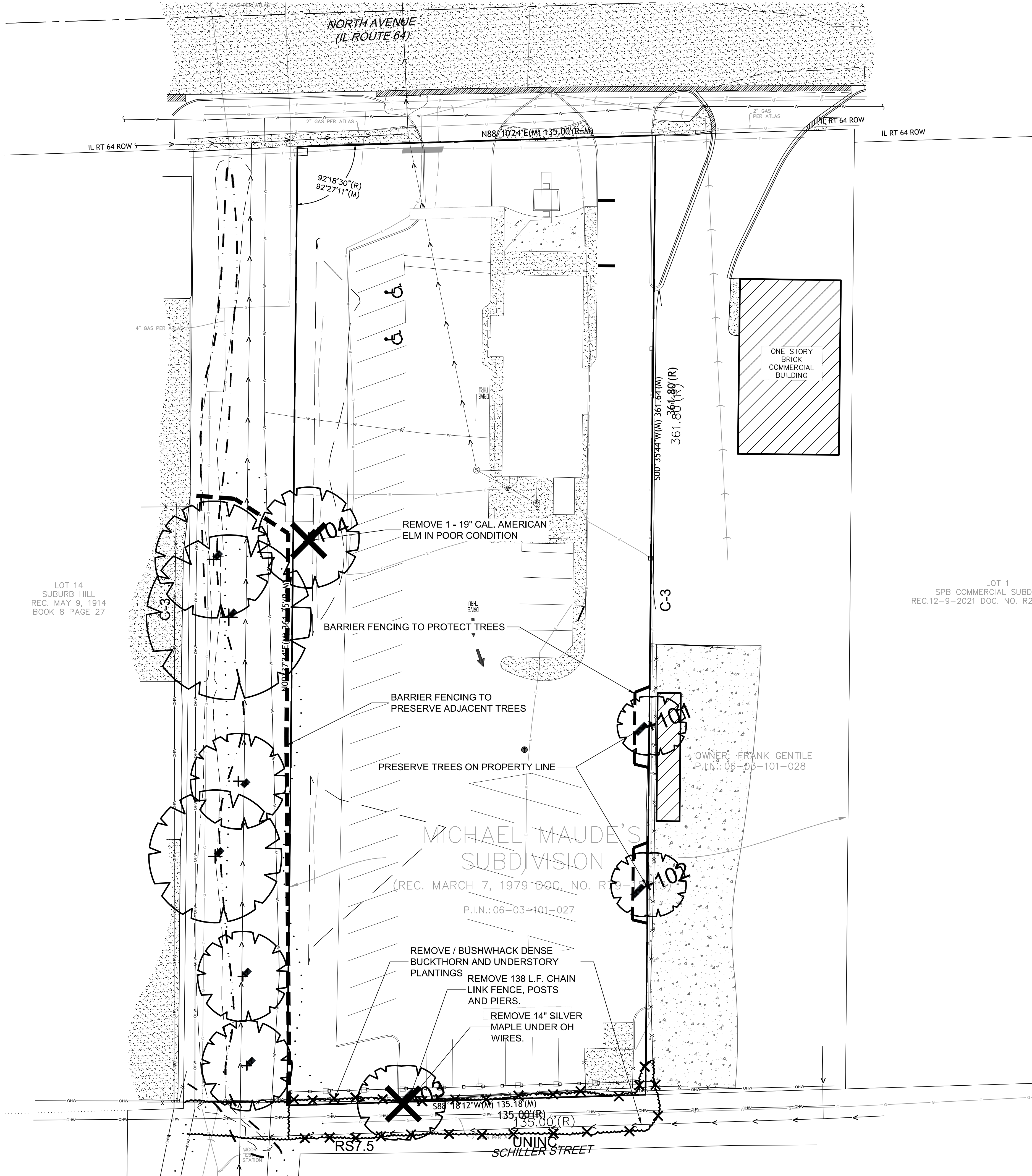
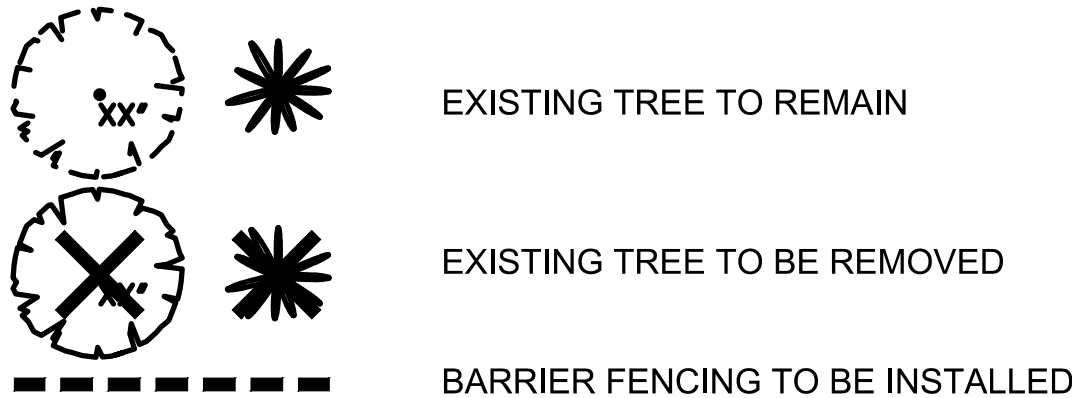
EXISTING VEGETATION DESCRIPTION

THE PROJECT SITE CONSISTS OF A VACATED RESTAURANT. 4 TREES EXIST ON THE SITE. ONE 19" CALIPER AMERICAN ELM IN POOR CONDITION WILL BE REMOVED AS PART OF THIS CONTRACT.

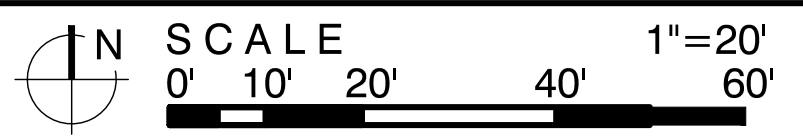
TREE PROTECTION & REMOVAL NOTES

- CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS AND PERMISSIONS TO PRUNE, REMOVE, AND/OR TRANSPLANT ANY TREES ON SITE.
- DEAD AND DYING MATERIAL ON THE SITE SHALL BE REMOVED OR PRUNED. MATERIALS NOT LABELED ON THE PROTECTION PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR REMEDIATION.
- DURING CONSTRUCTION EXISTING TREES OVER FOUR INCHES IN CALIPER SHALL BE PROTECTED WITH BARRIER FENCING.
- BARRIER SHALL BE CONSTRUCTED OF A MIN. 48" TALL SNOW FENCE OR SIMILAR AND SUPPORT POSTS MIN. 6" O.C. AND SHALL BE ERECTED ONE FOOT BEYOND THE DRIP LINE OFF ALL EXISTING TREES ON SITE AND ADJACENT SITES TO REMAIN.
- BARRIER FENCING SHOWN ON THE PLAN IS APPROXIMATE. CONTRACTOR SHALL ADJUST LOCATION OF BARRIER TO POSITION OUTLINED IN COMMENT 4.
- NO EXCESS SOIL OR ADDITIONAL FILL, BUILDING MATERIALS OR DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE BARRIER.
- NO VEHICLES OR HEAVY MACHINERY SHALL BE ALLOWED TO WORK WITHIN THE BARRIER AREA.
- NO ATTACHMENTS OR WIRES, OTHER THAN PROTECTIVE GUY WIRES, SHALL BE ATTACHED TO ANY OF THE TREES WHICH ARE WITHIN PROTECTIVE BARRIER.
- STUMPS OR TREE REMAINS NOT TO BE FULLY EXCAVATED SHALL BE REMOVEED. A STUMP GRINDER SHALL BE USED TO REMOVE ALL REMAINING ROOTS AND WOODY MATERIAL. WITHIN A 24" RADIUS OF THE TREE TRUNK TO MIN. 6" BELOW GRADE. DISTURBED AREA SHALL BE BACKFILLED WITH COMPACTED TOPSOIL TO MEET SURROUNDING GRADES.

TREE PROTECTION & REMOVAL LEGEND



1 TREE PROTECTION & REMOVAL PLAN



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Villa Park, 60181

DRAWING ISSUED

NO. TITLE DATE

1. Preliminary Review 01/30/2024

2. Rev's per Comments 03/29/2024

3. Rev's per Comments 04/29/2024

SET TYPE

LANDSCAPE PLANS

PROJECT NUMBER

2401006

DATE

01-30-2024

DRAWN BY: LCG

APPROVED BY: LCG

SHEET TITLE

TREE PROTECTION & REMOVAL PLAN

SHEET NUMBER

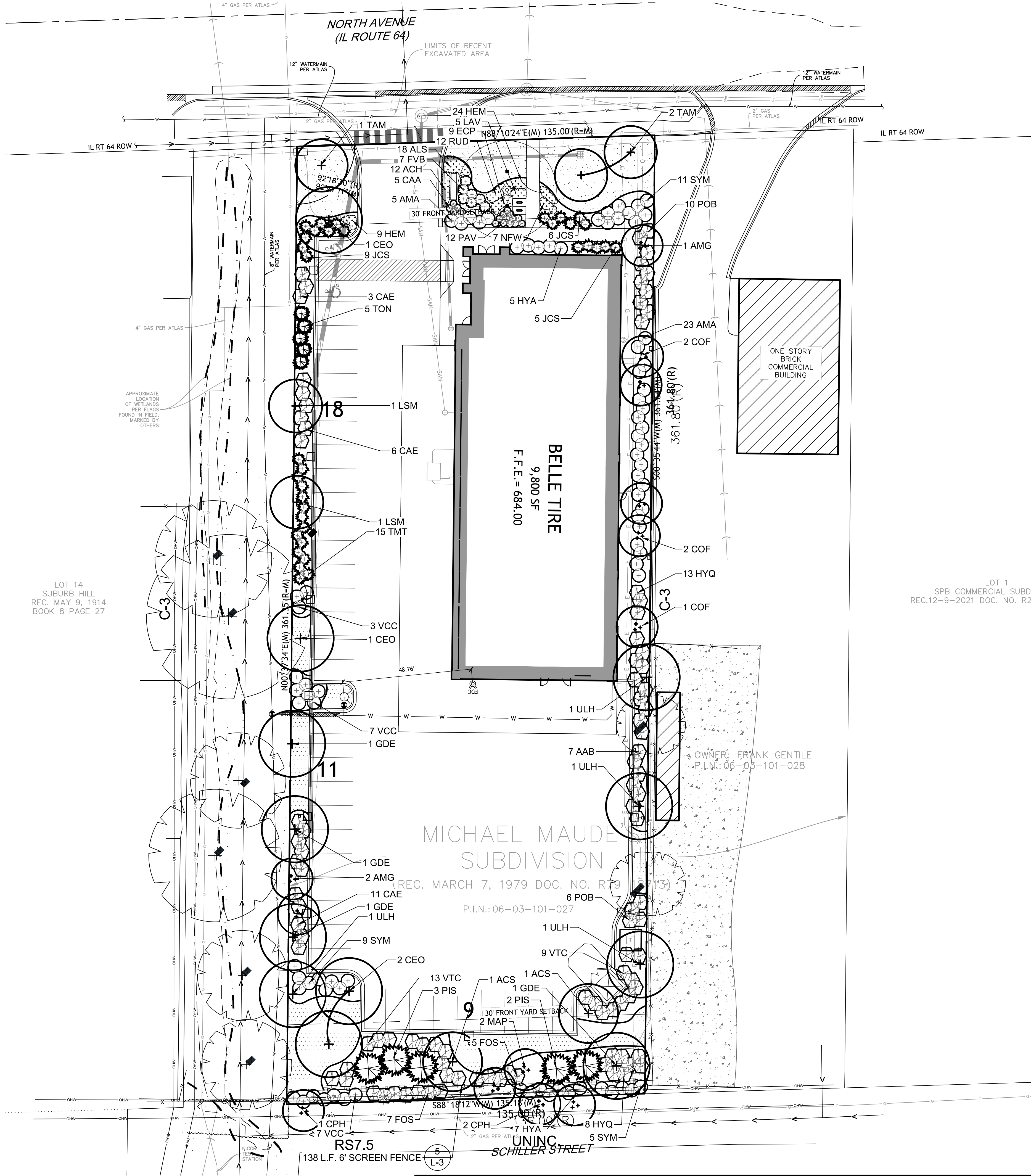
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PLANT LIST

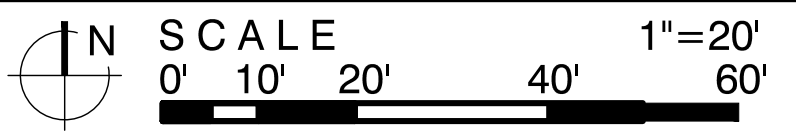
SYM	SIZE	QTY	BOTANICAL NAME	COMMON NAME	COMMENT
DECIDUOUS SHADE TREES					
ACS	2.5" cal.	2	Acer saccharum 'PNI 0285'	Green Mountain Sugar Maple	B&B
CEO	2.5" cal.	4	Celtis occidentalis	Common Hackberry	B&B
GDE	2.5" cal.	4	Gymnocladus dioicis 'Espresso'	Espresso Kentucky Coffeetree	B&B
LSM	2.5" cal.	2	Liquidambar styraciflua 'Moraine'	Moraine Tulip Tree	B&B
TAM	2.5" cal.	3	Tilia americana 'MckSentry'	American Sentry Linden	B&B
ULH	2.5" cal.	4	Ulmus 'Regal'	Regal Elm	B&B
ORNAMENTAL TREES					
AMG	6' multi..	3	Amelanchier x grandiflora.	Shadblow Serviceberry	B&B
COF	6' multi.	5	Cornus florida	White Flowering Dogwood	B&B
CPH	6' multi.	3	Crataegus phaenopyrum	Washington Hawthorn	B&B
MAP	6' multi.	2	Malus x 'Prairiefire'	Prairiefire Crabapple	B&B
EVERGREEN TREES					
PIS	8' ht.	5	Pinus strobus	White Pine	B&B
TON	8' ht.	5	Thuja occidentalis 'Nigra'	Dark Green Arborvitae	B&B
DECIDUOUS SHRUBS					
AAB	24" ht.	7	Aronia arbutifolia 'Brilliantissima'	Brilliant Red Chokeberry	B&B
AMA	24" ht.	28	Aronia melanocarpa 'Elata'	Elata Chokeberry	B&B
CAE	24" ht.	20	Cornus alba 'Elegantissima'	Variegated Dogwood	B&B
FVB	18" w.	7	Forsythia viridissima 'bronxensis'	Bronx Greenstem Forsythia	B&B
HYA	24" ht.	12	Hydrangea arbor. 'Haas Halo'	Haas Halo Hydrangea	B&B
HYQ	24" ht.	21	Hydrangea quercifolia 'Alice'	Alice Oakleaf Hydrangea	B&B
POB	24" ht.	16	Physocarpus opulifolius 'Monlo'	Diabolo Ninebark	B&B
SYM	24" ht.	24	Syringa patula 'Miss Kim'	Miss Kim Korean Lilac	B&B
VCC	24" ht.	17	Viburnum carlesii 'Compactum'	Koreanspice Viburnum	B&B
VTC	24" ht.	22	Viburnum trilobum 'Alfredo'	Alfredo American Cranberrybush	B&B
EVERGREEN SHRUBS					
JCS	24" ht.	20	Juniperus chinensis 'Sea Green'	Sea Green Juniper	B&B
TMT	24" w.	15	Taxus x media 'Taunton'	Taunton's Yew	B&B
ORNAMENTAL GRASSES					
CAA	#1 cont.	5	Calamagrostis acutifolia 'Strictus'	Strictus Feather Reed Grass	
PAV	#1 cont.	12	Panicum virgatum 'Shenandoah'	Shenandoah Red Switch Grass	
GROUNDCOVER / PERENNIALS					
ACH	#1 cont.	12	Achillea Millefolium 'Paprika'	Paprika Yarrow	18" O.C.
ALS	#1 cont.	18	Allium 'summer beauty'	Summer Beauty Wild Onion	18" O.C.
ECP	#1 cont.	9	Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	24" O.C.
HEM	#1 cont.	33	Hemerocallis x 'Stella de oro'	stella de oro daylily	18" O.C.
NFW	#1 cont.	7	Nepeta fasseni 'Walker's low'	Walkers Low Catmint	24" O.C.
RUD	#1 cont.	12	Rudbeckia fulgida 'Goldsturm'	Goldsturm Black-Eyed Susan	18" O.C.
SOD	sq. yd.	286	Sodded Lawn		
SEED	sq. yd.	266	Seeded Lawn		

LANDSCAPE LEGEND

-
- EXISTING TREE
-
- PROPOSED SHADE TREE
-
- PROPOSED EVERGREEN TREE
-
- PROPOSED ORNAMENTAL TREE
-
- PROPOSED LARGE SHRUB
-
- PROPOSED MEDIUM SHRUB
-
- PROPOSED EVERGREEN SHRUB
-
- PROPOSED LOW SHRUB
-
- PROPOSED ORNAMENTAL GRASS
-
- PROPOSED PERENNIAL PLANTING
-
- SODDED LAWN
-
- SEEDED LAWN



1 LANDSCAPE PLAN



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PROJECT NAME

BELLE TIRE

201 E. North Ave,
Villa Park, 60181

DRAWING ISSUED

NO.	TITLE	DATE
1.	Preliminary Review	01/30/2024
2.	Rev's per Comments	03/29/2024
3.	Rev's per Comments	04/29/2024

SET TYPE

LANDSCAPE PLANS

PROJECT NUMBER

2401006

DATE

01-30-2024

DRAWN BY:

LCG

APPROVED BY:

LCG

SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L.2

VILLAGE LANDSCAPE REQUIREMENT CALCULATIONS

DESCRIPTION	REQUIREMENT	AREA / CALC.	PROPOSED
TOTAL SITE		48,792 SQ. FT.	
TOTAL BUILDING		9,870 SQ. FT.	
PARKWAY TREES	...AND SHALL BE SPREAD NOT LESS THAN FIFTY (50) FEET APART	FRONTAGE= 135 LF/ 50 = 2.7 TREES	2 SHADE TREES, 1 ORNAMENTAL 3 ORNAMENTALS ON SHILLER
PERIMETER LANDSCAPING	ABUTTING RS OR RD ZONING: (SOUTH) A SOLID SCREEN AT LEAST SIX (6) FEET IN HEIGHT MUST BE PROVIDED ALONG THE ENTIRE LENGTH OF THE ABUTTING PROPERTY LINE.	135 LF	NEW 6 FT. SCREEN FENCE UNDER VARIATION. NEW PLANTINGS ALONG PARKWAY AT SHILLER STREET.
	SHADE TREES MUST BE PROVIDED AT THE RATE OF AT LEAST ONE TREE PER FIFTY (50) FEET OF FRONTAGE ALONG THE ABUTTING PROPERTY LINE	135 LF / 50 = 2.7 TREES	3 SHADE TREES
	ORNAMENTAL TREES MUST BE PROVIDED AT THE RATE OF AT LEAST ONE TREE PER TWENTY-FIVE (25) FEET OF FRONTAGE ALONG THE ABUTTING PROPERTY LINE	135 LF / 25 = 5.4 TREES	5 EVERGREEN TREES PLANTED IN LIEU OF ORNAMENTAL TREES & 2 ORNAMENTAL TREES PROPOSED
	SHRUBS MUST BE PROVIDED AT THE RATE OF AT LEAST ONE SHRUB PER TWENTY (20) FEET OF FRONTAGE ALONG THE ABUTTING PROPERTY LINE.	135 LF / 20 = 6.75 SHRUBS	14 SHRUBS PROPOSED
	ABUTTING NONRES. OR RM ZONING: (EAST & WEST) SHADE TREES MUST BE PROVIDED AT THE RATE OF AT LEAST ONE TREE PER FIFTY (50) FEET OF FRONTAGE ALONG THE ABUTTING PROPERTY LINE	723 LF 723 / 50 = 14.46 TREES	11 SHADE TREES 2 EXIST. TREES 6"-12" (2:1) = 4
FOUNDATION PLANTINGS	OTHER LANDSCAPING MATERIALS, INCLUDING BERMS, ORNAMENTAL TREES, EVERGREENS, SHRUBBERY, HEDGES, OR OTHER LIVE PLANT MATERIALS MUST BE PROVIDED ALONG AT LEAST THIRTY (30) PERCENT OF THE ABUTTING PROPERTY LINE.	723 * 0.30 = 216 L.F.	232 L.F. OF LANDSCAPE
	... A CONTINUOUS FIVE-FOOT (MINIMUM) LANDSCAPE AREA AROUND THE FULL PERIMETER OF THE BUILDING, EXCLUDING PEDESTRIAN AND VEHICLE ACCESS POINTS. THE FOUNDATION LANDSCAPE AREA MAY NOT BE REDUCED BY MORE THAN FIFTY (50) PERCENT TO ACCOMMODATE PEDESTRIAN AND VEHICLE ACCESS POINTS.	444 L.F. * 5 = 2220 S.F.	2558 S.F. PROPOSED. * ALL CONCENTRATED ON NORTH AND EASTERN FACADES.
PARKING LOT PERIMETER LANDSCAPING	STREET YARDS WHEN A PARKING LOT IS LOCATED IN OR ABUTTING A STREET YARD IN A RM OR NONRESIDENTIAL DISTRICT, CONTINUOUS LANDSCAPING MUST BE PROVIDED ACROSS SIXTY (60) PERCENT OF THE PARKING LOT FRONTAGE TO A MINIMUM HEIGHT OF THREE (3) FEET. SUCH LANDSCAPING MUST CONSIST OF BERMS, SHADE OR ORNAMENTAL TREES, EVERGREENS, SHRUBBERY, HEDGES OR OTHER LIVE PLANT MATERIAL. AT LEAST FIFTY (50) PERCENT OF PLANTINGS MUST BE EVERGREENS.	58 L.F. * 0.6 = 35 L.F.	42 L.F. PROPOSED.
	REAR AND SIDE YARDS WHERE A PARKING LOT IS LOCATED IN A YARD ADJACENT TO AN RM OR NONRESIDENTIAL DISTRICT, A MINIMUM FIVE-FOOT LANDSCAPE BUFFER MUST BE PROVIDED WITHIN THE REQUIRED SETBACK. LANDSCAPING MUST BE PROVIDED ACROSS AT LEAST FIFTY (50) PERCENT OF THAT PORTION OF THE PARKING LOT ABUTTING THE PROPERTY LINE TO A MINIMUM HEIGHT OF THREE (3) FEET. SUCH LANDSCAPING MUST CONSIST OF A COMBINATION OF BERMS, SHADE AND ORNAMENTAL TREES, EVERGREENS, SHRUBBERY, HEDGES, OR OTHER LIVE PLANT MATERIALS.	463 L.F. * 0.5= 232 L.F.	232 L.F. PROPOSED.

LANDSCAPE NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL PERMITS AND PERMISSIONS TO INSTALL THE PROPOSED IMPROVEMENTS

2. ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE VILLAGE OF VILLA PARK LANDSCAPING CODES AND ZONING ORDINANCES.

3. PRIOR TO COMMENCING ANY WORK, CONTRACTOR SHALL HAVE DIGGERS HOTLINE LOCATE AND MARK ALL UNDERGROUND UTILITY FACILITIES AND LINES.

4. ALL PLANT MATERIALS (EXCEPT FOR GROUNDCOVER, ANNUALS, AND PERENNIALS) SHALL BE BALLED AND BURLAPPED STOCK AND MEET CURRENT STANDARDS OF THE AMERICAN ASSOCIATION OF NURSERYMEN'S STANDARD FOR NURSERY STOCK (ANSI 260.1-1986) OR EQUAL. PLANT MATERIALS MUST BE SUPPLIED WITHIN A 150 MILE RADIUS OF PROJECT SITE. CONTRACTOR MAY SUBSTITUTE CONTAINER STOCK FOR SHRUBS IF SIZES ARE EQUAL TO SPECIFIED B&B STOCK, WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT.

5. IF SPECIFIED PLANTS ARE NOT AVAILABLE AT THE TIME OF ORDERING, PLANTS WITH SIMILAR WHOLESALE VALUE AND LANDSCAPE CHARACTERISTICS MAY BE SUBSTITUTED UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT AND VILLAGE STAFF.

6. SOIL IN GROUNDCOVER BEDS SHALL BE AMENDED USING 2 INCHES OF MUSHROOM COMPOST INCORPORATED INTO THE TOP 4 INCHES OF SOIL.

7. DISTURBED AREAS TO RECEIVE SOD SHALL BE TILLED TO 6" DEPTH AND FINE GRADED TO PROVIDE SMOOTH BASE SURFACE. IF EXISTING SOIL IS A MAJORITY OF CLAY OR UNSUITABLE, 2" OF FINE GRADED TOPSOIL SHALL BE ADDED PRIOR TO TILLING. EXISTING SOD AREAS SHALL HAVE TURF REMOVED WITH AUTOMATED SODCUTTER OR HAND SPACE TO REMOVE ALL BLADES AND ROOTS. 1" OF FIND GRADED TOPSOIL SHALL BE TILLED AND GRADED.

8. TREE AND SHRUB BACKFILL MIXTURE SHALL BE 2 PARTS EXIST. NATIVE TOPSOIL AND 1 PART SPHAGNUM PEAT MOSS W/ DECOMPOSED MANURE.
9. ALL SHRUB BEDS AND INDIVIDUAL TREE PLANTINGS, UNLESS OTHERWISE NOTED, SHALL RECEIVE A 3 INCH LAYER OF SHREDDED HARDWOOD MULCH. ALL GROUNDCOVER, ANNUAL AND PERENNIAL BEDS SHALL RECEIVE A 2 INCH LAYER OF THE SAME MULCH MATERIAL. COSTS FOR MULCH SHALL BE CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF PLANTINGS.

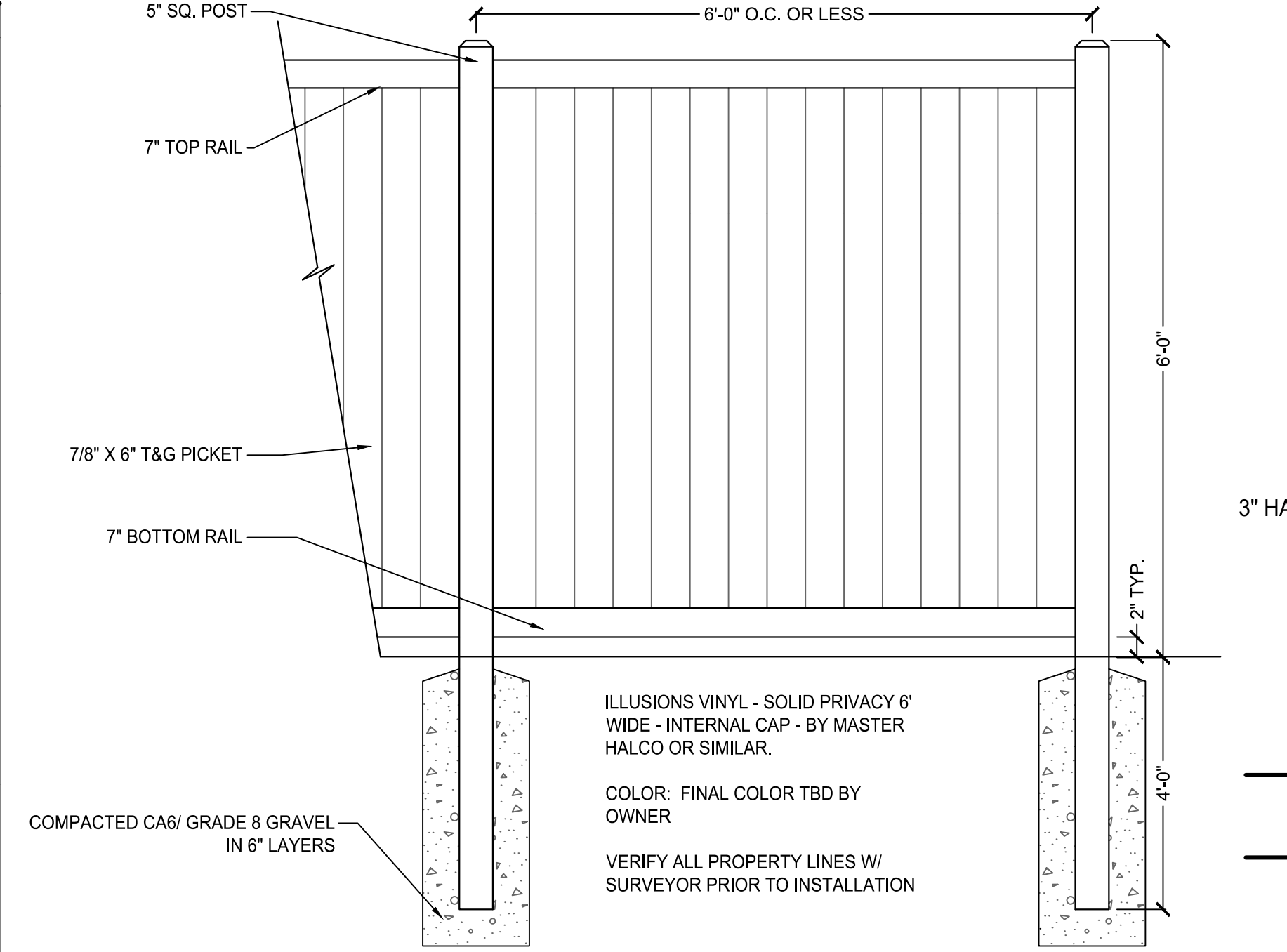
10. NURSERY TAGS (SPECIES, SIZE) FOR ALL SHADE TREES SHALL REMAIN ATTACHED TO TREES UNTIL FINAL APPROVAL FROM MUNICIPALITY.

11. THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER A BONDED WRITTEN ONE-YEAR WARRANTY AGREEMENT (BEGINNING ON THE OWNER'S POSSESSION DATE). THIS AGREEMENT SHALL COVER MAINTENANCE, REPAIR, AND REPLACEMENT OF ALL DEAD OR DAMAGED LANDSCAPING TO PRESERVE THE SAME QUANTITY AND QUALITY AS INITIALLY APPROVED.

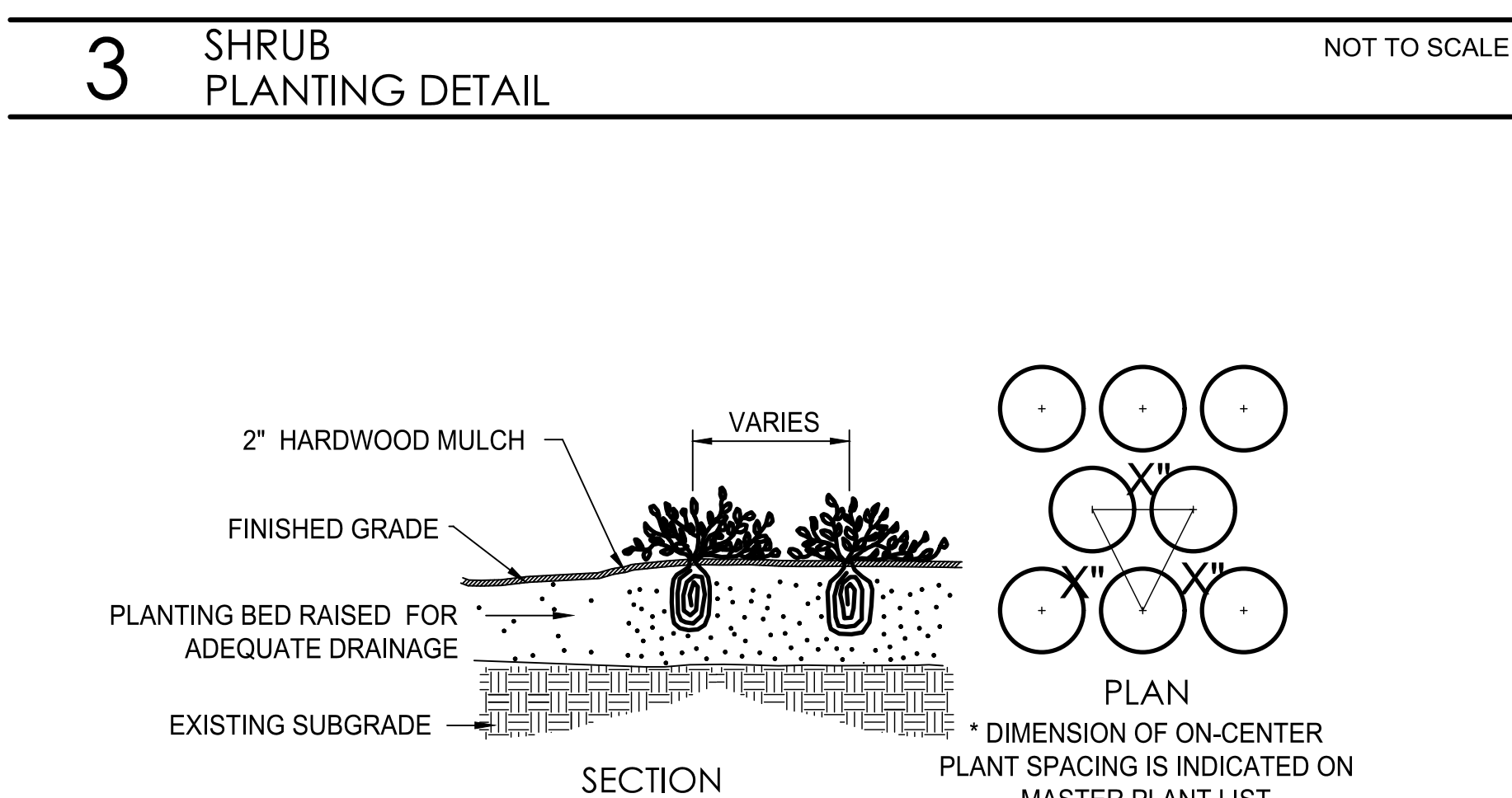
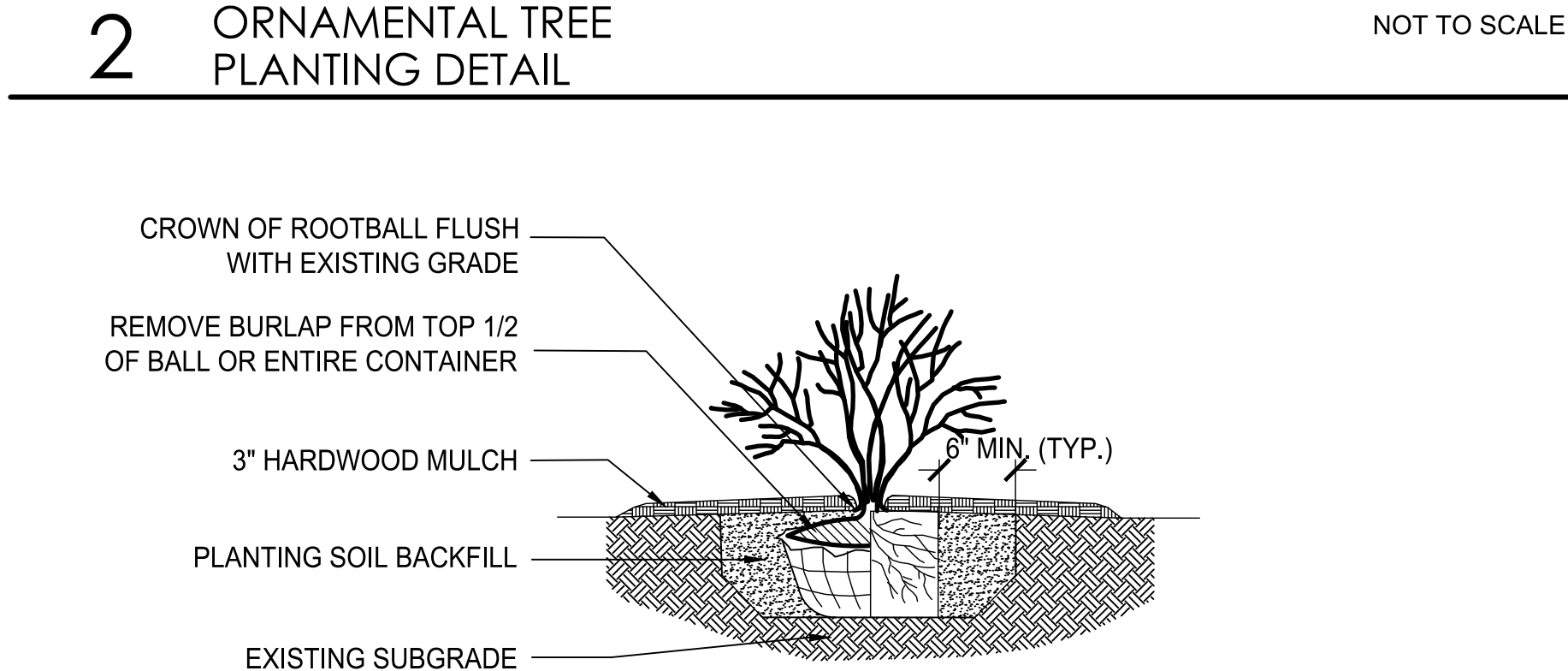
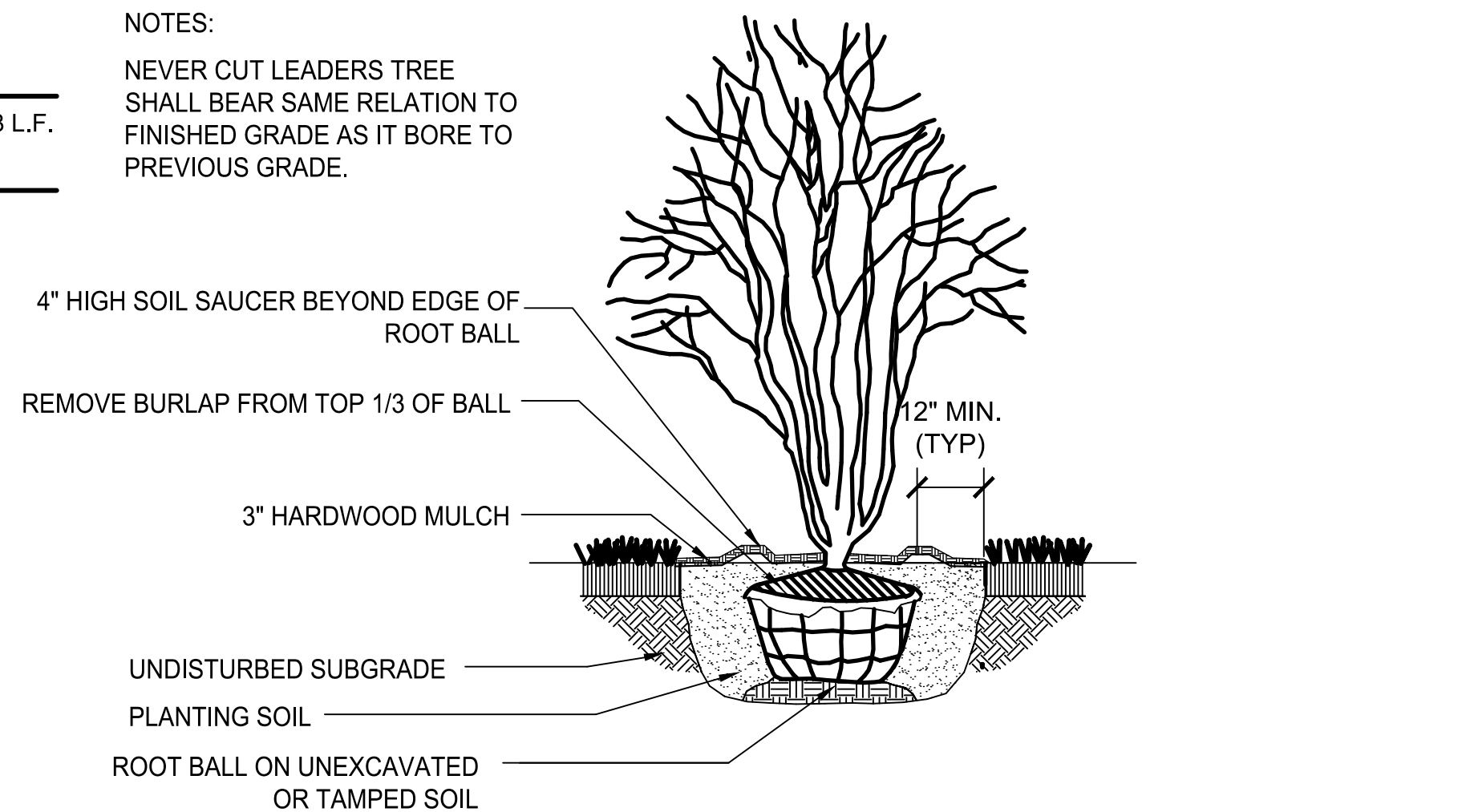
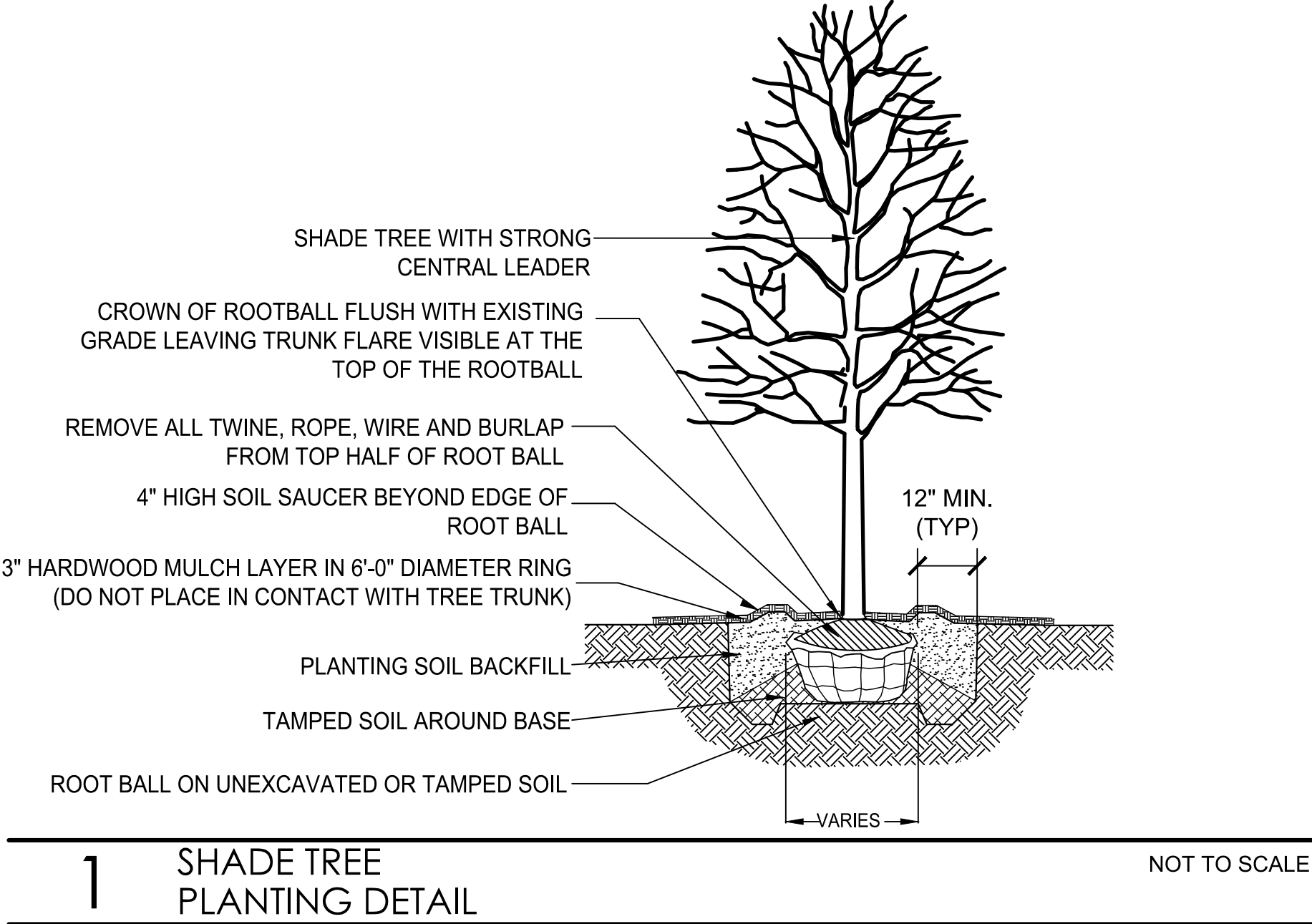
12. CONTRACTOR SHALL PROVIDE A SEPARATE ESTIMATE FOR AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM FOR COMPLETE EFFECTIVE COVERAGE OF ALL LAWN AREAS AND SHRUB BEDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL AND APPLY FOR ALL NECESSARY PERMITS PRIOR TO COMMENCING WORK. IRRIGATION PLANS SHALL INCLUDE HUNTER PRO-C CONTROLLER W/WIRELESS SOLAR SYNC STATION AND HUNTER SPRAYHEADS AND NOZZLES. IRRIGATION WORK SHALL BE WARRANTY ALL LABOR AND MATERIALS FOR 1 FULL YEAR AFTER INSTALLATION AND TESTING.

13. SEEDED LAWN AREAS SHALL BE BID WITH A BID ALTERNATE FOR HYDROSEEDDED LAWN. PRIOR TO SEEDING, 2" OF FINE TOPSOIL SHALL BE TILLED INTO EXIST SOIL MIXTURE. A MIX CONSISTING OF ROUGHLY 30 % BLUEGRASS / 30% FINE FESCUES / 40% RYE GRASSES (AND TACKIFIER FOR HYDROSEEDING) SHALL BE APPLIED AT MANUFACTURERS SPECIFIED RATES FOR NEW LAWNS BETWEEN 5 AND 10 LBS PER 1,0000 SF.

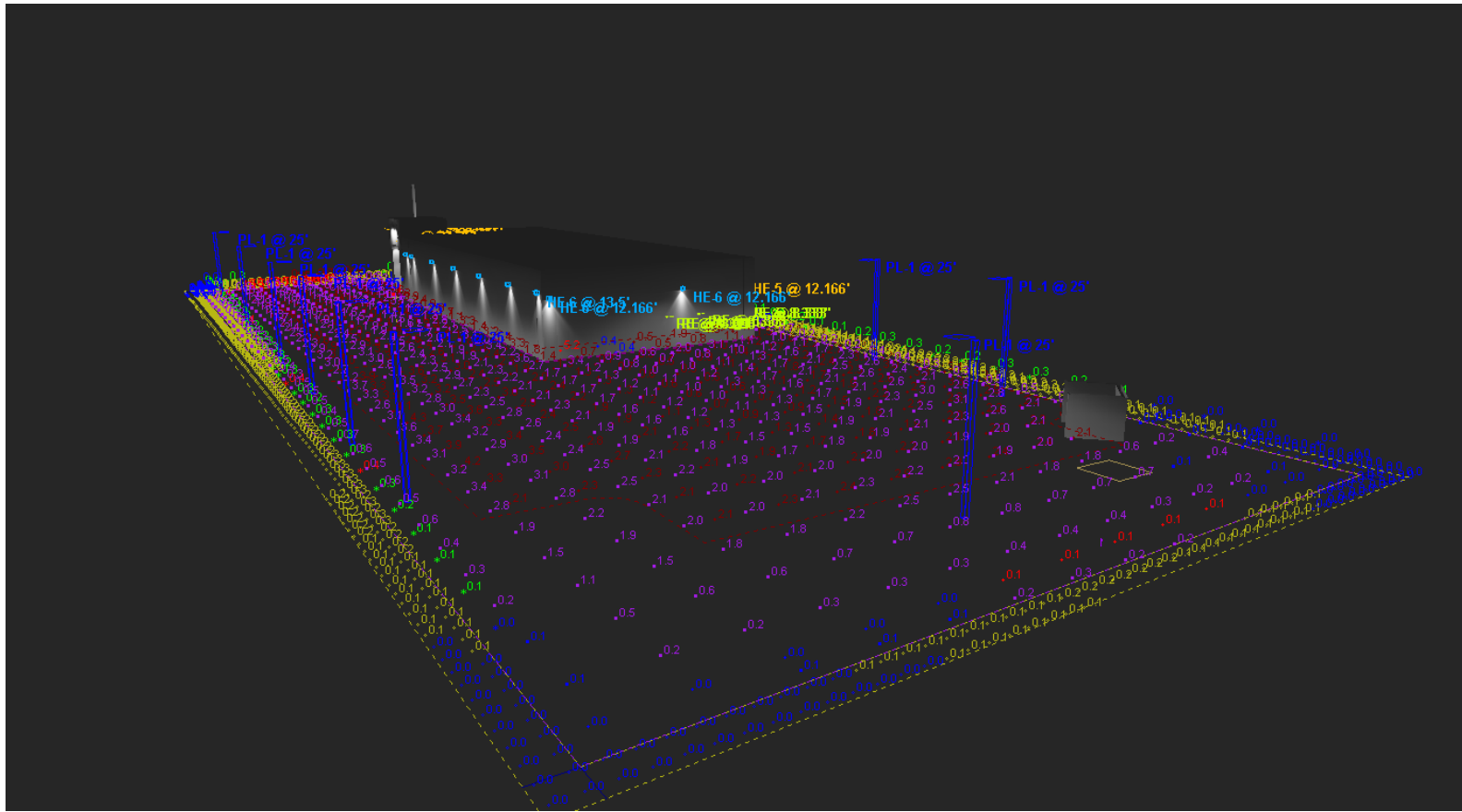
14. TREES AND SHRUBS SHALL NOT BE LOCATED CLOSER THAN TEN (10) FEET TO FIRE HYDRANTS, TRANSFORMERS OR OTHER ABOVE GROUND UTILITIES. ANY DISCREPANCY ON THE PLAN RELATED TO THESE PROXIMATE UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.



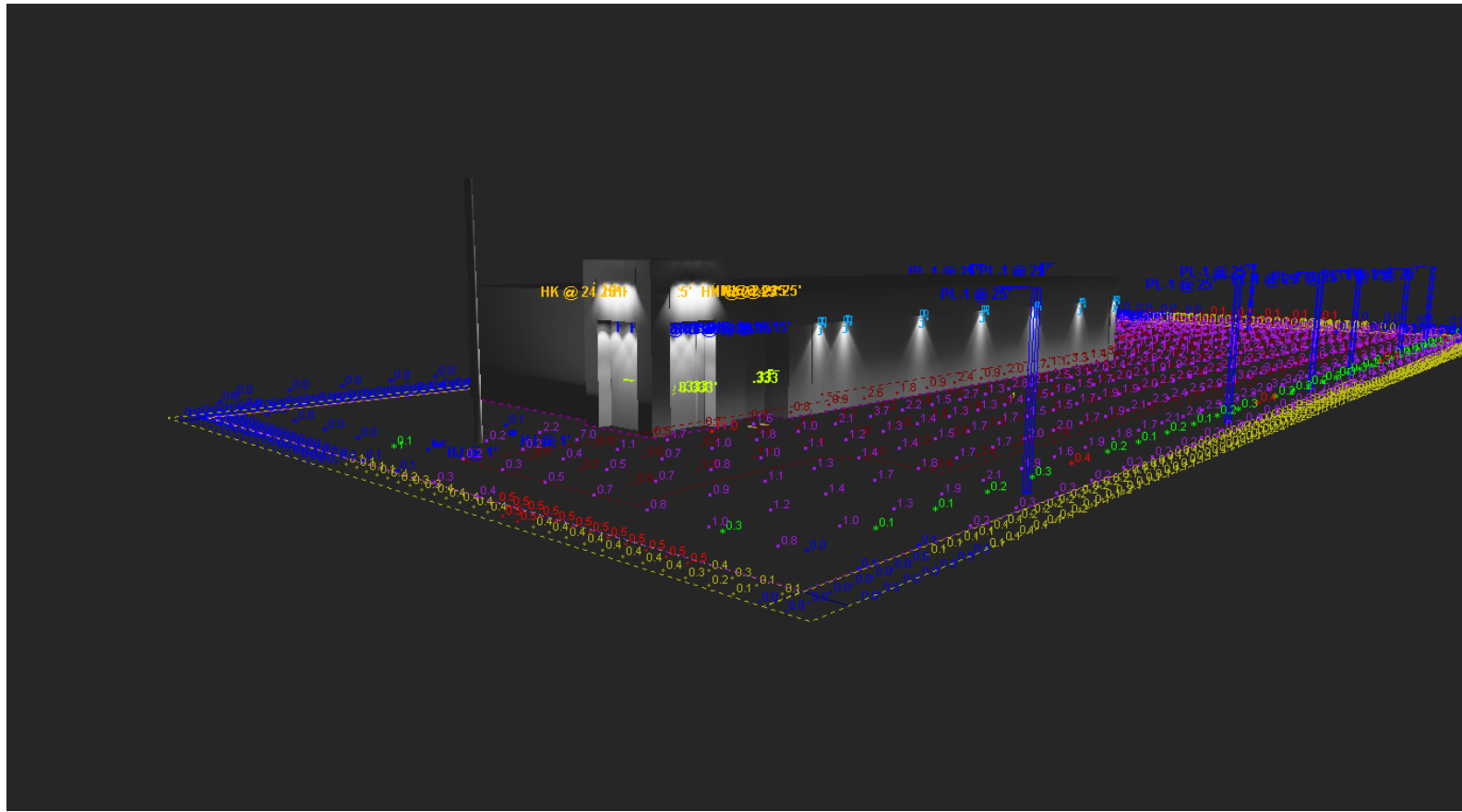
5 6' HEIGHT SCREEN FENCE DETAIL QTY - 138 L.F.



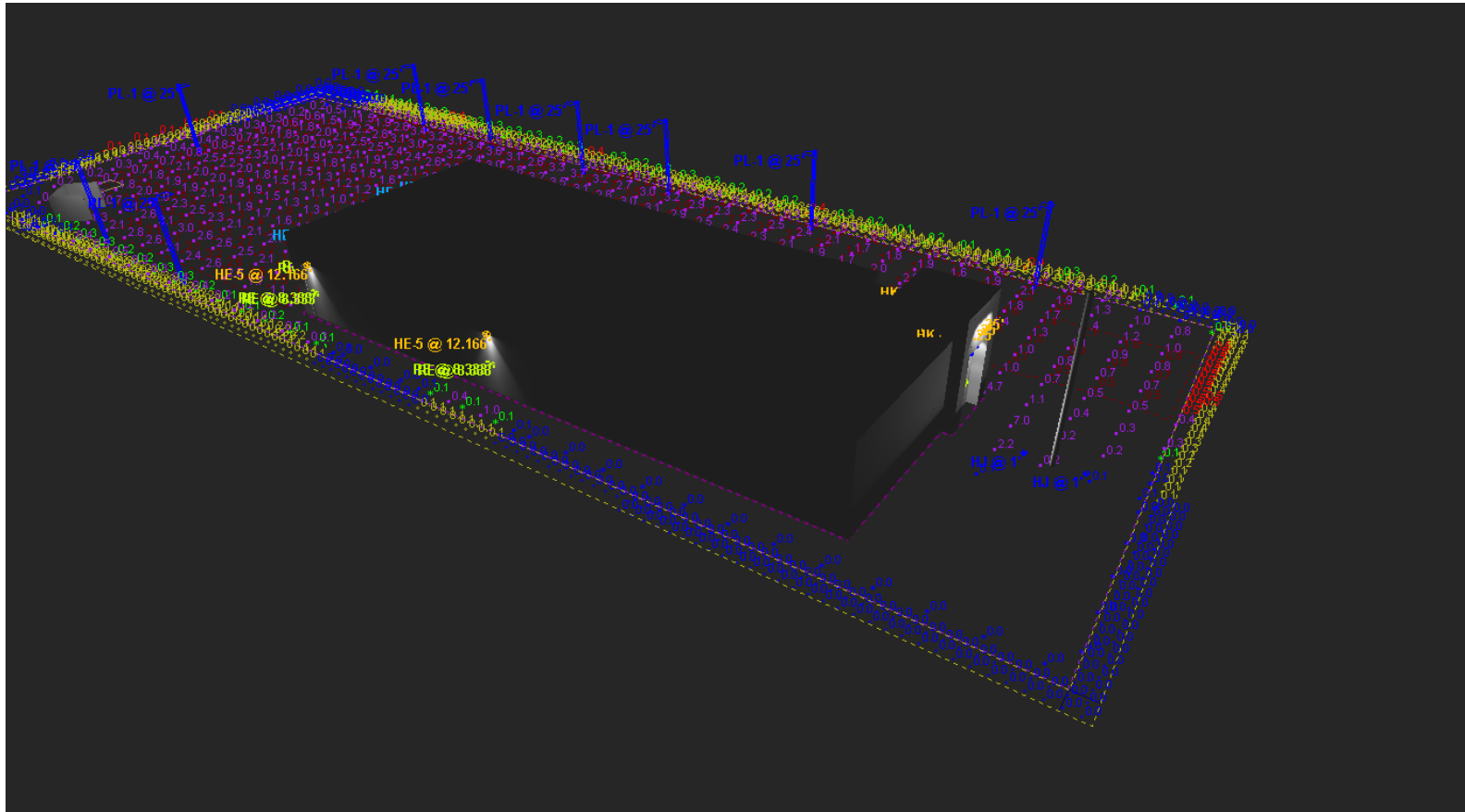
4 PERENNIAL / ANNUAL PLANTING DETAIL NOT TO SCALE



RENDERED PERSPECTIVE VIEW 2



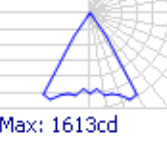
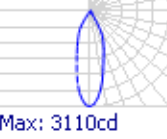
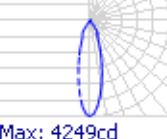
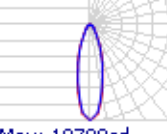
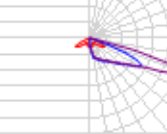
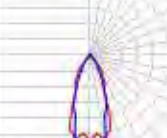
RENDERED PERSPECTIVE VIEW 1



RENDERED PERSPECTIVE VIEW 3

NOTES

- POLE MOUNT LUMINAIRES ARE INTENDED TO BE PLACED ON TOP OF 3'-0" TALL PIER BASE (25' OVERALL HEIGHT). PIER BASES OMITTED IN STUDY.
- TYPE RE REMOTE EMERGENCY HEADS ARE SHOWN FOR REFERENCE, BUT ARE NOT TURNED ON IN NORMAL CALCULATIONS
- PARKING & CIRCULATION AREAS AND WHOLE PROPERTY CALCULATION GRID POINTS SET AT 10'-0" O.C.
- PRO-TECH IS NEITHER LICENSED NOR INSURED TO CERTIFY CODE COMPLIANCE. AS SUCH, CODE COMPLIANCE REVIEW AND CERTIFICATION IF REQUIRED, TO BE PROVIDED BY OTHERS
- OBSTRUCTIONS, CHANGES TO REFLECTANCE VALUES, FIXTURE TYPE, LOCATIONS, LIGHT LOSS FACTORS, LUMEN OUTPUT OR DIMENSIONAL DATA WILL AFFECT ILLUMINATION LEVELS
- PHOTOMETRIC MODELS ARE A MATHEMATICAL APPROXIMATION OF REAL-WORLD LIGHTING APPLICATION RESULTS AND CANNOT ACCOUNT FOR VARIANCES IN TERRAIN, LANDSCAPE, OBSTRUCTIONS OR ATMOSPHERIC CONDITIONS

Schedule											
Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	HB		6	WILLIAMS INDOOR	6DR-TL-120-835-DIM-UNV-OW-OF-CS-WET-CC	6" RND RECESSED LED CAST HOUSING DOWNLIGHT OPEN SEMI-SPEC SPUN ALUMINUM REFLECTOR (WIDE)	1	1699	0.9	19	 Max: 1613cd
	HE-5		2	Liton Lighting Inc	WD1Q340W-L15-B45UC-DUN	4" SQUARE 1 DIRECTION WALL MOUNT	1	1482	0.9	14.62	 Max: 3110cd
	HE-6		9	Liton Lighting Inc	WD1Q360B-L15-B45UC-DUN	6" SQUARE CEILING DOWNLIGHT	1	1609	0.9	14.06	 Max: 4249cd
	HJ		1	NLS LIGHTING	NV-F2-30-32L-80W-40K	LED LUMINAIRE, 30A° NEMA-800ma	1	9657	0.9	80	 Max: 18708cd
	HK		6	TERRALUX VISION3	1401020938-001G MOD-TLM-R20-A-A	LED PAR20 4000K 51 DEGREE BEAM ANGLE	1	1280	0.9	17.6	 Max: 2114cd
	PL-1		9	NLS Lighting	NV-1-T4-48L-7-40K-UNV-HSS	T4 OPTICS WITH BLACK HSS	1	6866	0.9	104	 Max: 7268cd
	RE		0	BEST LIGHTING	LED R1 12 LED	MOLDED WHITE PLASTIC HOUSING, TWO MOLDED WHITE PLASTIC SWIVEL HEAD ASSEMBLIES, EACH HEAD ASSEMBLY CONSISTS OF: MOLDED WHITE PLASTIC HOUSING, ONE CIRCUIT BOARD WITH 12 LEDs, MOLDED PLASTIC REFLECTOR WITH SPECULAR FINISH AND ONE APERTURE PER LED, CLEAR PRISMATIC PLASTIC LENS. ONLY ONE HEAD ASSEMBLY ENERGIZED FOR THIS TEST.	12	5	1	0.788	 Max: 107cd

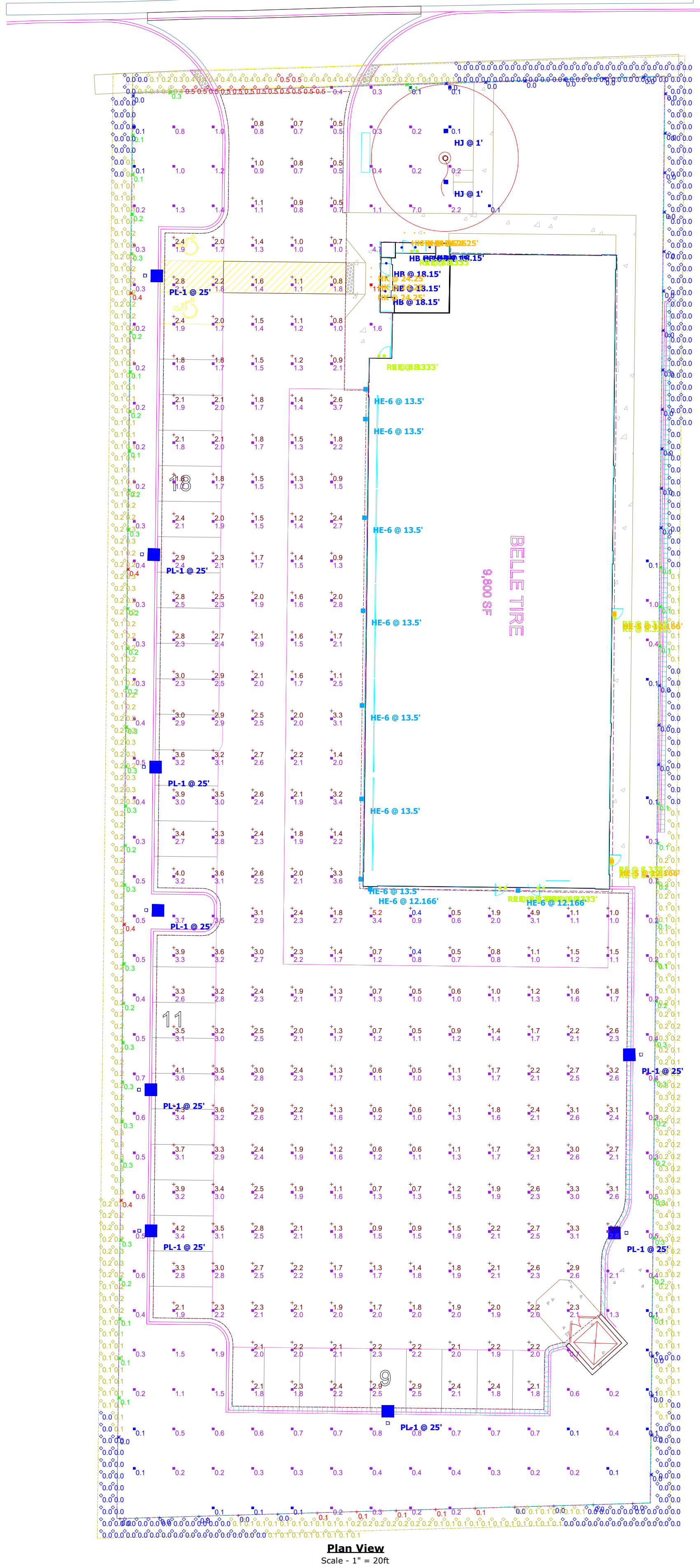


PRINT DATE: 2024.03.28

PARKING LOTS AND PARKING GARAGES Recommended Maintained Illuminance Targets ^(a,b,c,d,e,f)							
Application Task/Area	Horizontal (E _h)				Vertical (E _v)		
	Target E _h @ Height AFF		Uniformity		Target E _v @ Height AFF		Uniformity
	Fc@Ft	Max Avg Min	Ratio	Ratio Basis	Fc@Ft	Max Avg Min	Ratio
PARKING LOTS (and Top Floor of Parking Garages) ^(a)							
Drive Aisles / Parking Areas ^(a,2,3) ANSI/IES RP-8-18 Table 17-2							
All Parking Lots	0.2@0.0	Min	20:1	Max:Min	0.1@5	Min	20:1
Transaction Areas (Pedestrian & Vehicle) ^(a) ANSI/IES RP-8-18 Table 17-2							
General Areas ^(a,4)							
Pre-curfew	0.9@0.0	Min	15:1	Max:Min	0.5@5	Min	15:1
Post-curfew	0.2@0.0	Min	15:1	Max:Min	0.1@5	Min	15:1
Transaction Machines ^(a)							
Pre-curfew					2.8@TS		
Post-curfew					1.4@TS		
APPLICATION TASK/AREA NOTES							
1. Lighting should address drive aisles and adjacent parking with mixed pedestrian and vehicular activity.							
2. Vertical illuminance criteria are measured in the primary directions of vehicular travel, in the center of the drive lane; vertical calculations are to account for the visibility of the pedestrian face and are defined by an imaginary vertical plane oriented perpendicular to the primary direction of vehicular travel. Illuminances on each side of the plane are assessed separately.							
3. Motion sensing should be used to reduce lighting levels when no one is present.							
4. Lighting should address an area extending 3 meters (10 feet) beyond the transaction area in all directions or to curb, property line, or structure, whichever is less.							
5. Vertical illuminance over entire front faces of pay machines. Coordinate with any machine display lighting requirements.							
6. Applies to LZ1 through LZ4. No electric lighting is used in LZ0.							

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
PARKING & CIRCULATION AREA @ 3.5' AGL	+	2.0 fc	5.2 fc	0.4 fc	13.0:1	5.0:1
S PROPERTY LINE @ 3.5' AGL	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A
W, N, E PROPERTY LINE @ 3.5' AGL	✗	0.1 fc	0.4 fc	0.0 fc	N/A	N/A
WHOLE PROPERTY @ 3.5' AGL	■	1.6 fc	11.0 fc	0.1 fc	110.0:1	16.0:1
5' BEYOND PROP LINE @3.5" AGL	◇	0.1 fc	0.5 fc	0.0 fc	N/A	N/A



COMPLIANCE CERTIFICATION - This project has been designed to standards established by the American National Standards Institute (ANSI)/Illuminating Engineering Society (IES), (RP-8-18, Addendum 1 - *Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting*, Chapter 17, table 17-2) recommendations, parking lot footcandle levels and uniformity ratios. Please see the included table for reference.

6DR LED

6° Downlight – Round

Williams

NEW CONSTRUCTION AND REMODEL

FEATURES

- Innovative flush-mount reflector technology
- Available with 100% aluminum finish
- Available with 100% aluminum finish
- Available with 100% aluminum finish

ORDERING EXAMPLE: 6DR-1-L2003S-0PTIONS-DIM-LNW-0W-0°-C-15-TM-TURNING-0-N-1°

FEATURES

- Innovative flush-mount reflector technology
- Available with 100% aluminum finish
- Available with 100% aluminum finish
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ORDERING EXAMPLE: 6DR-1-L2003S-0PTIONS-DIM-LNW-0W-0°-C-15-TM-TURNING-0-N-1°

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TYPE HE-S

CATALOG

PROJECT

WD1Q340W: 4" SQUARE 1-DIRECTION

WALL MOUNT (IP65) 1000LM/1500LM (10W/15W)

FEATURES

- Uniform, low glare illumination
- Single-point LED light source
- Single-point LED light source
- Single-point LED light source

ORDERING EXAMPLE: WD1Q340W-0PTIONS-DIM-LNW-0W-0°-C-15-TM-TURNING-0-N-1°

TYPE HE-6

CATALOG

PROJECT

WD1Q360: 6" SQUARE 1-DIRECTION

WALL MOUNT (IP65) 1000LM-2600LM (10W/15W/22W/30W)

FEATURES

- Uniform, low glare illumination
- Single-point LED light source
- Single-point LED light source
- Single-point LED light source

ORDERING EXAMPLE: WD1Q360-0PTIONS-DIM-LNW-0W-0°-C-15-TM-TURNING-0-N-1°

TYPE NV-F2

CATALOG

PROJECT

NV-F2

THE ULTIMATE FLOOD

FEATURES

- Innovative flush-mount reflector technology
- Available with 100% aluminum finish
- Available with 100% aluminum finish
- Available with 100% aluminum finish

ORDERING EXAMPLE: NV-F2-0PTIONS-DIM-LNW-0W-0°-C-15-TM-TURNING-0-N-1°

TYPE NV-F2

CATALOG

PROJECT

NV-F2 ORDERING GUIDE

Cat#	Optics	No. of LEDs	Watts	Kelvin Temp	Volts
1000	10°	10	10	10	10
1001	15°	15	15	15	15
1002	20°	20	20	20	20
1003	25°	25	25	25	25
1004	30°	30	30	30	30
1005	35°	35	35	35	35
1006	40°	40	40	40	40
1007	45°	45	45	45	45
1008	50°	50	50	50	50
1009	55°	55	55	55	55
1010	60°	60	60	60	60
1011	65°	65	65	65	65
1012	70°	70	70	70	70
1013	75°	75	75	75	75
1014	80°	80	80	80	80
1015	85°	85	85	85	85
1016	90°	90	90	90	90
1017	95°	95	95	95	95
1018	100°	100	100	100	100
1019	105°	105	105	105	105
1020	110°	110	110	110	110
1021	115°	115	115	115	115
1022	120°	120	120	120	120
1023	125°	125	125	125	125
1024	130°	130	130	130	130
1025	135°	135	135	135	135
1026	140°	140	140	140	140
1027	145°	145	145	145	145
1028	150°	150	150	150	150
1029	155°	155	155	155	155
1030	160°	160	160	160	160
1031	165°	165	165	165	165
1032	170°	170	170	170	170
1033	175°	175	175	175	175
1034	180°	180	180	180	180
1035	185°	185	185	185	185
1036	190°	190	190	190	190
1037	195°	195	195	195	195
1038	200°	200	200	200	200
1039	205°	205	205	205	205
1040	210°	210	210	210	210
1041	215°	215	215	215	215
1042	220°	220	220	220	220
1043	225°	225	225	225	225
1044	230°	230	230	230	230
1045	235°	235	235	235	235
1046	240°	240	240	240	240
1047	245°	245	245	245	245
1048	250°	250	250	250	250
1049	255°	255	255	255	255
1050	260°	260	260	260	260
1051	265°	265	265	265	265
1052	270°	270	270	270	270
1053	275°	275	275	275	275
1054	280°	280	280	280	280
1055	285°	285	285	285	285
1056	290°	290	290	290	290
1057	295°	295	295	295	295
1058	300°	300	300	300	300
1059	305°	305	305	305	305
1060	310°	310	310	310	310
1061	315°	315	315	315	315
1062	320°	320	320	320	320
1063	325°	325	325	325	325
1064	330°	330	330	330	330
1065	335°	335	335	335	335
1066	340°	340	340	340	340
1067	345°	345	345	345	345
1068	350°	350	350	350	350
1069	355°	355	355	355	355
1070	360°	360	360	360	360
1071	365°	365	365	365	365
1072	370°	370	370	370	370
1073	375°	375	375	375	375
1074	380°	380	380	380	380
1075	385°	385	385	385	385
1076	390°	390	390	390	390
1077	395°	395	395	395	395
1078	400°	400	400	400	400
1079	405°	405	405	405	405
1080	410°	410	410	410	410
1081	415°	415	415	415	415
1082	420°	420	420	420	420
1083	425°	425	425	425	425
1084	430°	430	430	430	430
1085	435°	435	435	435	435
1086	440°	440	440	440	440
1087	445°	445	445	445	445
1088	450°	450	450	450	450
1089	455°	455	455	455	455
1090	460°	460	460	460	460
1091	465°	465	465	465	465
1092	470°	470	470	470	470
1093	475°	475	475	475	475
1094	480°	480	480	480	480
1095	485°	485	485	485	485
1096	490°	490	490	490	490
1097	495°	495	495	495	495
1098	500°	500	500	500	500
1099	505°	505	505	505	505
1100	510°	510	510	510	510
1101	515°	515	515	515	515
1102	520°	520	520	520	520
1103	525°	525	525	525	525
1104	530°	530	530	530	530
1105	535°	535	535	535	535
1106	540°	540	540	540	540
1107	545°	545	545	545	545
1108	550°	550	550	550	550
1109	555°	555	555	555	555
1110	560°	560	560	560	560
1111	565°	565	565	565	565
1112	570°	570	570	570	570
1113	575°	575	575	575	575
1114	580°	580	580	580	580
1115	585°	585	585	585	585
1116	590°	590	590	590	590
1117	595°	595	595	595	595
1118	600°	600	600	600	600
1119	605°	605	605	605	605
1120	610°	610	610	610	610
1121	615°	615	615	615	615
1122	620°	620	620	620	620
1123	625°	625	625	625	625
1124	630°	630	630	630	630
1125	635°	635	635	635	635
1126	640°	640	640	640	640
1127	645°	645	645	645	645
1128	650°	650	650	650	650
1129	655°	655	655	655	655
1130	660°	660	660	660	660
1131	665°	665	665	665	665
1132	670°	670	670	670	670
1133	675°	675	675	675	675
1134	680°	680	680	680	680
1135	685°	685	685	685	685
1136	690°	690	690	690	690
1137	695°	695	695	695	695
1138	700°	700	700	700	700
1139	705°	705	705	705	705
1140	710°	710	710	710	710
1141	715°	715	715	715	715
1142	720°	720	720	720	720
1143	725°	725	725	725	725
1144	730°	730	730	730	730
1145	735°	735	735	735	735
1146	740°	740	740	740	740
1147	745°	745	745	745	745
1148	750°	750	750	750	750
1149	755°	755	755	755	755
1150	760°	760	760	760	760
1151	765°	765	765	765	765
1152	770°	770	770	770	770
1153	775°	775	775	775	775
1154	780°	780	780	780	780
1155	785°	785	785	785	785
1156	790°	790	790	790	790
1157	795°	795	795	795	795
1158	800°	800	800	800	800
1159	805°	805	805	805	805
1160	810°	810	810	810	810
1161	815°	815	815	815	815
1162	820°	820	820	820	820
1163	825°	825	825	825	825
1164	830°	830	830	830	830
1165	835°	835	835	835	835
1166	840°	840	840	840	840
1167	845°	845	845	845	845
1168	850°	850	850	850	850
1169					

A

B

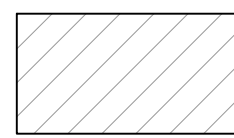
C

D

E

F

MEZZANINE CALCULATIONS



SHADING INDICATES AREA OF MAIN FLOOR TO WHICH MEZZANINE IS OPEN:
5,835 SQUARE FEET

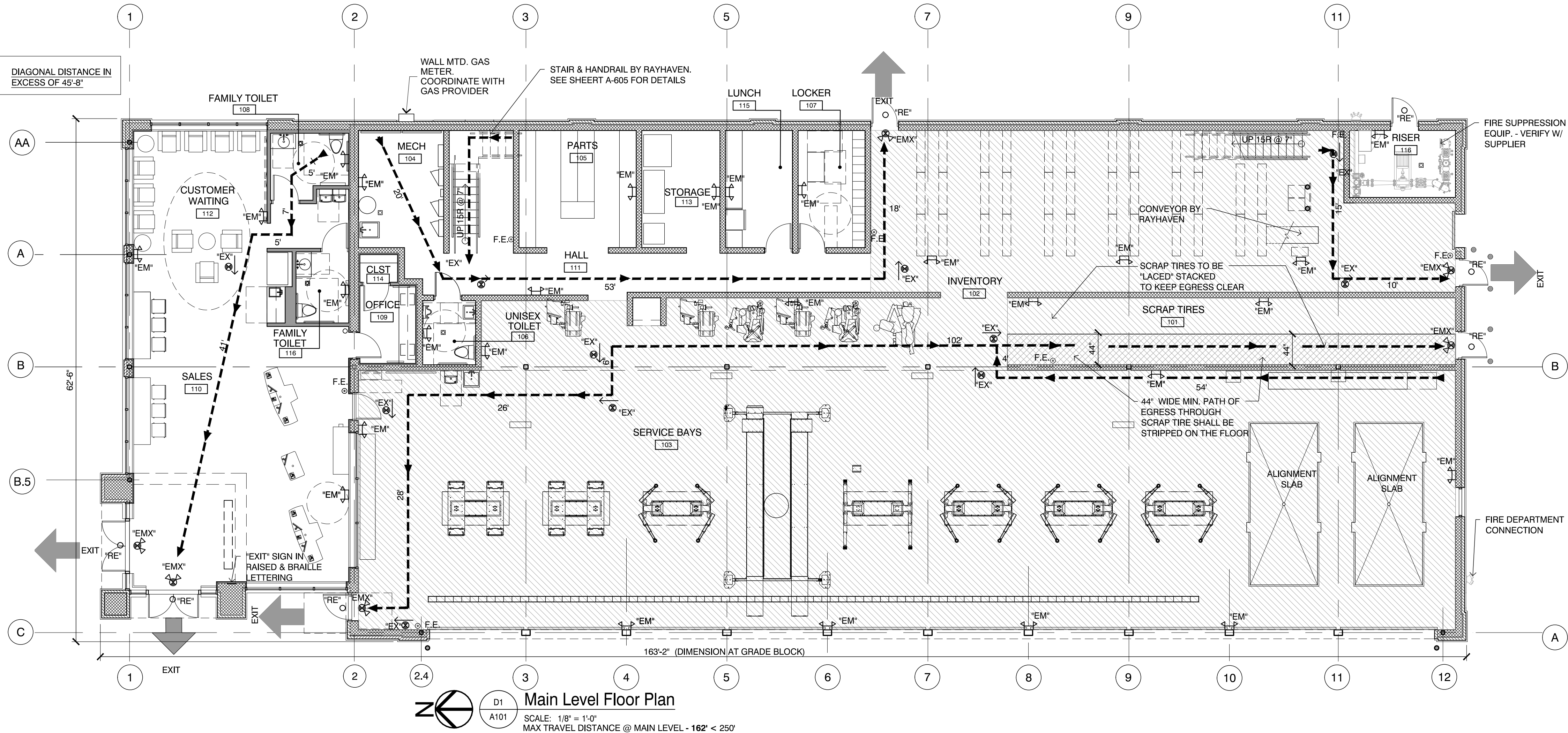
PER 2021 IBC SECTION 505.2.1 (EXCEPTION 2) THE AGGREGATE AREA OF MEZZANINES IN BUILDINGS AND STRUCTURES OF TYPE I OR TYPE II CONSTRUCTION SHALL BE NOT GREATER THAN ONE-HALF OF THE FLOOR AREA OF THE ROOM IN BUILDINGS AND STRUCTURES EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM...

6,263 SQUARE FEET / 2 = 3,131.5 SQUARE FEET OF TOTAL ALLOWABLE MEZZANINE AREA

2,939 S.F. (PROPOSED MEZZANINE) < 3,131.5 S.F. PROPOSED AREA COMPLIES

FIRE EXTINGUISHER - F.E.

- NOTED AS "F.E." - SEE FLOOR PLAN
- 10 LB. ABC DRY CHEMICAL, CLASS A/B/C EXTINGUISHER
- FOR USE ON CLASS A (ORDINARY COMBUSTIBLES), CLASS B (FLAMMABLE LIQUID) SPILLS OR FIRES INVOLVING LIVE ELECTRICAL EQUIPMENT (CLASS C)
- 20 SEC. DISCHARGE TIME
- ALL METAL VALVE CONSTRUCTION, ALUMINUM VALVE
- WALL MOUNTED



TYPICAL NOTE:
1.) IBC 2021- 1013 - EXIT SIGNS - PROVIDE EXIT SIGNS IN ACCORDANCE WITH THE SECTION AND AS OTHERWISE REQ'D PER FIELD INSPECTION. ADDITIONAL EXIT SIGNS MAY BE REQ'D BASED UPON FIELD INSPECTION.

2.) IBC 2021 -1008 - MEANS OF EGRESS ILLUMINATION: - PROVIDE GENERAL EGRESS LIGHTING AND INTERIOR/EXTERIOR EMERGENCY LIGHTS IN ACCORDANCE WITH THE SECTION, 2014 NEC ARTICLE 700-16 AND AS OTHERWISE REQ'D PER FIELD INSPECTION. ADDITIONAL MEANS OF EGRESS ILLUMINATION MAY BE REQ'D BASED UPON FIELD INSPECTION.

3.) FIRE SUPPRESSION LINES UNDER MEZZANINE ARE TO BE HELD AS HIGH AS POSSIBLE

4.) EMERGENCY LIGHTING SHALL BE PLACED IN ALL WASHROOMS, CHANGING ROOMS, ETC

5.) EMERGENCY LIGHTING SHALL BE PLACED IN ALL WASHROOMS, CHANGING ROOMS, ETC.

Seal of Christopher Vincent Enright, Licensed Architect, State of Illinois. Project information for Belle Tire Villa Park, IL, including address (201 E North Ave.), phone number (248.330.9395), and email (centright@contourlandgroup.com).

Project: Belle Tire Villa Park, IL
201 E North Ave.
Villa Park IL 60181

Sheet: Floor Plan

Issued for: February 2, 2024 Village-IDOT Submittal
March 29, 2024 Village-IDOT Resubmittal

Project Number: 23-410
Sheet Number

A101



Seal

REGISTERED ARCHITECT

CHRISTOPHER VINCENT ENRIGHT

001-024653

STATE OF ILLINOIS

Christopher Vincent Enright

CONTOUR

DESIGN • ENGINEERING

628 Parent Avenue Suite 100 Royal Oak, MI 48067 TEL: 248.330.9395 cenright@contourlandgroup.com

Consultant

Project

Belle Tire Villa Park, IL

201 E North Ave. Villa Park IL 60181

Sheet

Building Elevations

Issued for

February 2, 2024 Village-IDOT Submittal

March 29, 2024 Village-IDOT Resubmittal

April 19, 2024 Village Resubmittal

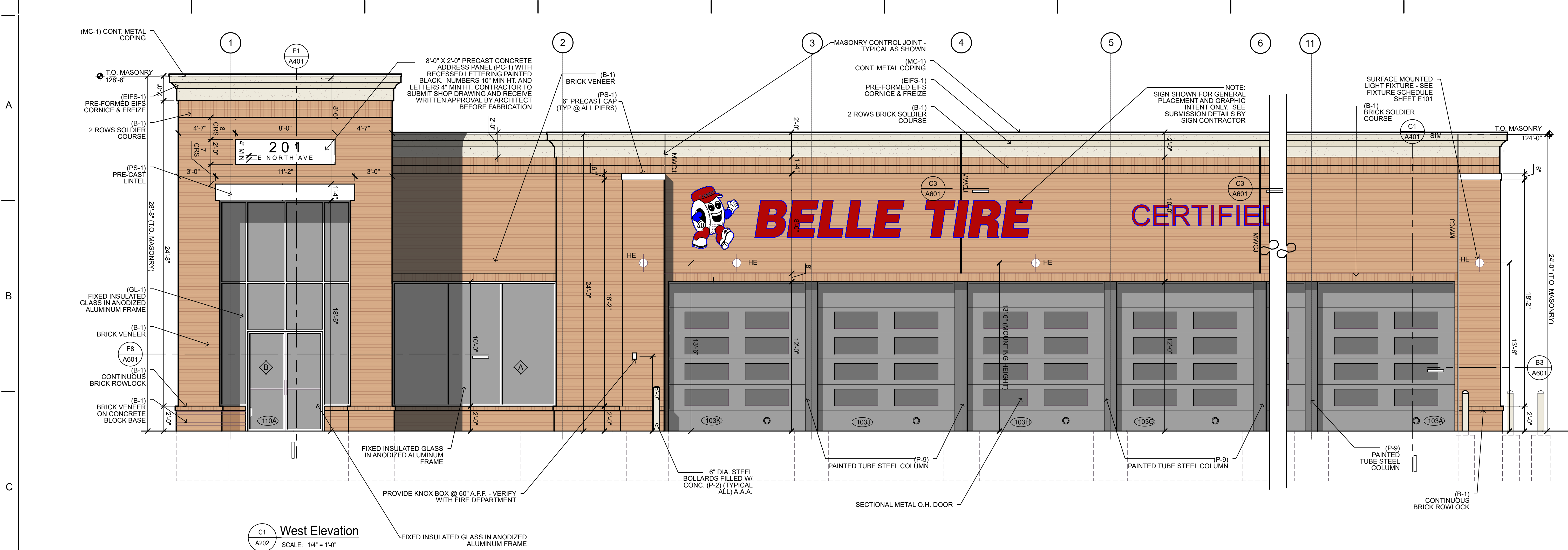
Project Number

23-410

Sheet Number

A201

Page 89 of 322



C1
A202
West Elevation
SCALE: 1/4" = 1'-0"



F1
A202
North Elevation
SCALE: 1/4" = 1'-0"

MATERIALS:		
MARK	MATERIAL	DESCRIPTION
EIFS-1	E.I.F.S.	STO-STOLIT 1.0 MOONLIT SAND 10611-64
B-1	FACE BRICK	HEARTLAND WOODBURY BY GLEN-GERY BRICK CO.
GB-1	GLAZED BLOCK	TRENWYTH ASTRA-GLAZE-SW + SERIES -COLOR = FIRESTONE RED
GL	GLAZING SYSTEM	GLAZING: 1" INSUL - PPG SOLARBRAND 60 SOLAR CONTROL LOW 'E' CLEAR, LOW REFLECTIVE INSULATING GLASS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP. PROVIDE TEMPERED GLASS AS REQUIRED
MC-1	COPING	DURO-LAST 2 PIECE SNAP-ON METAL FASCIA - KYNAR FINISH - COLOR TO MATCH EIFS
PS-1	COPING	PRE-CAST CONCRETE STONE - BUFF SUBMIT SAMPLE FOR ARCHITECT'S APPROVAL
P-1	PAINT	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL PRATT & LAMBERT / #7666 GRAY MATTERS SHERWIN WILLIAMS
P-2	PAINT	GRENADIER RED - PRATT & LAMBERT
P-3	PAINT	PAINT TO MATCH EIFS
P-4	PAINT	DRYFALL - BRILLIANT WHITE
P-5	PAINT	GENERAL WHITE - INDUSTRIAL ENAMEL PRATT & LAMBERT
P-7	PAINT	BLACK SEMI-GLOSS - ALL MANUFACTURERS
P-8	PAINT	HC-75 MARYVILLE BROWN SHERWIN WILLIAMS - SW7047 "PORPOISE"
P-9	PAINT	

Seal

CHARTERED ARCHITECT

CHRISTOPHER VINCENT ENRIGHT

001-024653

STATE OF ILLINOIS

Christopher Vincent Enright

628 Parent Avenue

Suite 100

Royal Oak, MI 48067

TEL: 248.330.9395

cenright@contourandgroup.com

Consultant

Project

Belle Tire
Villa Park, IL

201 E North Ave.
Villa Park IL 60181

Sheet

Building Elevations

Issued for

February 2, 2024 Village-IDOT Submittal

March 29, 2024 Village-IDOT Resubmittal

April 19, 2024 Village Resubmittal

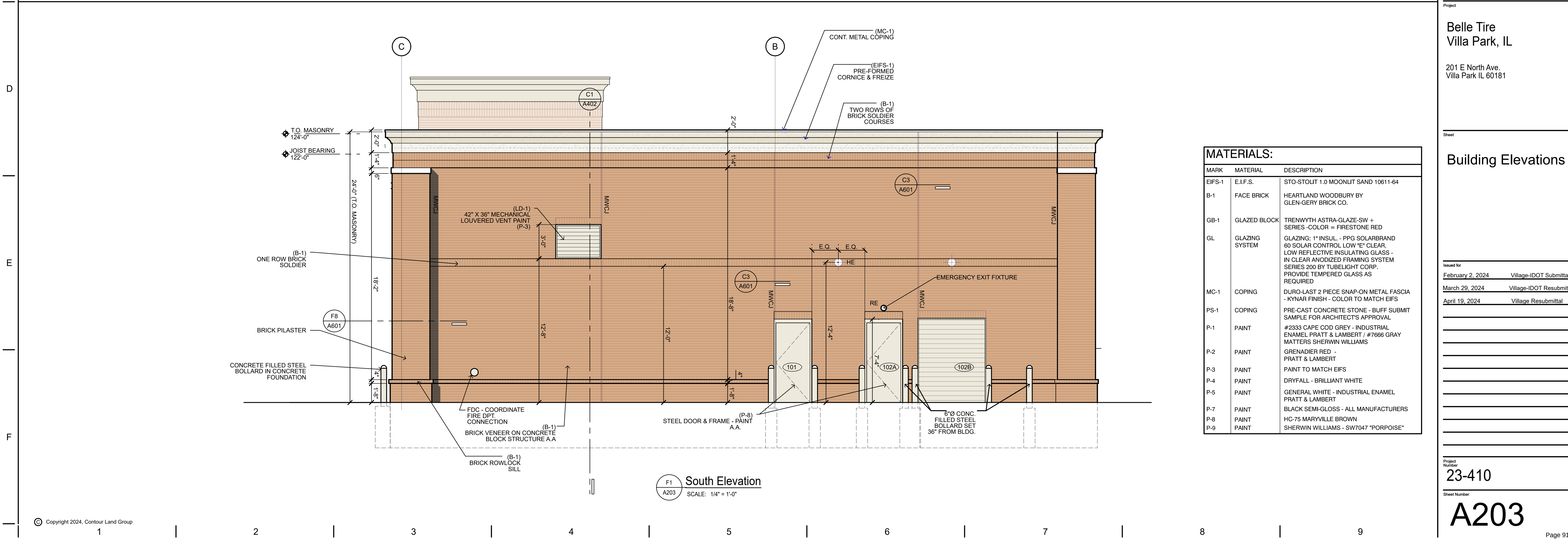
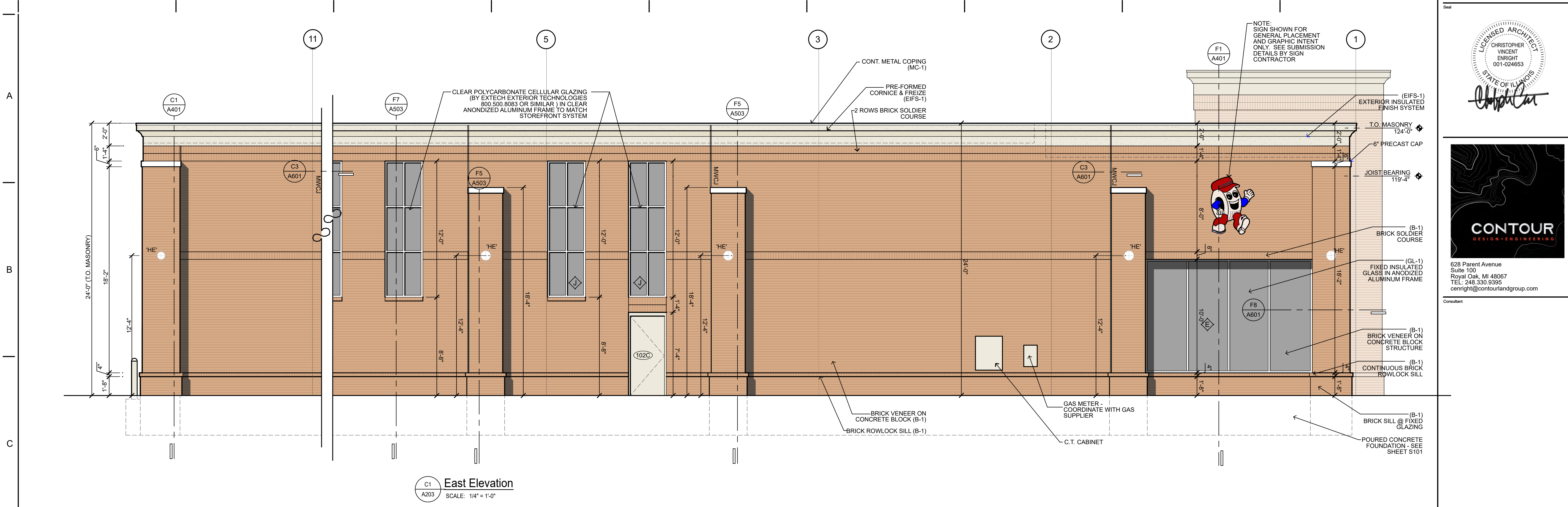
Project Number

23-410

Sheet Number

A202

Page 90 of 322



Seal

CHARTERED ARCHITECT

CHRISTOPHER VINCENT ENRIGHT

001-024653

STATE OF ILLINOIS

Christopher Vincent Enright

CONTOUR

DESIGN • ENGINEERING

628 Parent Avenue Suite 100 Royal Oak, MI 48067 TEL: 248.330.9395 cenright@contourlandgroup.com

Consultant

Project

Belle Tire Villa Park, IL

201 E North Ave. Villa Park IL 60181

Sheet

Building Elevations

Issued for

February 2, 2024 Village-IDOT Submittal

March 29, 2024 Village-IDOT Resubmittal

April 19, 2024 Village Resubmittal

Project Number

23-410

Sheet Number

A203

Page 91 of 322

A

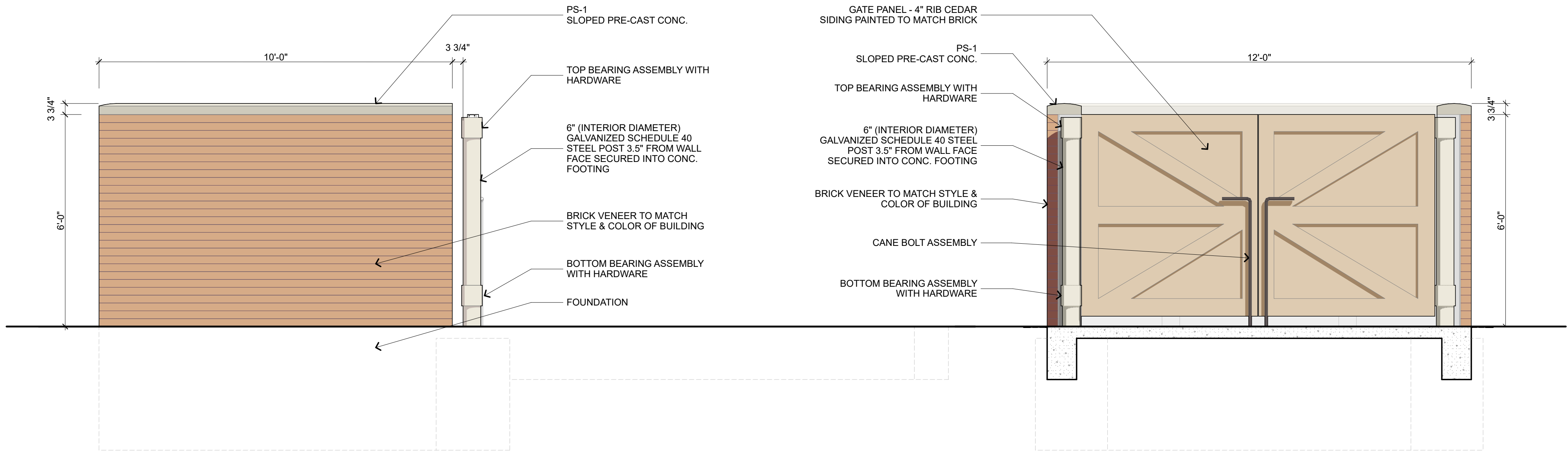
B

C

D

E

F

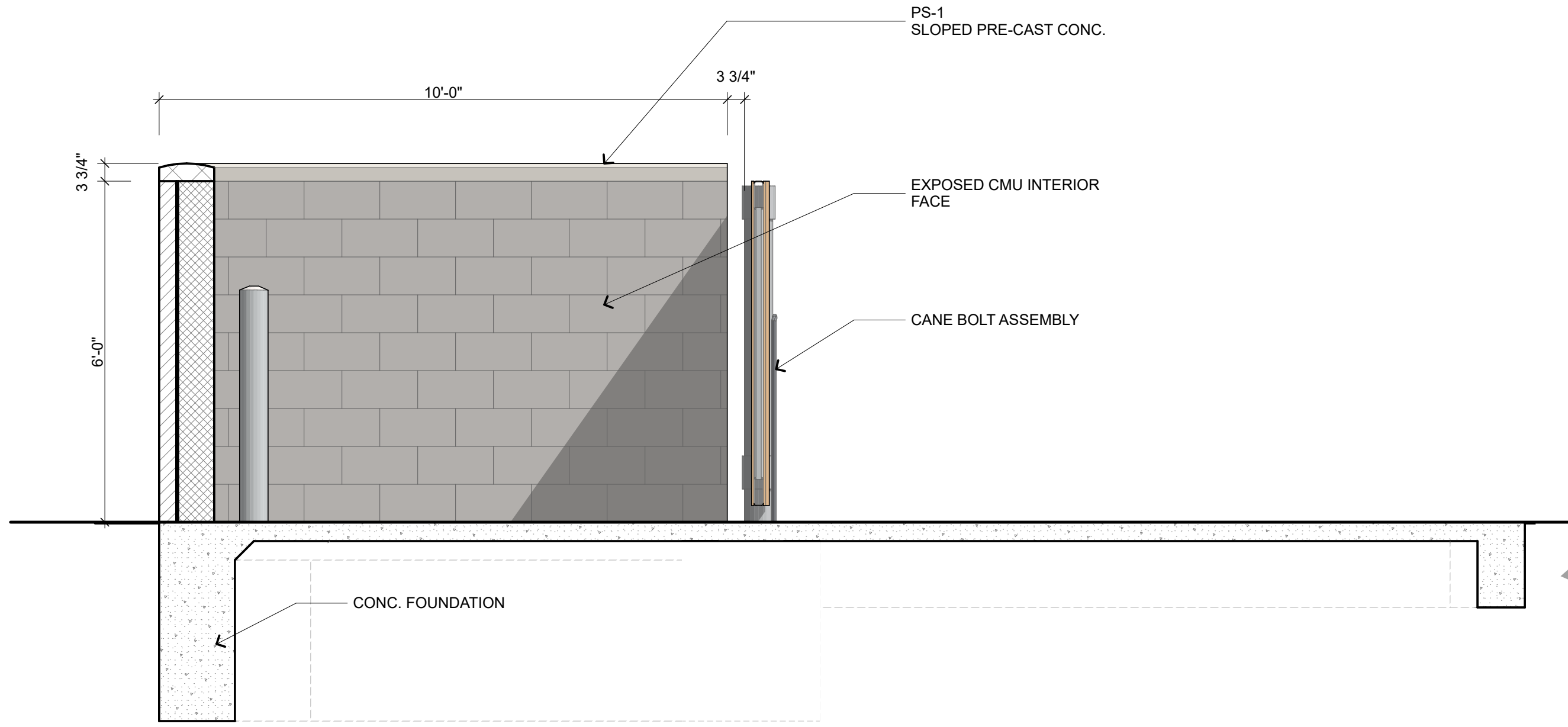


C1 Side Elevation
A204 SCALE: 1/2" = 1'-0"

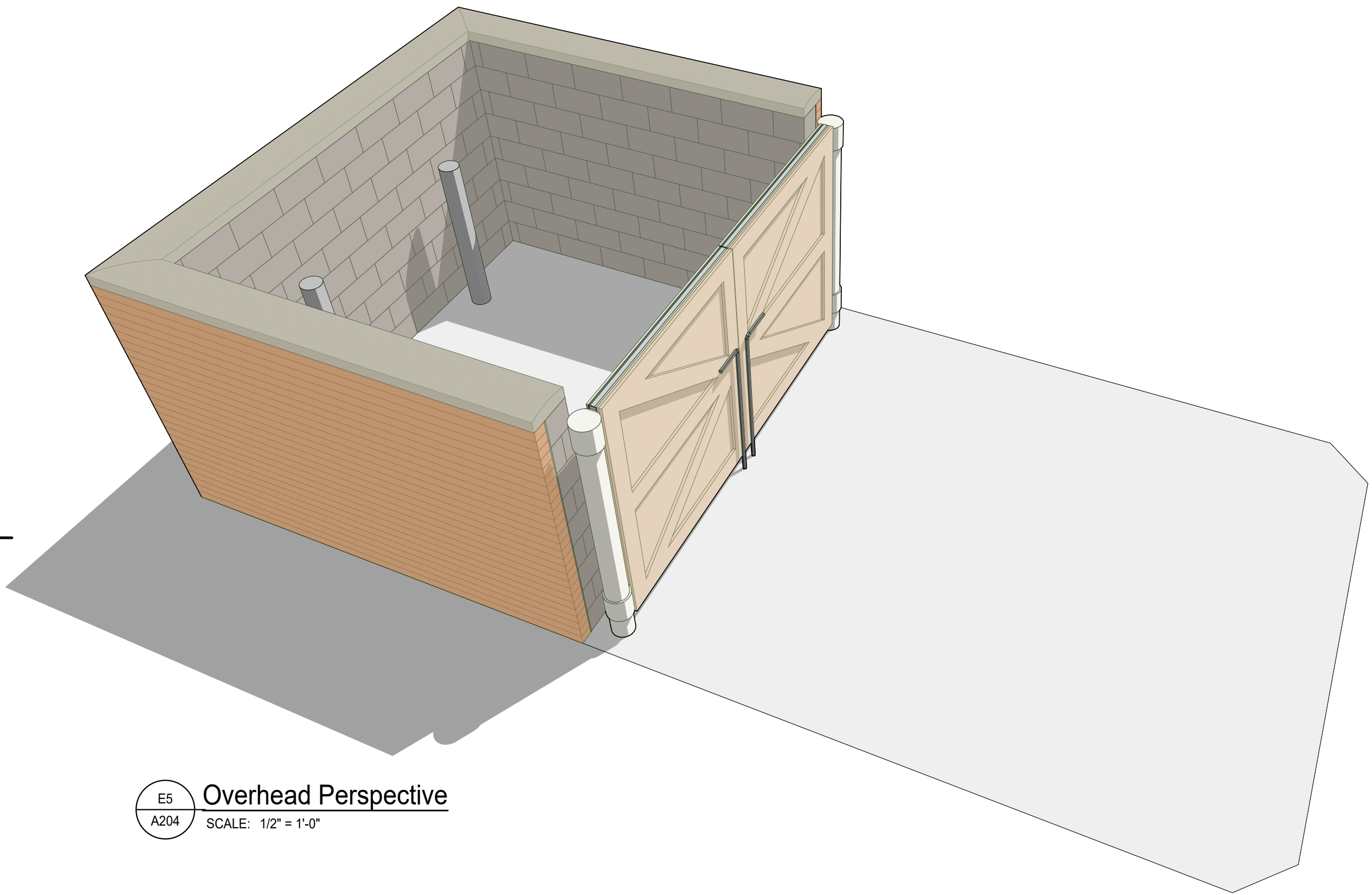
C5 Front Elevation
A204 SCALE: 1/2" = 1'-0"

MATERIALS:		
MARK	MATERIAL	DESCRIPTION
EIFS-1	E.I.F.S.	STO-STOLIT 1.0 MOONLIT SAND 10611-64
B-1	FACE BRICK	HEARTLAND WOODBURY BY GLEN-GERY BRICK CO.
GB-1	GLAZED BLOCK	TRENWYTH ASTRA-GLAZE-SW + SERIES -COLOR = FIRESTONE RED
GL	GLAZING SYSTEM	GLAZING: 1" INSUL. - PPG SOLARBRAND 60 SOLAR CONTROL LOW "E" CLEAR, LOW REFLECTIVE INSULATING GLASS - IN CLEAR ANODIZED FRAMING SYSTEM SERIES 200 BY TUBELIGHT CORP. PROVIDE TEMPERED GLASS AS REQUIRED
MC-1	COPING	DURO-LAST 2 PIECE SNAP-ON METAL FASCIA - KYNAR FINISH - COLOR TO MATCH EIFS
PS-1	COPING	PRE-CAST CONCRETE STONE - BUFF SUBMIT SAMPLE FOR ARCHITECT'S APPROVAL
P-1	PAINT	#2333 CAPE COD GREY - INDUSTRIAL ENAMEL PRATT & LAMBERT / #7666 GRAY MATTERS SHERWIN WILLIAMS
P-2	PAINT	GRENADIER RED - PRATT & LAMBERT
P-3	PAINT	PAINT TO MATCH EIFS
P-4	PAINT	DRYFALL - BRILLIANT WHITE
P-5	PAINT	GENERAL WHITE - INDUSTRIAL ENAMEL PRATT & LAMBERT
P-7	PAINT	BLACK SEMI-GLOSS - ALL MANUFACTURERS
P-8	PAINT	HC-75 MARYVILLE BROWN
P-9	PAINT	SHERWIN WILLIAMS - SW7047 "PORPOISE"

Note: The opacity of all materials used on the dumpster enclosure shall be zero



E1 Section
A204 SCALE: 1/2" = 1'-0"



E5 Overhead Perspective
A204 SCALE: 1/2" = 1'-0"



628 Parent Avenue
Suite 100
Royal Oak, MI 48067
TEL: 248.330.9395
centright@contourlandgroup.com

Consultant

Project

Belle Tire
Villa Park, IL

201 E North Ave.
Villa Park IL 60181

Sheet

Dumpster

Issued for

February 2, 2024 Village-IDOT Submittal

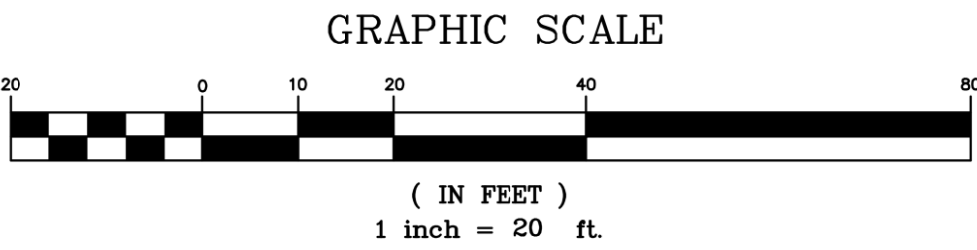
Project Number

23-410

Sheet Number

A204

ALTA/NSPS LAND TITLE
AND TOPOGRAPHIC SURVEY



GRID NORTH

LINE LEGEND

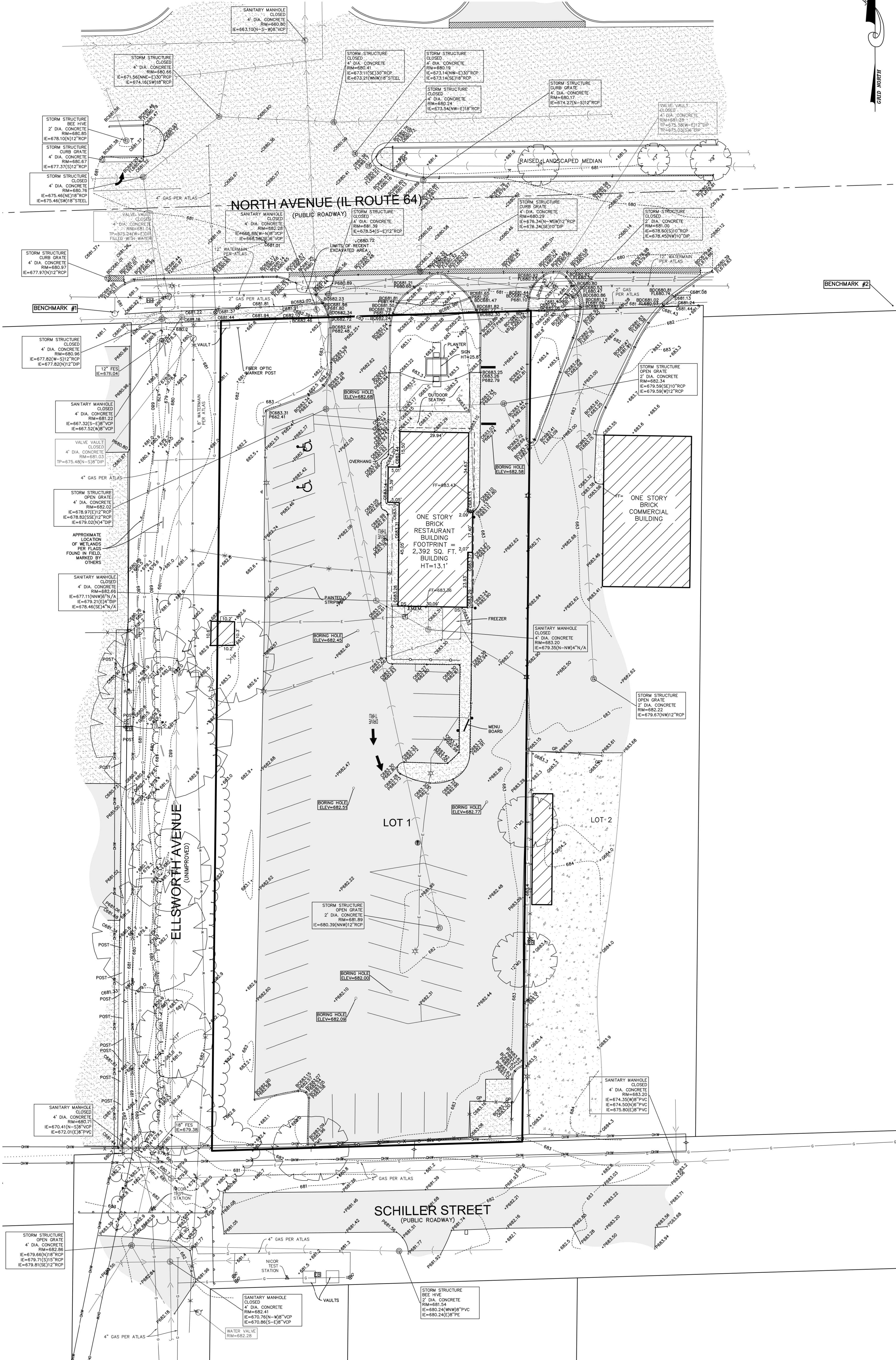
— LIMITS OF LAND PER
— LEGAL DESCRIPTION
— ADJACENT LAND
— PARCEL LINE
— EASEMENT LINE
— CENTERLINE
— BUILDING SETBACK LINE
— SECTION LINE
— EXISTING CONTOUR

ABBREVIATIONS

O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
TF = TOP OF FOUNDATION
FF = FINISHED FLOOR
FES = FLARED END SECTION
VCP = VITRIFIED CLAY PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
(R) = RECORD BEARING OR DISTANCE
(M) = MEASURED BEARING OR DISTANCE
(C) = CALCULATED BEARING OR DISTANCE
(D) = DEED BEARING OR DISTANCE
N = NORTH
S = SOUTH
E = EAST
W = WEST
A = ARC LENGTH
R = RADIUS
CH = CHORD
CB = CHORD BEARING
B.S.L. = BUILDING SETBACK LINE
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.U. & D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
BC = BACK OF CURB
BDC = BACK OF DEPRESSION
FL = FLOW LINE
C = CONCRETE
P = PAVEMENT
G = GRAVEL
EW = EDGE OF WALK
TW = TOP OF WALL
TP = TOP OF PIPE
IE = INVERT ELEVATION
PL = PROPERTY LINE
DS = DOWN SPOUT
S.F. = SQUARE FEET
SL = SHORE LINE
TSF = TRANSFORMER
B = PAVERS

LEGEND

FOUND 7/8" O.D.I.P.
● UNLESS OTHERWISE NOTED
(HELD LOCATION)
+ CONCRETE MONUMENT
+ CROSS IN CONCRETE
⊙ MANHOLE
⊙ STORM STRUCTURE
⊙ SANITARY MANHOLE
⊙ CLEANOUT
⊙ FLARED END SECTION
⊙ TRANSFORMER PAD
⊙ ELECTRIC MANHOLE
⊙ ELECTRIC BOX
⊙ ELECTRIC PEDESTAL
⊙ ELECTRIC MARKER
⊙ ELECTRIC METER
⊙ UTILITY POLE
⊙ UTILITY POLE W/LIGHT
⊙ UTILITY POLE W/TSF
⊙ GUY POLE
⊙ OVERHEAD TRAFFIC SIGNAL
⊙ TRAFFIC SIGNAL MANHOLE
⊙ LIGHT
⊙ LIGHT POLE
⊙ HAND HOLE
⊙ VALVE VAULT
⊙ FIRE HYDRANT
⊙ IRRIGATION CONTROL VALVE
⊙ POST INDICATOR VALVE
⊙ SIAMSE WATER CONNECTION
⊙ WATER MARKER
⊙ WATER METER
⊙ VALVE BOX
⊙ B/BOX
⊙ SPRINKLER CONTROL VALVE
⊙ TELEPHONE MANHOLE
⊙ TELEPHONE NETWORK INTERFACE
⊙ COMMUNICATION MARKER
⊙ COMMUNICATION PEDESTAL
⊙ CABLE TELEVISION PEDESTAL
⊙ CONTROL BOX
⊙ WETLAND FLAG
⊙ GAS METER
⊙ GAS VALVE
⊙ GAS MARKER
⊙ DOWN SPOUT
⊙ BORING HOLE
⊙ MONITORING WELL
⊙ GATE POST
⊙ BOLLARD POLE
⊙ SIGN
⊙ FLAG POLE
⊙ MAILBOX
⊙ SANITARY SEWER
⊙ STORM SEWER
⊙ WATER MAIN
⊙ GAS MAIN
⊙ ELECTRIC LINE
⊙ OVERHEAD WIRES
⊙ COMMUNICATION LINE
⊙ FIBER OPTIC LINE
⊙ CONIFEROUS TREE
⊙ W/APPROX. DIAMETER
⊙ DECIDUOUS TREE
⊙ W/APPROX. DIAMETER
⊙ MS= MULTI-STEM
(DRIP LINE SHOWN IS APPROXIMATE)
⊙ TREE LINE
⊙ ELEVATION
⊙ BITUMINOUS PAVEMENT
⊙ CONCRETE SURFACE
⊙ DEPRESSED CURB
⊙ GRAVEL SURFACE
⊙ LANDSCAPE AREA
⊙ STONE SURFACE
⊙ DETECTABLE TACTILE
⊙ WARNING SURFACE
⊙ BRICK PAVERS
⊙ WOOD FENCE
⊙ CHAIN LINK FENCE
⊙ METAL FENCE
⊙ METAL GUARDRAIL
⊙ OVERHEAD TRAFFIC
⊙ ARM



J:\PSDATA\2023 PROJECTS\23.0163\23.0163 LTS TOPO.DWG

COMPASS
SURVEYING LTD

ALTA SURVEYS • TOPOGRAPHY • CONSTRUCTION STAKING

2631 GINGER WOODS PARKWAY, STE. 100
AURORA, IL 60502

PHONE: (630) 820-9100 FAX: (630) 820-7030 EMAIL: ADMIN@CLSURVEYING.COM

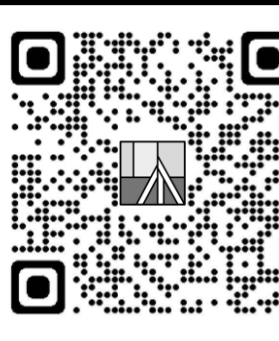
PROJECT

BELLE TIRE
231 E. NORTH AVENUE
VILLA PARK

CLIENT

CONTOUR LAND GROUP
628 E. PARENT AVENUE, SUITE 100
ROYAL OAK, MI 48067

NO.	REVISIONS	DATE	BY
1.	PER EMAIL DATED 9/1/2023	9/26/23	BT
2.	ADD WETLANDS FLAGS	12/11/23	BT





MEMORANDUM

TO: Village Board of Trustees
FROM: Marc McLaughlin, Director
DATE: February 10, 2025
SUBJECT: An Ordinance Approving a Redevelopment Agreement with Marquette Real Estate Investments LLC for The Union at 100-110 S Villa Ave.

RECOMMENDED ACTION:

This is an Ordinance that authorizes a Redevelopment Agreement for The Union development located at 100 S Villa Ave. Within the document it also establishes the terms for purchase and sale of the property to the developer and states that zoning will be granted, bonds will be sold, and permits will be issued. Approval of this Ordinance, is approval of The Union development and insures approval of all subsequent authorizing Ordinances. The Economic Development Commission voted unanimously to recommend approval of the RDA at their January 15, 2025 meeting.

BACKGROUND:

The Redevelopment Agreement provides a series of milestones that need to be met so the Village as assurances that project is on track. Examples of the milestones are Closing Contingencies; secure zoning rights, open construction loan in escrow, have permits issued, before authorizing Bond sale. Once all Closing Contingencies have been met, the Village will convey title of the property. At that time, permits will be in hand, bonds will be sold, and the project will be fully funded.

DISCUSSION:

The Redevelopment Agreement authorizes the rights to construct a mixed-use complex on the property, to be known as "The Union Apartments", that will include approximately 238 apartments, not less than 7,000 sq. ft. of commercial space fronting along Villa Avenue, and a two-story parking deck that will include 406 total parking spaces (inclusive of 10 motorcycle parking spaces), of which will include 94 contiguous, surface level parking spaces which shall be designated as public parking spaces, with a total cost of approximately \$85,800,000.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT BY AND BETWEEN MARQUETTE REAL ESTATE INVESTMENTS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, TO BE ASSIGNED TO A SINGLE PURPOSE ENTITY TO BE CREATED IN WHICH THE PRINCIPALS OF MARQUETTE REAL ESTATE INVESTMENTS, LLC WILL BE SOME OF THE PRINCIPALS OF THE NEW ENTITY AND WILL BE THE MANAGER OR THE MANAGING MEMBER OF THE NEW ENTITY AND THE VILLAGE OF VILLA PARK, ILLINOIS

WHEREAS, the Village of Villa Park, Illinois (the “Village”) desires to enter into a redevelopment agreement (the “Agreement”) with Marquette Real Estate Investments, LLC, an Illinois limited liability company, to be assigned to a single purpose entity to be created in which the principals of Marquette Real Estate Investments, LLC will be some of the principals of the new entity and will be the Manager or the Managing Member of the new entity (the “Developer”) for purposes of acquiring and redeveloping a parcel of Village-owned property located in the St. Charles Road Commercial Corridor Tax Increment Financing Redevelopment Project Area (the “Redevelopment Property”), with approximately 238 apartments, not less than 7,000 square feet of commercial space, and a two-story parking deck that will include 406 total spaces of which 94 will be designated as public parking spaces and other related site improvements; and

WHEREAS, on January 24, 2025, pursuant to Section 11-74.4-4(c) of the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*) (the “Act”), the Village published a notice requesting alternate proposals for the redevelopment of the Redevelopment Property and did place a draft of the Agreement on file for review in the Office of the Village Clerk; and

WHEREAS, the Village did not receive any alternate proposals for the redevelopment of the Redevelopment Property; and

WHEREAS, the Corporate Authorities of the Village find it is in the best interests of the Village to enter into the Agreement.

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. That the foregoing recital clauses to this Ordinance are adopted as the findings of the Corporate Authorities of the Village of Villa Park and are incorporated herein by specific reference.

Section 2. That upon receipt from the Developer of four (4) executed copies of the Agreement, the Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest to, the Agreement in substantially the form of such Agreement appended to this Ordinance as Exhibit A, with such changes therein as shall be approved by the officials of the Village executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section 3. That the officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to carry out the intent and purpose of this Ordinance and of the Agreement.

Section 4. That this Ordinance shall be in full force and effect upon and after its passage in the manner provided by law.

ADOPTED this 10th day of February, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of February, 2025.

Nick Cuzzone, Village President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this 10th day of February, 2025.

Hosanna Korynecky, Village Clerk of the
Village of Villa Park, DuPage County, Illinois

EXHIBIT A
REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (“*Agreement*”) is entered into this ____ day of _____, 2025 (“*Effective Date*”) between MARQUETTE REAL ESTATE INVESTMENTS, LLC, an Illinois limited liability company, to be assigned to a single purpose entity to be created in which the principals of Marquette Real Estate Investments, LLC will be some of the principals of the new entity and will be the Manager or the Managing Member of the new entity (the “*Developer*”), and the VILLAGE OF VILLA PARK, ILLINOIS, an Illinois municipal corporation (the “*Village*”) (the Developer and the Village are collectively referred to as the “*Parties*”).

RECITALS:

A. WHEREAS, the Village is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois and the laws of the state; and

B. WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and to otherwise further the best interests of the Village; and

C. WHEREAS, the Village has undertaken a program for the redevelopment of certain property within the Village, pursuant to the “Tax Increment Allocation Redevelopment Act,” 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “*Act*”); and

D. WHEREAS, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the Village created a Redevelopment Project Area commonly known as the “St. Charles Road Commercial Corridor TIF District” (the “*Redevelopment Project Area*”) by (i) Ordinance No. 4395, adopted February 26, 2024, approving a Redevelopment Plan and Project (the “*Redevelopment Plan*”), (ii) Ordinance No. 4396, adopted February 26, 2024, designating a Redevelopment Project Area, and (iii) Ordinance No. 4397, adopted February 26, 2024, adopting Tax Increment Financing (collectively, the “*TIF Ordinances*”); and

E. WHEREAS, the Redevelopment Plan has a goal of alleviating adverse conditions by encouraging private investment of underutilized and vacant properties; and

F. WHEREAS, the Village and the Developer are authorized to enter into this Agreement pursuant to the Act; and

G. WHEREAS, the Village is the owner of the property legally described in Exhibit A and depicted in Exhibit A-1, attached hereto (the “*Redevelopment Property*”); and

H. WHEREAS, the Redevelopment Property is located within the Village and within the Redevelopment Project Area; and

I. WHEREAS, the Village's Comprehensive Plan and the Future Land Use Plan in the Redevelopment Plan call for Business District Mixed-Use developments on the Redevelopment Property; and

J. WHEREAS, Developer seeks to acquire and develop the Redevelopment Property with a mixed-use complex on the Redevelopment Property, to be known as "the Union", that will include approximately 238 apartments, not less than 7,000 sq. ft. of commercial space fronting along Villa Avenue, and a two-story parking deck ("*Parking Garage*") that will include 406 total parking spaces (inclusive of 10 motorcycle parking spaces), of which will include 94 contiguous, surface level parking spaces which shall be designated as public parking spaces, substantially in conformance with the Preliminary Plans and elevations attached hereto as Exhibit B, and made a part hereof ("*Plans*"), and in all respects in accordance with the Final Plans (as hereinafter defined) to be prepared by the Developer and approved by the Village and as further described in this Agreement ("*Project*") with a total cost of approximately \$85,800,000.00; and

K. WHEREAS, on August 12, 2024, the Village approved and executed a letter of intent dated August 26, 2024 with Developer, as extended through February 26, 2025, for the purchase and development of the Redevelopment Property, authorizing Developer to complete certain conditions within a Governmental Review Period, including the negotiation of a Redevelopment Agreement with the Village for the Project; and

L. WHEREAS, on January 24, 2025, pursuant to Section 11-74.4-4(c) of the Act, the Village published a notice requesting alternate proposals for the redevelopment of the Redevelopment Property and did place a draft of this Agreement on file for review in the Office of the Village Clerk; and

M. WHEREAS, the Village did not receive any alternate proposals for the redevelopment of the Redevelopment Property; and

N. WHEREAS, the Developer has filed and presented applications for zoning and development entitlements in accordance with Village Codes and standards (hereinafter, the "*Petition*"); and

O. WHEREAS, the Petition includes requests for Plat of Subdivision with Right of Way (ROW) Vacation, Zoning Map Amendment, and a Special Use for a Planned Unit Development; and

P. WHEREAS, Developer presented its Petition to the Village's Zoning and Planning Commission on April 11, 2024; and

Q. WHEREAS, the Zoning and Planning Commission deliberated as to the Petition and voted to approve all of the Development requested as then presented, and so issued its report dated April 11, 2024 to the Village President and Board of Trustees of the Village in accordance with the Villa Park Municipal Code; and

R. WHEREAS, upon approval of this Agreement, the corporate authorities of the Village shall approve an ordinance approving the zoning entitlements for the Project; and

S. WHEREAS, the Developer represents and warrants that the Redevelopment Property shall be redeveloped with the Project; and

T. WHEREAS, the Village has agreed, in reliance on the Developer's expertise in similar project development and commitment to develop the Project, to convey the Redevelopment Property to the Developer; and

U. WHEREAS, the Developer agrees, in reliance on the Village's findings and approvals of the Petition to develop the Project, and to accept the conveyance of the Redevelopment Property; and

V. WHEREAS, the Redevelopment Property shall be conveyed to the Developer by the Village pursuant to the Village's authority, the Act, and terms and conditions of this Agreement; and

W. WHEREAS, it is necessary for the successful completion of the Project that the Village enter into this Agreement with the Developer to provide for the development and construction of the Project, thereby implementing and bringing to completion the redevelopment of the Redevelopment Property; and

X. WHEREAS, the Developer is unable and unwilling to undertake the redevelopment of the Redevelopment Property and the Project but for the conveyance of the Redevelopment Property by the Village in accordance with the statutory powers of the Village, which the Village is willing to provide under the terms and conditions contained herein and the issuance of its general obligation alternate revenue source bonds (the "*Bonds*") in an amount sufficient to produce net proceeds for the purposes described under this Agreement (the "*Net Bond Proceeds*") of \$13,000,000.00 (the "*Net Bond Proceeds Amount*"), the Net Bond Proceeds to be used to pay or reimburse the Developer for certain Eligible Redevelopment Costs incurred and/or paid by the Developer in accordance with the Bond documents ("*Bond Documents*"); and

Y. WHEREAS, the Village has determined that it is desirable and in the best interest of the Village to convey the Redevelopment Property to the Developer as set forth herein and as this Agreement may be supplemented and amended by the mutual, written consent of the Parties; and

Z. WHEREAS, the Developer represents and warrants that it will endeavor to obtain necessary final plan and plat approvals, subdivision approvals, and Village permits, and any and

all approvals from any and all federal, county, state and local agencies, or bodies with jurisdiction over this Project, to the extent necessary to construct, operate and maintain the Project; and

AA. WHEREAS, the Developer represents and warrants that, with the economic incentive provided in this Agreement, it will procure equity sufficient and financing to pay for the Redevelopment Property, and to develop, construct, operate and maintain the Project as presented and approved by the Village; and

BB. WHEREAS, the corporate authorities of the Village have determined that: (i) the development and construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan; (ii) the completion of the Project would not reasonably be anticipated without this Agreement; and (iii) as a direct benefit of this Agreement and the contemplated development and construction of the Project, the equalized assessed value of the Property and the Redevelopment Project Area will increase; and

CC. WHEREAS, this Agreement has been submitted to the corporate authorities of the Village for consideration and review, the corporate authorities of the Village have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the corporate authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

DD. WHEREAS, this Agreement has been submitted to the Developer for consideration and review, and the Developer has taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Developer according to the terms hereof, and any and all actions precedent to the execution of this Agreement by the Developer have been undertaken and performed in the manner required by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The statements, representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1. The exhibits referred to in this Agreement which are attached to or incorporated into it by textual reference are incorporated by reference into and made a part of this Agreement. The Parties acknowledge the accuracy and validity of those exhibits.

2. DEFINITIONS. For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

“*Available Incremental Revenues*” means the incremental *ad valorem* taxes that are assessed against the Redevelopment Property, collected by the Cook County Treasurer and paid to the Village for deposit into the Special Tax Allocation Fund established by the Village for the Redevelopment Project Area less any amounts due to school districts or library districts pursuant to 65ILCS 5/11-74,4-3(q)(7.5)(7.7).

“*Change in Law*” means the occurrence, after the Effective Date, of an event described below, provided (i) such event materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement or otherwise necessitates changes to the Project and (ii) such event is not caused by the Party relying thereon:

- the enactment, adoption, promulgation or modification of any federal, state, county or local law, ordinance, code, rule or regulation;
- the order or judgment of any federal or state court, administrative agency or other governmental body;
- the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency; or
- the imposition of any fee, cost, tax or exaction imposed by the Village, and conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the Project under this Agreement.

“*Developer Affiliate*” means an entity of which the Marquette Principals collectively own more than fifty percent (50%) of the Membership Interest and which serves as the Managing Member or Manager of the Title Holding Entity of the Property. The Manager or Managing Member of the Title Holding Entity shall possess direct or indirect power to direct or cause the direction of the management and policies of the Title Holding Entity by contract or otherwise.

“*Final Plans*” means the final construction plans and specifications containing the detailed plans for the Project (in its entirety, including all public and private improvements and not merely the building(s) themselves) as approved by the Village prior to the issuance of any building or other permits for the Project, and any amendments thereto as approved by the Developer and the Village.

“*Marquette Principals*” means Nicholas M. Ryan, Trevor R. Ryan, Chris Yuko, and David Lyon.

“*Person*” means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

“*Pledged Incremental Revenues*” shall mean, in each year, the Available Incremental Revenues less the Village Administration Amount.

“*Redevelopment Property*” means real property legally described on Exhibit A of this Purchase, Sale and Redevelopment Agreement.

“*State*” means the State of Illinois.

“*Substantial Completion*” means the completion of the Project exclusive of any tenant improvements, interior finishes and open “punch list” items as evidenced by the delivery by Developer of a certificate signed by the Developer’s architect or project manager certifying that the Project is substantially complete and subject to the reasonable approval of the Village and the Village’s issuance of the temporary or final certificate of occupancy for the residential portion of the Project and certificate of completion for the commercial portion of the Project so that the commercial portion of the Project is ready for tenant improvements, subject to the Tenant’s compliance with the applicable Village ordinances. Developer may request, and the Village will issue final occupancy permits for portions of the Project, the number and location to be determined by Developer, as Developer completes each portion of the Project, in accordance with the applicable Village ordinances.

“*TIF Ordinances*” means all ordinances adopted by the Village relating to the establishment or amendment of the St. Charles Road Commercial Corridor TIF District as further delineated in the Recitals to this Agreement.

“*Title Holding Entity*” means the entity that holds legal title to the Redevelopment Property.

“*Uncontrollable Circumstance*” means any event which:

- (i) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (ii) is one or more of the following events:
 - (a) a Change in Law;
 - (b) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, fire, nuclear incident, war or naval blockade;
 - (c) pandemic, epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary or ordinary weather conditions or other similar act of God;
 - (d) third party litigation challenging the authority of the TIF Ordinances or the effectiveness of this Agreement;
 - (e) governmental condemnation or taking or unreasonable delay in reviewing and issuing applicable permits;

- (f) strikes or labor disputes, or work stoppages not initiated by the Developer;
- (g) shortage or unavailability of essential materials, which materially change the ability of the Party relying thereon to carry out its obligations under this Agreement;
- (h) unknown or unforeseeable geo-technical or adverse environmental conditions or environmental regulatory action regarding the Project;
- (i) major environmental disturbances;
- (j) vandalism; or
- (k) terrorist acts.

Uncontrollable Circumstance shall not include: economic hardship; unavailability of materials (except as described in ii(g) above); or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to the contractor).

For each day that the Village or the Developer is delayed by an Uncontrollable Circumstance, the dates set forth in this Agreement shall be extended by one (1) day for each day of the resulting delay.

“Village Administration Amount” means \$25,000.

“Village Code” means the Villa Park Municipal Code, as amended from time to time, and all other ordinances, rules and regulations of the Village.

“Zoning Ordinance” means the Zoning Ordinance of the Village of Villa Park, Illinois, as amended from time to time.

3. AGREEMENT CONSTRUCTION. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

Section 3.1. Definitions include both singular and plural.

Section 3.2. Pronouns include both singular and plural and cover all genders.

Section 3.3. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”

Section 3.4. Headings of Sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

Section 3.5. All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

Section 3.5. Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.

Section 3.6. The Village Manager, or the Village Manager's designee, unless applicable law requires action by the corporate authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The Developer and the Village are entitled to rely on the full power and authority of the persons executing this Agreement on behalf of the Developer and the Village as having been properly and legally given by the Developer or the Village, as the case may be.

Section 3.7. In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by the Developer in a different manner, the Developer hereby designates Trevor Ryan or his/her designee as its authorized representative, who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of the Developer and with the effect of binding the Developer in that connection (such individual being an "*Authorized Developer Representative*"). The Developer shall have the right to change its Authorized Developer Representative by providing the Village with written notice of such change, which notice shall be sent in accordance with Section 17.2.

4. DEVELOPMENT OF THE REDEVELOPMENT PROPERTY.

Section 4.1. Project Schedule. The Village and the Developer agree that the Developer's development and construction of the Project will be undertaken in accordance with the Project Schedule attached hereto as Exhibit D and made a part hereof ("*Project Schedule*"). The Project Schedule will include a detailed timeline of the work to be performed on the Project and will also include timeline of developer financing, simultaneous "closing" of financing/land in escrow/building permit (demo)/bond to market, bond sale and deposit of bond proceeds into a construction escrow, construction start, anticipated issuance of a certificate of occupancy for the residential portion of the Project and certificate of completion for the commercial portion of the Project. The Parties may amend the Project Schedule as necessary to ensure that it accurately reflects the key milestones in the development and construction of the Project, and the Parties specifically agree that the milestone dates may be mutually extended by the Parties. Each Party agrees to not unreasonably withhold approval of a request by the other Party to amend the Project Schedule for such purposes and the Village Manager may extend the Project Schedule up to four

(4) times, each for a period of not more than sixty (60) calendar days without the approval of the corporate authorities.

Section 4.2. Construction of Project. The Project to be constructed by the Developer on the Redevelopment Property shall be in substantial conformity with the Final Plans and in conformity with the Project Zoning Ordinance. It is understood that the Project must also be constructed in accordance with the applicable provisions of the Village Code and other ordinances of the Village in effect as of the Effective Date of this Agreement. In the event of a conflict between this Agreement, including any of the exhibits to this Agreement, and the Final Plans, the requirements of the Final Plans shall control.

Section 4.3. Construction of Public Improvements.

A. Subject to the conditions and terms set forth in this Agreement, the corporate authorities of the Village waive the competitive bidding process and approve and designate the Developer to construct those public improvements as represented on the Final Plans. The Final Plans, together with all general engineering plans for the Project, shall depict all public improvements, if any, storm water management, utility improvements, curbs and gutters, sidewalks, bike path, landscaping, and public parking facility, as required and approved by the Village (collectively, the “*Public Improvements*”). All Public Improvements shall be constructed and/or installed in accordance with the Final Plans and the Village Code as it exists as of the Effective Date of this Agreement. The Developer in construction of all Public Improvements shall follow such procedures as shall be required by the Village Code.

B. As part of the Project, the Developer shall construct a two-story parking deck containing 406 total parking spaces (inclusive of 10 motorcycle parking spaces), of which 94 contiguous, surface level parking spaces shall be designated as public parking spaces (“*Public Parking*”).

Upon completion of the construction of the Project, the Developer shall cause the Redevelopment Property to be subdivided into two lots via a vertical subdivision:

- Lot 1: Residential Property/Residential Parking/Commercial Property.
- Lot 2: Public Parking Property.

Within sixty (60) days of the recording of the Final Plat of Subdivision for the vertical subdivision referenced above, the Developer shall convey, insurable, fee simple title, to the Lot 2 Public Parking Property to the Village, together with mutually acceptable permanent easements over all common areas as may be necessary to permit pedestrian and vehicular ingress and egress to the Public Parking Spaces and the Declaration referenced below. The Developer shall pay all costs and expenses of the vertical subdivision and the conveyance of the Lot 2 Public Parking Property, including title insurance in the amount of the total cost of construction of the Parking Garage, including architectural and engineering fees, and all title charges and closing expenses.

Simultaneously with the conveyance of the Lot 2 Public Parking Property to the Village, the Developer and Village shall enter into a Declaration of Covenants, Conditions, Restrictions and Easements which shall include the following provisions:

- the Village shall own, control and operate the Public Parking portion of the Parking Garage and Developer shall have no special legal entitlements with respect to the Public Parking portion. Developer acknowledges that the Village has sole discretion to determine rates charged for the Public Parking portion and continued use of the Village Public Parking as a public parking facility.
- the Developer shall own, control and operate the Private Parking portion of the Parking Garage.
- the Developer shall undertake the maintenance responsibilities of both the Public and Private portions of the Parking Garage, with the cost of the maintenance being divided between the parties based on the actual square footage of each party's portion of the Parking Garage.
- the maintenance responsibilities shall be defined.
- the allocation of the maintenance expenses between the Village and the Developer shall be based on the actual square footage of each party's portion of the Parking Garage;
 - o total square feet of the Parking Garage; 137,042 gross square feet.
 - o square feet of the Public Parking: 34,744 gross square feet (25.4%)
 - o square feet of the Private Parking: 102,398 gross square feet (74.6%)
- easements shall be granted to provide for the maintenance and operation of the Parking Garage.

The Declaration shall be recorded immediately after the conveyance deed to the Lot 2 Public Parking Property is recorded.

5. VILLAGE INCENTIVE – VILLAGE CONVEYANCE OF REDEVELOPMENT PROPERTY; VILLAGE ISSUANCE OF BONDS; AGREEMENTS.

Section 5.1. Village Conveyance of Redevelopment Property. Subject to the Village's satisfaction or waiver of the conditions precedent of this Agreement, and payment by the Developer to the Village at closing of the Redevelopment Property the sum of \$10.00, by wired or cashier's funds ("*Purchase Price*"), the Village shall convey the Redevelopment Property to the Developer so that the Developer is able to construct, complete and operate the Project, and thereafter the Developer shall do so according to the terms of this Agreement. The conveyance of the Redevelopment Property as generally described in this Section and provided in this Agreement

shall occur on the closing date, as described in the Project Schedule and reasonably acceptable to the Village, and the other applicable provisions of this Agreement. The conveyances of land under this Agreement, shall be in accordance with the following:

A. Closing Contingencies. The Village currently holds good and marketable fee title to the Redevelopment Property. The Village's obligation to consummate the transaction contemplated herein, is conditioned upon the following (the "*Closing Contingencies*"):

1. pursuant to the Final Plans, the Developer has secured any and all zoning entitlements, variances, plat of subdivision, subdivision approvals, and building, demolition and other necessary permits from the Village, state, county and any other regulatory body required to commence construction of the Project;

2. at Closing, the Developer will open its construction financing loan escrow with the Title Company. It is understood that the construction financing lender will not fund the entire construction loan upon the opening of the construction financing loan escrow. The Developer will provide to the Village a firm loan commitment from an institutional lender who has allocated the internal funds necessary when added together with Developer's equity and the Net Bond Proceeds will be sufficient to complete the Project;

3. the Developer has provided the Village with satisfactory written evidence of the necessary Developer equity contribution as determined by the Village which approval shall not be unreasonably withheld;

4. the construction financing loan escrowee has reviewed the documentation submitted by the Developer. In the event the Developer does not timely open a construction financing loan escrow for the Project by the date set forth in the Project Schedule, subject to extension and/or cure periods, the Village shall have no obligation to convey the Redevelopment Property for the Project; and

5. the Developer will fund construction of the Project by depositing through equity and/or construction financing loan proceeds into the construction financing loan escrow with each draw request sufficient funds to pay each draw request, less the amount of the Eligible Redevelopment Project Costs which will be paid with the Net Bond Proceeds; and

6. the Village will begin the process to issue the Bonds as described in Section 5.2(D) upon written notice (the "*Developer Closing Notice*") from the Developer attaching an accepted written commitment for the construction loan referenced in 5.1(A)(2) above and the Developers Equity referenced in 5.1(A)(3) above with the Closing occurring when the Bond proceeds are available for deposit in the construction escrow on the Bond Closing Date (as hereinafter defined).

B. Conveyance of the Redevelopment Property. Subject to the satisfaction of all of the Closing Contingencies, the Village shall convey to the Developer merchantable, insurable, fee simple title to the Redevelopment Property by Special Warranty Deed in a form which is mutually satisfactory to the Village and the Developer, on such date as is determined pursuant to the procedures of Section 5.2(D) hereof, subject to extensions and/or cure periods or such other date as is mutually agreed to by the Village and Developer (the “*Closing Date*”). The conveyance of the Redevelopment Property shall be closed through a New York style deed and money escrow with the Title Company serving as escrow agent. Not less than two (2) days before the Closing Date, the Village and the Developer will execute the standard form of New York style deed and money escrow instructions then in use by the Title Company, modified as necessary to conform to the terms of this Agreement. The attorneys for the Village and the Developer are authorized to execute the escrow agreement and amendments thereto and all directions or communications thereto, as well as any other documents necessary to effectuate the conveyance of the Redevelopment Property. All fees and costs of the escrow shall be the obligation of and paid by the Developer. The Developer shall have the right to possession thereof at the time of closing or conveyance. All assessments, general or special, which are due and payable in arrears after the closing, and assessments for improvements completed prior to such closing but payable after such closing shall be prorated at such closing. Ad valorem real estate taxes for the Redevelopment Property, if not otherwise exempt, will be prorated at 105% of the most current available assessed value, equalization factor and tax rate between the Developer and the Village as of the closing date. The Village's portion of the prorated taxes will be credited to the Developer at closing as an adjustment to the Purchase Price. If the assessment(s) for the year of closing and/or prior years are not known at the Closing Date, the prorations will be based on taxes for the previous tax year. Such other items that are customarily prorated in transactions of this nature, if any, shall be ratably prorated. For purposes of calculating prorations, the Developer shall be deemed to be in title to the Redevelopment Property and shall be delivered exclusive possession on the closing date. All such prorations shall be made on the basis of the actual number of days of the year and month, which shall have elapsed as of such Closing Date. The amount of the ad valorem real estate tax proration shall be adjusted in cash after such closing as and when the final tax bill for such period(s) becomes available. The Village and the Developer agree to cooperate and use their diligent and good faith efforts to make such adjustments no later than sixty (60) days after such information becomes available.

C. Title and Survey.

1. Title Commitment. Within fifteen (15) days after the Effective Date, the Developer shall obtain a commitment for an owner's title insurance policy (2016 Form B) (“*Title Commitment*”) issued by First American Title Insurance Company (the “*Title Company*”) in a minimum amount, covering title to the Redevelopment Property on or after the Effective Date, showing title in the Village, accompanied by all recorded documents affecting the Property (“*Title Documents*”), with commitment for full extended coverage. All title insurance costs and closing costs, fees and charges shall be paid by the Developer within five (5)

days of receipt. Developer shall provide copies of the Title Documents to the Village Manager and Village Attorney.

2. Survey. The Village has provided its existing survey(s) of the Redevelopment Property. Within sixty (60) days after the Effective Date, Developer shall obtain, at its sole cost and expense, a plat of survey of the Redevelopment Property ("Survey"), prepared by a licensed or registered land surveyor in accordance with ALTA/ACSM land title survey standards, certified to Developer, the Title Company and Developer's lenders. Developer shall provide a copy of the survey to the Village not less than five (5) days prior to the Closing Date.

3. Correction of Title and Survey Defects. Within twenty-one (21) days after receipt of the last of the Title Documents and Survey, the Developer shall provide to the Village in writing a specific list of the Developer's objections to any of them ("*Title Objections*"). Any item constituting an encumbrance upon or adversely affecting title to the Redevelopment Property which is not objected to by the Developer in writing by such time shall be deemed approved by the Developer and shall constitute a Permitted Exception (as hereinafter defined). Any mortgages, security interests, financing statements, or any other lien recorded against the Redevelopment Property following the Agreement Date with the consent or acquiescence of the Village are collectively referred to as the "*Consensual Liens*" and none of such Consensual Liens shall constitute, be or become Permitted Exceptions. The Village shall cause all Consensual Liens, if any, to be paid and discharged in full at closing and in the event the Village fails to do so, the Developer shall have the right to deduct and apply so much of the Purchase Price as is reasonably required to do so. The phrase "*Permitted Exceptions*" shall mean those exceptions to title set forth in the Title Commitment, Title Documents and Survey and accepted or deemed approved by the Developer pursuant to the terms hereof, except Consensual Liens as provided above, which shall not constitute Permitted Exceptions. The Village shall have the right, but not the obligation, for a period of twenty-one (21) days after receipt of the Developer's Title Objections (the "*Cure Period*") to cure (or commit to cure at or prior to closing) by delivery of written notice thereof to the Developer within the Cure Period any or all Title Objections contained in the Developer's notice. If any such Title Objections are not cured (or, if reasonably capable of being cured, the Village has not committed to cure same at or prior to closing) within the Cure Period, or if the Village sooner elects not to cure such Title Objection by written notice to the Developer, the Developer shall have until the earlier of the expiration of the Cure Period or five (5) days after the receipt of such written notice within which to give the Village written notice that the Developer elects either (i) to waive all such uncured objections (in which case the uncured objections shall become Permitted Exceptions); or (ii) terminate this Agreement. If the Developer does not deliver such written notice within the above period, the Developer shall be deemed to have terminated this Agreement, in which case neither Party shall have any further obligations to the other hereunder (except any obligations which this Agreement provides survive termination).

4. General Title and Survey Provisions. The Developer will pay any fee the Title Company charges for issuing the Title Commitment, including any date down fee, and will also pay the premium the Title Company charges for the Owner's title insurance policy, with extended coverage. Developer will also pay its standard buyer's title charges, all loan policy premiums and recording fees for the deed conveying the Property and Developer's mortgage documents, and all other title insurance endorsements that Developer requests. The Developer shall pay all costs and expenses of the Survey.

D. Closing and Reconveyance. At closing, the Village and/or the Developer, as is customary, shall deliver or cause to be delivered the following, in form and substance reasonably acceptable to the Parties:

1. A Special Warranty Deed, executed by the Village, in recordable form, conveying the Redevelopment Property to the Developer;

2. An Affidavit of Title and ALTA Statement;

3. A title policy (or "marked up" title commitment) issued by the Title Company dated as of the Closing Date in the amount of Eighty-Five Million Eight Hundred Thousand and No/100 Dollars (\$85,800,000.00), with extended coverage and such endorsements as the Developer shall reasonably require and said title policy or "marked up" commitment shall be otherwise in accordance with the requirements herein (it being understood that both Parties will provide any certificate or undertakings required in order to induce the Title Company to insure for any "gap" period resulting from any delay in recording of documents or later-dating the title insurance file);

4. Completed Village, State and County Transfer Declarations marked exempt;

5. Reconveyance Special Warranty Deed ("*Reconveyance Deed*") executed by the Developer to the Village, to be held in escrow by the Title Company pursuant to escrow instructions reasonably acceptable to Developer and Village, providing for the reconveyance to the Village as provided for in Section 5.1(F) of this Agreement; and

6. Such other documents and instruments as may reasonably be required by the Title Company and which may be necessary to consummate this transaction and to otherwise effect the agreements of the Parties hereto.

7. After conveyance, the Village and the Developer shall execute and deliver to the other such further documents and instruments as either the Village or the Developer shall reasonably request to effectuate this Agreement. In the event of a failure to close the sale of the Redevelopment Property on or before thirty (30)

days after the satisfaction of the latest to occur of the Closing Contingencies, whichever is earlier, either Party shall, by written notice to the other, have the right to terminate this Agreement. Notwithstanding anything to the contrary herein, such deadline for closing shall be extended by any delays caused by the Village and any Uncontrollable Circumstances.

E. AS-IS Condition. This Agreement is an arms-length agreement between the Parties. Except as expressly provided herein to the contrary, the conveyance of the Redevelopment Property to the Developer is "AS IS, WHERE IS" and reflects the agreement of the Parties that there are no representations, disclosures, or express or implied warranties. **SUBJECT TO THE TERMS OF THIS AGREEMENT, THE DEVELOPER IS PURCHASING THE REDEVELOPMENT PROPERTY AND, EXCEPT AS SET FORTH HEREIN, THE REDEVELOPMENT PROPERTY SHALL BE CONVEYED AND TRANSFERRED TO THE DEVELOPER "AS IS, WHERE IS, AND WITH ALL FAULTS," AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES OR GUARANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE VILLAGE, EXCEPT FOR THOSE LIMITED REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCEPT AS SET FORTH HEREIN, THE VILLAGE HAS NOT MADE, AND DOES NOT AND WILL NOT MAKE WITH RESPECT TO THE REDEVELOPMENT PROPERTY, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY, BUILDABILITY, MORTGAGEABILITY OR MARKETABILITY OF THE REDEVELOPMENT PROPERTY, OR THE PRESENCE OF HAZARDOUS MATERIALS THEREIN, THEREON, OR THEREUNDER, WHICH WARRANTIES ARE HEREBY DISCLAIMED.**

F. Village's Right of Reconveyance. Within sixty (60) days of the later of (i) Developer opening its construction financing loan escrow, (ii) the conveyance of the Redevelopment Property as described in Section 5.1B herein, and (iii) the execution of an agreement by Commonwealth Edison Company ("CECO"), the Village, DuPage County, and the Developer relating to the removal and relocation of the CECO wires which overhang the Redevelopment Property, the Developer shall commence excavation and environmental remediation on the Redevelopment Property for the Project. If the Developer fails to comply with the requirement set forth in the previous sentence, the Village shall have the option, in addition to any and all remedies available to it under this Agreement, exercise upon written notice to the Developer, to have the Redevelopment Property, together with any improvements thereon, if any, reconveyed to the Village for the sum of Ten Dollars (\$10.00), and with no claim against the Village for work performed by the Developer on the Redevelopment Property, which shall be at Developer's sole cost and expense, free and clear of any liens and encumbrances created by the act or default of

the Developer, with taxes, water, sewer and other utility charges prorated as of the date of such reconveyance, and/or terminate this Agreement. This section shall have no force or effect and the Village shall have no right to reconveyance at and after such time as the Developer has commenced the excavation and the environmental remediation on the Redevelopment Property. Upon commencement of said work, the Village shall authorize the return of the Reconveyance Deed to the Developer from First American Title Company.

Section 5.2. Issuance of Bonds; Approval of Redevelopment Project Costs; Bond Proceeds.

A. Issuance of Bonds. Based upon the representations of the Developer, the Village shall issue the Bonds in the amount necessary to produce the Net Bond Proceeds in an amount equal to the Net Bond Proceeds Amount, such Net Bond Proceeds to be used to pay or reimburse the Developer for certain eligible redevelopment project costs, as defined in the Act (“*Eligible Redevelopment Project Costs*”) and approved by the Village Manager and Village’s Bond Counsel. The sole alternate revenue source pledged to the payment of the Bonds will be the Pledged Incremental Revenues.

The Developer acknowledges that the issuance of the Bonds is subject to the requirements of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), certain of which are described in this paragraph. Under the Debt Reform Act, the ability of the Village to issue the Bonds is subject to petition by the voters of the Village. Furthermore, the issuance of the Bonds is conditioned on the ability of the Village to demonstrate that the Pledged Incremental Revenues will be sufficient to provide not less than 1.25 times debt service coverage with respect to the Bonds in accordance with the requirements of the Debt Reform Act.

The Bonds shall be subject to the following:

1. the Bonds shall be issued in an amount sufficient to produce the Net Bond Proceeds equal to the Net Bond Proceeds Amount, the Net Bond Proceeds being available to pay, or to reimburse the Developer for paying, Eligible Redevelopment Project Costs;
2. the Bonds shall bear interest at a rate determined through the public competitive sale or a negotiated sale; and
3. the payment or reimbursement of Eligible Redevelopment Project Costs to the Developer or a third party and the payment of all debt service on the Bonds shall be as provided in the Bond Documents.

The Village intends to issue the Bonds as tax-exempt obligations (“*Tax-Exempt Obligations*”), pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “*Code*”), provided, however, that the Bonds will only be issued as Tax-Exempt Obligations if the requirements under the Code for the exclusion of gross income of interest on the Bonds from the income of the holders thereof for federal income tax purposes are met and the Village receives an opinion of Bond Counsel, subject to customary

qualifications and exceptions, to that effect. In order to assist the Village in obtaining such opinion, the Developer agrees in good faith to provide any information, representations and certifications as Bond Counsel may reasonably request to be provided. The Developer agrees and acknowledges that the Village's inability to issue the Bonds as Tax-Exempt Obligations shall not be an event of default by the Village hereunder.

B. Approval of Redevelopment Project Costs/Payment or Reimbursement of Eligible Redevelopment Project Costs. Not less than sixty (60) days prior to the date of issuance of the Bonds ("*Bond Closing Date*"), the Developer shall provide the Village Manager and Bond Counsel a detailed, itemized list of Estimated Eligible Redevelopment Project Costs for review and approval as to type and preliminary amount. The Village Manager and Village Attorney shall have thirty (30) days to review and approve or deny all or portions of the list of Estimated Eligible Redevelopment Project Costs as to type and/or amount. If the Village Manager and/or Village Attorney denies all or a portion of the list of Eligible Redevelopment Project Costs, Developer shall consult with the Village Manager and Village Attorney regarding the denial and resubmit the list and preliminary amounts of Eligible Redevelopment Project Costs. The Bonds shall not be issued unless and until the list of Eligible Redevelopment Project Costs in an amount not less than the Bonds has been approved by the Village Manager and Village Attorney. Payment and/or reimbursement of Eligible Development Project Costs shall be subject to the Developer providing the Village Manager with satisfactory evidence that such Eligible Redevelopment Project Costs have been incurred and/or paid by the Developer, such evidence shall include, but not be limited to: all contracts with contractors and subcontractors, contractors' sworn affidavits, lien waivers, paid invoices, title company statements/documents, and any other similar documentation. The Developer shall comply with the requirements of the Bond Documents prior to the payment or reimbursement of Eligible Redevelopment Project Costs.

C. Bond Proceeds. The Bond proceeds in the Project Fund, as such term is defined in the Bond Documents, shall be used to pay or reimburse the Developer for Eligible Redevelopment Project Costs in accordance with the terms and provisions of the Bond Documents.

D. Bond Issuance Period. The Village shall endeavor to issue the Bonds within the 75-day period beginning on the date on which the Village receives the Developer Closing Notice. The Village shall notify the Developer of the anticipated closing date of the Bonds (the "*Bond Closing Date*") at least 21 day prior to the Bond Closing Date. Following delivery of such notice but prior to the sale date of the Bonds, the Village and the Developer shall agree in writing as to the Closing Date, which will coincide with the Bond Closing Date.

Section 5.3. Permit Fees. The Developer shall pay the Village building permit fees, tap-in fees, impact fees, demolition permit fees, and other applicable Village fees in effect as of the Effective Date. Neither the Developer nor the Project shall be subject to the Village Park Donation ordinance. Additionally, the Developer shall pay all reasonable, out-of-pocket, third party review fees reasonably required by the Village. The Developer shall pay all other governmental fees (*i.e.*,

Salt Creek Sanitation, DuPage County, etc.) necessary to construct, complete and operate the Project.

Section 5.4. Village Cooperation. The Village agrees to cooperate with the Developer in the Developer's attempts to obtain all necessary approvals from any governmental or quasi-governmental entity and upon request of the Developer will promptly execute any applications or other documents (upon their approval by the Village) which the Developer intends to file with such other governmental or quasi-governmental entities in respect of the Project. The Village shall further promptly respond to, and/or process, and consider reasonable requests of the Developer for: applicable excavation and foundation permits; shell permits; other building permits; driveway permits; curb cuts or other permits necessary for the construction of the Project as well as to requests by Developer for inspections and temporary and permanent certificates of occupancy. Approval of any building permit applications and/or engineering plans shall be contingent on the Developer paying any and all review fees and providing all required and requested documentation for each such permit, including but not limited to engineering reports, calculations and plans required to substantiate that said improvements fully conform with all applicable state statutes and the Village Code, as well as receipt of all required approvals from any federal, state, regional or county agencies having applicable jurisdiction. Where required pursuant to this Agreement or Village Code, the Village shall not unreasonably withhold, condition, or delay its approval of any Developer request in furtherance of the Project.

6. DEVELOPER COMMITMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES. In consideration of the Village's substantial commitment to the redevelopment of the Redevelopment Property and its commitments contained in this Agreement, the Developer agrees, represents, warrants and covenants with and to the Village as follows and elsewhere in this Agreement:

Section 6.1. Economic Assistance Needed. The Developer hereby represents and warrants that the Project requires economic assistance from the Village in order to construct, complete and operate the Project and, but for the economic assistance to be given by the Village as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.

Section 6.2. Plans and Compliance with Applicable Laws. The Developer shall construct the Project in full conformance with this Agreement, the Project Zoning Ordinance, the Final Plans and Village Code. The Developer shall at all times acquire, install, construct, operate and maintain the Project in conformance with the Village Code. All work with respect to the Project shall conform to all applicable federal, state, and county regulations and ordinances. The Developer hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois, the County of DuPage and the United States of America, and any and all agencies or subdivisions thereof, and all other governmental bodies and agencies having jurisdiction over the Redevelopment Property.

Section 6.3. Construction of the Project.

A. The Developer shall apply for, diligently pursue and secure all required permits and approvals for the Project pursuant to the Project Schedule. The Village shall cooperate with the Developer in approving necessary permits after submission of a complete application, which complies in all respects with all applicable laws, ordinances, regulations and this Agreement. Should the Village reject any submitted building permit applications for failure to comply with the Final Plans, the Developer shall, within twenty-one (21) business days, or such other reasonable time, after receiving written notice thereof, cause new or corrected documents to be prepared and submitted to the Village. This process, within the time frames herein stipulated, shall be repeated as often as may be necessary until the documents are in compliance with the Final Plans and applicable laws and ordinances, except that all submittals after the initial submittal shall be reviewed by the Village within such shorter period as may be reasonably practical. Any errors or omissions of the Village in the review of and comments provided in response to the submittals shall not constitute a waiver of the application of the Village's ordinances and regulations related to the Project.

B. The Developer shall pay all Village building permit fees, tap-on fees, demolition permit fees, and all other applicable Village fees. Additionally, Developer shall pay all third-party review fees reasonably required by the Village and shall also pay and submit receipt of all required outside governmental fees (*e.g.*, Salt Creek, DuDOT, IEPA, etc.) prior to the Village's issuance of a building permit.

C. To the extent required by law, the Developer shall comply with the Prevailing Wage Act (for purposes of this Section, the "*Prevailing Wage Act*") of the State of Illinois, 820 ILCS 130/0.01, *et seq.*, as amended, when constructing the Project and at all times when constructing the Public Improvements. The Developer agrees to indemnify, hold harmless, and defend the Village, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof ("*Indemnified Parties*") against all loss, cost, damage, judgments, awards, fines or interest sustained by the Indemnified Parties resulting from any regulatory actions, complaints, claims, suits, liabilities, liens, judgments, including reasonable attorneys' fees, to the extent caused by noncompliance with the Prevailing Wage Act, including, but not limited to a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3). The indemnification obligations of this Section on the part of the Developer shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, the Developer shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith.

D. The Developer and the Village, as applicable, shall vacate, grant, dedicate or convey all rights-of-way and easements on the Redevelopment Property in order to provide for all required Project public improvements, if any, and as may be shown in the Final Plans, including but not limited to streets, sidewalks, street lights, water mains, storm and sanitary sewer mains, detention or retention ponds, gas, electricity, and cable

television. The Parties shall coordinate said conveyances with all applicable utility companies and other applicable governmental bodies and/or agencies.

E. The Developer shall prepare, file, and secure approval by the Village of any and all required plats of consolidation, resubdivision, or vacation as may be required by Village Code, or otherwise, to effectuate the terms of this Agreement for the Project.

F. The Developer shall install on behalf of the Village water mains, sanitary sewer mains, and storm sewers necessary to serve the Project in accordance with final engineering plans approved by the Village.

G. The Village shall maintain title to any Public Improvements as may be depicted on the Final Plans and, if necessary, the Developer shall convey by Bill of Sale, free and clear title to any Public Improvements as may be depicted on the Final Plans in order to effectuate Village title to any such Public Improvements.

H. In the event the Developer elects to park and stage construction equipment, materials and vehicles other than on the Redevelopment Property, the Developer may do so for the duration approved by the Village and in accordance with the Construction Staging Plan, attached hereto as Exhibit E. The Developer shall stage its construction of the Project to avoid to the fullest extent possible any such community disruption. During construction, the Developer shall on a daily basis cause its contractor to keep all streets immediately adjacent to the Project free of any construction-related debris. Within three (3) hours after notice from the Village that one or more streets within the Project are not satisfactorily clean during a 24-hour period, the Developer will take steps to remedy the complaint. In the event that the Developer fails three (3) times to remedy a complaint under this Section with regard to properly cleaning a street, the Developer, upon the fourth violation, shall pay the Village the sum of \$750.00 for each such subsequent violation.

I. Developer shall submit a performance bond in the amount of 110% of the Developer engineer's estimate probable cost of the Public Improvements, as approved by the Village Engineer.

Section 6.4. Timing of Developer's Obligations. Subject to Uncontrollable Circumstances, the Developer will complete construction of the Project pursuant to the Project Schedule. If the Developer fails to commence, diligently prosecute and complete the Project within the time period set forth in the Project Schedule, such will constitute an event of default under this Agreement (subject to the cure provisions hereof), unless caused by Uncontrollable Circumstances.

Section 6.5. Progress Meetings. The Developer shall meet with the corporate authorities or Village staff, or both (as determined by the Village), as reasonably requested by the Village Manager, in order to keep the Village apprised of the progress of the construction of the Project.

Section 6.6. Developer's Cooperation and Coordination. During the construction of the Project, the Developer shall provide such notices and attend such community and neighborhood

meetings as may be necessary or desirable, as reasonably determined by the Village and the Developer in consultation, to keep the residents and local businesses in the immediate vicinity of the Redevelopment Property fully informed of progress on the Project and any measures that the Village and the Developer believe prudent for the residents to take to minimize construction-related inconvenience.

Section 6.7. Developer Obligation to Provide Village Information Related to TIF Reports. The Developer, its successor(s), lessees and tenants shall promptly provide the Village Manager with such information as is required to allow the Village to comply with its annual reporting requirements under the Act.

Section 6.8. Additional Representations and Warranties of the Developer.

A. The Developer hereby represents and warrants that it is a limited liability company duly organized and existing and in good standing under the laws of the State of Illinois, and is authorized to conduct business in the State of Illinois and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Agreement. The Developer is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To the Developer's knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Developer which would result in any material and adverse change to the Developer's financial condition, or which would materially and adversely affect the level of the Developer's assets as of the date of this Agreement or that would materially and adversely affect the ability of the Developer to proceed with the construction and development of the Project. The Developer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company, so long as the Developer maintains an interest in the Project or has any other remaining obligations pursuant to the terms of this Agreement.

B. Developer hereby represents and warrants that neither the execution and delivery of this Agreement by the Developer, the consummation of the transactions contemplated hereby by the Developer, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Developer conflicts with or will result in a breach of any of the terms, conditions or provisions of any offerings or disclosure statement made or to be made on behalf of the Developer (with the Developer's prior written approval), any organizational documents, any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of the Developer, any related party or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party or any of its partners or venturers is now a party or by which the Developer, any related party or any of its venturers is bound.

C. The Developer hereby represents and warrants that it has sufficient financial and economic resources to implement and complete the Developer's obligations contained

in this Agreement. Sixty (60) days prior to closing or issuance of bonds, the Developer will provide the Village a firm commitment from an institutional lender providing all monies needed through third party financing or alternatively will provide proof of access to sufficient funds pursuant to the terms of this Agreement. Developer has not experienced a materially adverse change in the business, financial position or results of its operations that could reasonably be expected to adversely affect Developer's ability to perform its obligations pursuant to this Agreement.

D. The Developer shall diligently pursue obtaining all required permits and the Developer shall cause construction of the Project on the Redevelopment Property to be prosecuted and completed pursuant to the terms hereof with due diligence, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement.

E. The Developer agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Developer's sound legal discretion.

F. The Developer hereby represents and warrants that no officer, member, manager, stockholder, employee or agent, or any other Person connected with the Developer, has knowingly made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village, to the extent prohibited under applicable law.

G. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the Parties, the Developer or an authorized representative thereof shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who has any interest, real or personal, in the Project, and every shareholder entitled to receive more than 5% of the total distributable income of any corporation after having obtained such an interest in the Project or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of the Developer or its managing agent that there is no readily known individual who has a greater than 5% interest, real or personal, in the Developer or the Project. The sworn affidavit shall be substantially similar to the one described in Exhibit F, attached hereto and made a part of this Agreement. Said affidavit shall be updated, as necessary, prior to closing.

H. The Developer hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be approximately Eighty Five Million Eight Hundred Thousand Dollars (\$85,800,000.00) including hard and soft costs and contingencies, as reasonably defined by Developer and Developer's equity lender.

7. UNDERTAKINGS AND COVENANTS OF THE DEVELOPER AND VILLAGE.

Section 7.1. Developer Undertaking.

A. Covenant. The Parties acknowledge that certain assumptions have been made relative to the future market value and assessed valuation of the Redevelopment Property, as improved pursuant to this Agreement under the Act, and further acknowledge that attaining and maintaining such assessed valuation will have a material impact on the revenues available to support and amortize the Redevelopment Project Costs for this Project in the Redevelopment Area in accordance with the Redevelopment Plan. Accordingly, the Developer hereby covenants to develop and use the Redevelopment Property as provided herein. This covenant shall run with the land, and be binding and enforceable against the Developer's successors and assigns until the termination of the TIF Ordinances.

Section 7.2. Conditions Precedent to Undertakings on Part of the Village. All undertakings on the part of the Village pursuant to this Agreement are subject to satisfaction of the following conditions by the Developer on or before the dates provided for below, or as otherwise specifically hereinafter stated:

A. Pursuant to the Project Schedule, the Developer shall have timely obtained all final zoning and subdivision entitlement approvals, if any, and building permits relating to the Project, it being understood and agreed that the Village has the discretion established by law to approve, amend or deny all such approvals and permits and the Village shall not be deemed to have caused a default hereunder or have any liability for its failure to approve such entitlements and/or work, which approvals shall not be unreasonably withheld by the Village.

B. Pursuant to the Project Schedule, the Developer shall have obtained any other final approvals necessary from any other governmental unit or agency which has jurisdiction or authority over any portion of the Project.

C. The Developer shall have certified to the Village that there exists no material default under this Agreement, beyond any applicable cure period set forth herein, or any agreement, guaranty, mortgage or any other document which the Developer has executed in connection with the Project, beyond any applicable cure period set forth therein, that affects or that may affect the Developer's ability to complete the Project on the Redevelopment Property, and that the Developer has not received any notice of any violation of the Village Code, or of any applicable laws of the State of Illinois or the United States of America, and/or any agency or subdivision thereof, as well as any ordinances and resolutions of the Village pertaining to the Project which by their respective terms are to have been complied with prior to the completion of the Project. The Village confirms that it has not issued any notices as described herein.

D. The Developer agrees that in the event there is an assignment that does not comply with the provisions of Section 17.19 of this Agreement, the Village shall have the right to declare an event of default under Section 12 of this Agreement.

E. To the best of its knowledge, the Village has delivered or made available to the Developer copies, if any, of all environmental reports, studies or other information relating to the Redevelopment Property that the Village has in its files, if any (the “Reports”). The Village makes no warranties or representations regarding the contents of such Reports. The Developer hereby unconditionally and irrevocably waives and releases the Village from and against any liability or claim related to the Reports and the accuracy or completeness of the information contained therein. The Developer acknowledges that it shall not rely on the Reports or the information contained, and has conducted or shall conduct its own continuing environmental due diligence with respect to all matters and information otherwise relating to the Redevelopment Property and the environmental condition thereof. The Village makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Redevelopment Property or anywhere within the Redevelopment Project Area of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§ 961-9657, as amended) (collectively, the “Hazardous Substances”). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Redevelopment Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Redevelopment Property that would cause or contribute to causing (1) the Redevelopment Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Redevelopment Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. § 691 *et seq.*, or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Redevelopment Property within the meaning of, or otherwise bring any Redevelopment Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*, or any similar state law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Project of any substances or conditions in or on the Redevelopment Property that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Redevelopment Property, or whether any above or underground tanks have been located under, in or about the Redevelopment

Property and have subsequently been removed or filled. With respect to the conveyance of the Redevelopment Property, the Developer acknowledges and agrees that the Redevelopment Property shall be conveyed and accepted in an “AS-IS,” “WHERE-IS” condition and that the Village makes no representations, warranties or agreements of any kind whatsoever as to its condition, quality, or suitability for development. It shall be the sole responsibility of the Developer, at the Developer’s sole expense, to investigate and determine the soil and all other conditions to accommodate the Project to be constructed by the Developer hereunder. If the soil or any other conditions of the Redevelopment Property are not, in all respects, entirely suitable for the Project, then it shall be the sole responsibility and obligation of the Developer, at the Developer’s sole expense, to do such things as may be necessary to modify and improve said conditions, as to make the same entirely suitable for the Project. The Developer (i) waives and releases any and all claims against the Village for indemnification, contribution, reimbursement or other payments arising under federal, state and common law or relating to the environmental condition of the Redevelopment Property, and (ii) holds harmless and indemnifies the Village against any and all loss, damage, claims, demands, suits, costs, expenses (including reasonably attorney fees) whatsoever arising or in any way related to the environmental condition and/or remediation of any contamination of the Redevelopment Property. The Developer shall also furnish to the Village all Phase I, Phase II, RAP, and any other environmental studies and reports completed for the property.

Section 7.3. Undertakings on the Part of the Village.

A. The Village shall timely process all Developer permit submittals including but not limited to certificates of occupancy, so long as they are in compliance with Village Code and ordinances, as modified herein.

B. The Village shall cooperate, in good faith, with Developer’s efforts to develop and construct the Project in a manner consistent with this Agreement.

C. The Developer and the Village each represent to the other that it has not engaged the services of any finder or broker with respect to the purchase of any land related to the Project and that it is not liable for any real estate commissions, broker’s fees, or finder’s fees which may accrue by means of the acquisitions of any portion of the Redevelopment Property, and each agrees to hold the other harmless from such commissions or fees as are found to be due from the Party making such representations.

D. The Village will consider up to three (3) liquor licenses to the commercial tenant space, provided that notwithstanding the foregoing, all liquor license applicants must comply with all Village and State laws, rules and regulations and that the issuance of any liquor license requires the approval of the corporate authorities of the Village and the Village liquor commissioner.

Section 7.4. Undertakings on the Part of the Developer.

A. The Developer shall commence construction of the Project in substantial accordance with the Project Schedule, subject to Uncontrollable Circumstances, and shall not cause or permit the existence of any violation of the Village Code. The Developer shall have achieved Substantial Completion of the entire Project in accordance with the Project Schedule.

B. The Developer shall require the title holder of record (if at any time different from the Developer) of the Redevelopment Property to give the Village notice within ten (10) days of receipt of same regarding any forfeiture on the financing documents by the Developer for the financing of the Project or its subsequent purchase if an assignment is approved hereunder, and any tax and/or "scavenger" sale of the Redevelopment Property, or any portion thereof.

C. The Developer intends to promptly pay or cause to be paid as the same become due, any and all taxes and governmental charges of any kind that may at any time be lawfully finally assessed and payable with respect to the Project and/or the Redevelopment Property. In the event the Developer (or any owner of the Project other than the Developer) fails to make such payments, the Village may exercise any remedy available under State law. This agreement shall not confer any additional remedies in addition to those available under State law.

D. The Developer and the Village each represent to the other that it has not engaged the services of any finder or broker with respect to the purchase of any land related to the Project and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Redevelopment Property, and each agrees to hold the other harmless from such commissions or fees as are found to be due from the Party making such representations.

8. ADHERENCE TO VILLAGE CODES AND ORDINANCES. All development and construction of the Project shall comply in all respects with all applicable provisions in the Village Code and all other applicable codes and ordinances of the Village in effect on the Effective Date of this Agreement. The Developer has examined and is familiar with all of the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental laws (including any law relating to public health, safety and the environment and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions which exist on the Effective Date of this Agreement, and land use regulations, codes, ordinances, federal, state and local ordinances and the like, in effect on the Effective Date of this Agreement and applicable to the construction and operation of the Project.

9. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE. The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

Section 9.1. Authority. The Village has all requisite corporate power and authority to enter into this Agreement.

Section 9.2. Authorization. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

Section 9.3. Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the TIF District in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

Section 9.4. Leases and Service Contracts. The Redevelopment Property is not subject to any verbal or written lease agreements or service contracts.

10. INSURANCE.

Section 10.1. Project Insurance. The Developer, and any successor in interest to the Developer, shall, after conveyance of the portions of the Redevelopment Property to be conveyed to the Developer under this Agreement, until construction of the Project is complete, obtain or cause to be obtained and continuously maintain insurance on the Project and, from time to time at the request of the Village, furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain:

A. From the commencement of any construction of the Project until issuance of the Certificates of Substantial Completion, Developer shall procure and maintain:

(i). *Workers Compensation and Employers Liability Insurance.* Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than \$1,000,000.00 each accident or illness.

(ii) *Commercial General Liability Insurance.* Commercial General Liability Insurance with not less than \$10,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The Village is to be named as an additional insured on a primary, non-contributory basis.

(iii) *Automobile Liability Insurance.* Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Village is to be named as an additional insured on a primary, non-contributory basis.

(iv) *All Risk/Builders Risk.* When Developer undertakes any construction, Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. The Village is to be named as an additional insured and loss payee if applicable.

(v) *Valuable Papers.* When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

(vi) *Independent Contractors and Subcontractors.* Developer shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:

(i) Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the Village;

(ii) Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;

(iii) Waive all rights of subrogation of insurers against the Village, its employees, elected officials, and agents; and

(iv) Specifically name Developer and Village named insureds.

C. Within thirty (30) days of the Effective Date, Developer shall furnish the Village with a certificate(s) of insurance effecting coverage as required under this Section 11. In addition, Developer shall annually furnish the Village copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the Village that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the Village to obtain certificates or other insurance

evidence is not a waiver by the Village of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

D. Any deductibles or referenced insurance coverages must be borne by Developer or its independent contractors or subcontractors.

E. The insurance requirements set forth in this Section 10 shall in no way limit or be used to offset against Developer's indemnification obligations under this Agreement.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY.

Section 11.1. Indemnification. The Developer releases from and covenants and agrees that the Village, its governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "*Indemnified Parties*") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss, damage, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer and its officers, employees, agents and/or contractors (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project ("*Indemnified Claims*"); provided, however, that the Developer's indemnity under this Section shall be reduced to the extent the Indemnified Claims are caused, if at all, by the willful misconduct or gross negligence on the part of the Indemnified Parties or to the extent the Indemnified Claims are caused, if at all, by the Village's failure to comply with any material requirement of this Agreement.

Section 11.2. Limitation of Liability. No recourse under or upon any obligation, covenant or condition in this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the Village, or its officers, officials, agents and/or employees, in any amount in excess of any specific sum agreed by the Village to be paid to the Developer hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the Village, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of the Developer against the Village, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

12. EVENTS OF DEFAULT AND REMEDIES.

Section 12.1. Developer Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and

delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made.

B. Failure of the Developer to comply with any material covenant or obligation contained in this Agreement, or any other agreement, financing or otherwise, concerning the Project, the Redevelopment Property, or the existence, structure or financial condition of the Developer.

C. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its Redevelopment Property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days.

D. The Developer: (i) becomes insolvent; or (ii) is unable, or admits in writing its inability to pay, its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) is adjudicated a bankrupt; or (v) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) applies to a court for the appointment of a receiver for any asset; or (viii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of the Developer and such appointment shall not be discharged within thirty (30) days after his appointment or the Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against the Developer and remains pending for a period of thirty (30) consecutive days, unless the same has been bonded, and as a result thereof, the Developer ceases to operate; or (x) files any lawsuit, claim and/or legal, equitable or administrative action affecting the Village's ability to collect any such sales tax revenue hereunder.

E. Failure to have funds to meet the Developer's obligations.

F. The Developer abandons the Project on the Redevelopment Property. Abandonment shall be deemed to have occurred when work stops on the Redevelopment Property for more than thirty (30) consecutive days for any reason other than: (i) Uncontrollable Circumstances, (ii) if the Developer is ahead of its planned construction schedule on the Project Schedule, or (iii) work stoppage caused by an action or inaction of the Village that is not in compliance with the terms of this Agreement.

G. The Developer materially fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement.

Section 12.2. Village Events of Default. The following shall be Events of Default with respect to this Agreement:

A. If any representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Developer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an event of default only if the Village does not remedy the default within thirty (30) days after written notice from the Developer.

B. Default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the Village; provided, however, that such default or breach shall constitute an event of default only if the Village does not, within thirty (30) days after written notice from the Developer, initiate and diligently pursue appropriate measures to remedy the default, or if the Village fails to cure such default within ninety (90) days of written notice of such default.

C. Failure of the Village to comply with any of its obligations under this Agreement, unless otherwise stated herein.

D. Notwithstanding the foregoing and despite the Village's best efforts, the inability of the Village to issue the Bonds shall not constitute an Event of Default with respect to this Agreement. If the Village is unable to issue the Bonds, the Village shall pay the Pledge Incremental Revenues to the Developer until the amount paid to the Developer (the sum of such payments made being referred to herein as the "*Direct Pay Amount*") equals the \$13,000,000.00 plus the additional costs incurred by the Developer to replace the funds that would have been received had the Bonds been issued pursuant to this Agreement. The Village shall continue to attempt to issue the Bonds in accordance with the terms of this Agreement and this Agreement shall remain in full force and effect, provided, however, that the Net Bond Proceeds Amount shall be reduced by any Direct Pay Amount. Nothing in this paragraph shall affect the Developer's rights under this Agreement.

Section 12.3. Remedies of Default. In the case of an event of default hereunder:

A. The defaulting party shall, upon written notice from the non-defaulting party, take immediate action to cure or remedy such event of default. If, in such case, any monetary event of default is not cured within thirty (30) days, or if in the case of a non-monetary event of default, action is not taken or not diligently pursued, or if action is taken and diligently pursued but such event of default or breach shall not be cured or remedied within a reasonable time, but in no event more than ninety (90) additional days after receipt of such notice, unless extended by mutual agreement, the non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy

such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

B. In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

C. In the case of an event of default by the Developer, and its failure to cure such default after due notice and within the time frames provided for in this Agreement, in addition to any other remedies at law or in equity, the Village may terminate this Agreement and upon such termination shall be relieved of its obligations under this Agreement, including but not limited to its obligation to pay any further incentive amounts to the Developer and its obligations to convey any land to the Developer.

Section 12.4. Attorney's Fees. In the event any action is commenced by either Party to this Agreement for the interpretation or enforcement of this Agreement the Prevailing Party shall be entitled to reasonable attorney's fees and costs assessed against the Non-Prevailing Party. In the event any action is commenced by any party who is not a party to this Agreement each party shall pay its own attorney's fees in such action.

Section 12.5. Third-Party Litigation; Reimbursement of Village for Legal and Other Fees and Expenses. Subject to the limitations on the Developer's hold harmless and indemnification obligations set forth in Section 11 of this Agreement, in the event that any third party or parties institutes any legal proceedings against the Village, which relate to the construction of the Project, operation of the Project (except for that portion operated by the Village), or to the terms of this Agreement, then, in that event, the Developer shall indemnify and hold harmless the Village from any and all such proceedings. Further, the Developer, upon receiving notice from the Village of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that the Developer may not at any time settle or compromise such proceedings without advance written notice to the Village. If such settlement or compromise involves any admission of wrongdoing on the part of the Village, or any liability imposed on the Village, monetary or otherwise, then the Developer shall be required to obtain the Village's consent to such settlement or compromise in advance. Note: Brian will review.

In any such litigation, if Illinois Rules of Professional Conduct prohibit the Village and the Developer from being represented by the same counsel or if the positions of the Village and the Developer in such litigation will necessarily be in conflict, then the Village shall have the option of being represented by its own legal counsel. In the event that the Village exercises such option, then the Developer shall reimburse the Village from time to time on written demand from the Village Manager and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the Village in connect therewith.

Section 12.6. No Waiver by Delay or Otherwise. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific event of default be considered or treated as a waiver of the rights by the waiving Party of any future event of default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

Section 12.7. Rights and Remedies Cumulative. Except as may be specifically provided for in this Agreement, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same event of default.

13. PROJECT INSPECTION. Upon reasonable notice, the Village and its representatives and consultants shall have access to inspect to all portions of the Project during reasonable times for the term of this Agreement, separate from the required building permit inspections.

14. COSTS OF THE PROJECT.

Section 14.1. Project Budget. The Project Budget attached hereto and incorporated herein as Exhibit G is the Developer's best estimate of the overall costs of the Project (the "Project Budget").

Section 14.2. Developer's Cost. The Developer shall be responsible for funding the entire cost of constructing the Project, less the Net Bond Proceeds Amount.

Section 14.3. Developer's Budget Management. Should the actual cost or expense of the Project be greater than the amount set forth in the Budget, the Developer shall be required to pay such excess costs.

15. PROJECT AUDIT. Upon reasonable notice, the Village and its representatives and consultants shall have access to all portions of the Project during reasonable times for the term of this Agreement. Upon reasonable notice, the Village and its representatives and consultants shall have access to all books and records relating to the Eligible Redevelopment Project Costs, and Bond costs, the Redevelopment Property and the Redevelopment Project Costs with respect thereto, including but not limited to the general contractor's and contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. These records shall be available for inspection, audit and examination. The Village agrees to keep all financial information of the Developer confidential, except to the extent required for compliance with any applicable law, rule or regulation.

16. CONSTRUCTION OF THE PROJECT.

Section 16.1. Delivery of Building and Engineering Plans. The Developer shall, pursuant to the Project Schedule, cause to be delivered to the Village for review and approval the building and final engineering plans for the Project. The Developer shall also file at appropriate times and diligently pursue all required applications and supporting documentation as may be necessary to secure any permit required to be issued by any other unit of government whose approval is a necessary precondition to the Developer's right to construct the Project.

Section 16.2. Plan Review Cooperation. The Village agrees to meet with the Developer and its authorized agents as frequently as may reasonably be necessary to coordinate the preparation of, submission to and review and approval by the Village of the Project building permit applications. Any errors or omissions of the Village in the review of and comments provided in response to the submittals shall not constitute a waiver of the application of the Village's ordinances and regulations related to the Project.

Section 16.3. Corrected Documents. Should the Village reject any submitted building permit applications for failure to comply with the Final Plans, the Developer shall, within twenty-one (21) business days, or such other reasonable time, after receiving written notice thereof, cause new or corrected documents to be prepared and submitted to the Village. This process, within the time frames herein stipulated, shall be repeated as often as may be necessary until the documents are in compliance with the Final Plans and applicable laws and ordinances, except that all submittals after the initial submittal shall be reviewed by the Village within such shorter period as may be reasonably practical.

Section 16.4. Time for Completion. Subject to an Uncontrollable Circumstance, the Project shall be constructed in accordance with the Project Schedule.

17. MISCELLANEOUS PROVISIONS.

Section 17.1. Cancellation. In the event the Developer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including the Developer's duty to build the Project, by the order of any court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project, shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and Agreements or rights and privileges of the Developer or the Village, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole (or in part with respect to that portion of the Project materially affected) by giving written notice thereof to the other within sixty (60) days after such final decision or amendment. If the Village terminates this Agreement pursuant to this Section 17.1, to the extent it is then appropriate, the Village, at its option, may also terminate

its duties, obligation and liability under all or any related documents and agreements provided. Further, the cancellation or termination of this Agreement shall have no effect on the authorizations granted to the Developer for buildings permitted and under construction to the extent permitted by said court order; and the cancellation or termination of this Agreement shall have no effect on perpetual easements contained in any recorded, properly executed document.

Section 17.2. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service, (b) electronic communications, whether by electronic mail or fax between 9:00 a.m. and 5:00 p.m. CST Monday through Friday, (c) overnight courier, (d) registered or certified first class mail, postage prepaid, return receipt requested, or (e) priority mail with delivery confirmation.

If to Village: Village of Villa Park
Attn: Village Manager
20 South Ardmore Avenue
Villa Park, Illinois 60181-2696
Email: mharline@invillapark.com
Fax: (630) _____

With a copy to: Melissa Wolf
Storino, Ramello & Durkin
9501 Technology Blvd., Suite 4200
Rosemont, Illinois 60018
Email: melissa@srd-law.com
Fax: (847) 318-9509

If to Developer: Nicholas M. Ryan
Marquette Real Estate Investments, LLC
135 Water Street, 4th Floor
Naperville, Illinois 60540
Email: nryan@marquettecompanies.com
Fax: (630) 420-4731

With a copy to: Kevin M. Gensler
Dommermuth, Cobine, West, Gensler,
Philipchuck and Corrigan, Ltd.
111 E. Jefferson Avenue, Suite 200
Naperville, Illinois 60540
Email: kmg@dbcw.com
Fax: (630) 355-5976

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request

sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

Section 17.3. Time of the Essence. Time is of the essence of this Agreement.

Section 17.4. Integration. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

Section 17.5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 17.6. Recordation of Agreement. The Parties agree to record this Agreement, executed by the then current owners of the Redevelopment Property in the appropriate land or governmental records. The Developer shall pay the recording charges.

Section 17.7. Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 17.8. Choice of Law, Venue and Waiver of Trial by Jury. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any legal proceeding of any kind arising from this Agreement shall be in the Circuit Court of DuPage County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy.

Section 17.9. Entire Contract and Amendments. This Agreement (together with the exhibits attached hereto) is the entire contract between the Village and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Developer and may not be modified or amended except by a written instrument executed by the Parties hereto, unless otherwise provided in this Agreement.

Section 17.10. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and the Developer or permitted assign, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever, except as specifically provided otherwise herein.

Section 17.11. Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 17.12. Cooperation and Further Assurances. The Village and the Developer each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 17.13. Covenants Run with the Land/Successors and Assigns. It is intended that the covenants, conditions, agreements, promises, obligations and duties of each party as set forth in this Agreement shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenanted and the Project. Such covenants shall terminate upon termination or expiration of this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon each Developer and each Developer's respective successors, grantees and assigns, and upon successor corporate authorities of the Village and successor municipalities.

Section 17.14. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any person to create the relationship of a partnership, agency or joint venture between or among such Parties.

Section 17.15. No Personal Liability of Officials of the Village or the Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, Village Manager, any elected official, officer, partner, member, director, agent, employee or attorney of the Village or the Developer, in his or her individual capacity, and no elected official, officer, partner, member, director, agent, employee or attorney of the Village or the Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

Section 17.16. Party Costs. Except as provided in Section 12.4, each Party shall be solely responsible, and each party hereby waives any claims against the other, for any and all costs and expenses incurred as a result of negotiating and entering into this Agreement and the undertakings associated therewith, including but not limited to the zoning entitlements resulting in the Final Plans.

Section 17.17. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village Code, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

Section 17.18. Term. The provisions of this Agreement shall run with and bind the Redevelopment Property and shall inure to the benefit of, be enforceable by, and obligate the Village, the Developer, and any of their respective grantees, successors, assigns and transferees, including all successor legal or beneficial owners of all or any portion of the Redevelopment Property commencing with the Effective Date and expiring upon the earlier to occur of (i) December 31, 2047, being the expiration of the Redevelopment Project Area, or (ii) the date the Developer satisfies all obligations pursuant to this Agreement, or (iii) the payment of the Bonds, or any refunded Bonds (“Term”). Notwithstanding the foregoing, Section 11 and Section 12.5, and any other provisions of this Agreement, providing the Developer indemnity and holding the Village harmless shall survive said Term and expire ten (10) years from the Effective Date.

Section 17.19. Nature, Survival and Transfer of Obligations.

A. Successors and Transferees. During the Term of this Agreement and to assure that all grantees, successors, assigns, and transferees of the Developer and all successor owners of all or any portion of the Redevelopment Property have notice of this Agreement and the obligations created by it, the Developer shall:

(i) Deposit with the Village Clerk, concurrent with the Village’s approval of this Agreement, any consents or other documents necessary to authorize the Village to record this Agreement in the office of the DuPage County Recorder of Deeds; and

(ii) Notify the Village in writing at least thirty (30) days prior to any date on which the Developer transfers a legal or beneficial interest in any portion of the Redevelopment Property to a third party; and

(iii) Require, prior to the transfer of all or any portion of the Redevelopment Property, or any legal or equitable interest therein, to any third party, the transferee of said portion or interest in the Redevelopment Property to execute an enforceable written agreement agreeing to be bound by the provisions of this Agreement (“*Transferee Assumption Agreement*”) and to provide the Village, upon request, with such reasonable assurance of the financial ability of the transferee to meet those obligations as the Village may require. The Village agrees that upon a successor becoming bound to the obligation created in the manner provided in this Agreement and providing the financial assurances required pursuant to this Agreement, the liability of the Developer shall be released to the extent of the transferee’s assumption of the liability. The failure of the Developer to provide the Village with a copy of a Transferee Assumption Agreement fully executed by the transferee and, if requested by the Village, with the transferee’s proposed assurances of financial capability before completing any transfer, shall result in the Developer remaining fully liable for all of its obligations under this

Agreement but shall not relieve the transferee of its liability for all such obligations as a successor to the Developer.

B. **Transfer Defined.** For purposes of this Agreement, the term “transfer” shall be deemed to include any assignment, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Redevelopment Property, or any beneficial interest in the Redevelopment Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise; provided, however, that notwithstanding anything to the contrary set forth in this Agreement, the term “transfer” shall not be deemed to include any assignment, sale, transfer, or any other disposition of the Redevelopment Property or the rights and obligations under this Agreement as or by the Developer to (i) a Developer Affiliate, or (ii) an institutional investor or lender that is providing financing and/or capital to the Project for or on behalf of any of the entities described in (i) of this subsection.

C. **Mortgagees of Property.** This Agreement shall be binding on all mortgagees of the Redevelopment Property or other secured parties automatically upon such mortgagee assuming title to the Redevelopment Property, in whole or in part, by a foreclosure or a deed in lieu of foreclosure without the necessity of entering into a Transferee Assumption Agreement. Until such time, however, a mortgagee or other secured party shall have no personal liability hereunder.

Section 17.20. Collateral Assignment. It is understood and acknowledged that the Developer and its institutional investor intend to obtain construction financing (the “*Construction Loan*”) for the Project and that the construction lender (“*Lender*”) typically requires a collateral assignment of any relevant development agreement. If such financing is obtained and if the Lender requires such a collateral assignment, the Village hereby consents to the assignment of this Agreement to the Lender’s collateral security for the Construction Loan.

In the event that any Lender is to succeed to the Developer’s interest in the Redevelopment Property, or any portion thereof, pursuant to the collateral assignment and in conjunction with such succession accepts an assignment of the Developer’s interest in this Agreement, the Village shall recognize such party as the successor in interest to the Developer with respect to the Redevelopment Property or the portion acquired by such Lender. However, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if the Lender accepts an assignment of the Developer’s interest under this Agreement, it automatically accepts not only the Developer’s rights hereunder but also all of the Developer’s obligations hereunder. However, if such Lender does not expressly accept an assignment of the Developer’s interest hereunder, such Lender shall be entitled to no rights and benefits under this Agreement. The foregoing (Lender’s lack of expressly accepting an assignment) shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy. Under all such circumstances, the Redevelopment Property may only be developed in accordance with this Agreement.

With respect to a mortgage to which the Village has not consented in writing, if that mortgagee or any other party shall succeed to the Developer’s interest in the Redevelopment Property or any portion of it and in conjunction with such succession accepts an assignment of the

Developer's interest in the Redevelopment Property, the Village shall not be obligated to recognize such party as the successor in interest to the Developer under this Agreement. Unless and until the Village accepts, in writing, such party as the successor interest, such party shall be entitled to no rights or benefits under this Agreement and the foregoing shall apply whether the succession is by foreclosure or deed in lieu of foreclosure or any other remedy. The exercise of any such remedy and the transfer of title to the Redevelopment Property or any portion of it to a mortgagee or any other party in connection with such exercise shall not be subject to the consent of the Village.

Neither the Developer's making of a collateral assignment of its interest under this Agreement to a Lender, nor the exercise by a Lender of any of its remedies, shall constitute an acceptance by such Lender or any other party of such assignment. Such Lender or other party shall not be deemed to have accepted such assignment until such time as such Lender or other party has executed and delivered to the Village a written acceptance of such assignment. In the absence of such acceptance, such Lender or other party shall have no rights or benefits under this Agreement.

For so long as the Redevelopment Property is the subject of a TIF District, neither the Redevelopment Property nor any improvements on it may be collaterally assigned or otherwise encumbered without the Village's consent for any purpose other than to finance the ownership and development of the Project pursuant to this Agreement.

If a default by the Developer under this Agreement occurs and the Developer does not cure it within the cure period that applies to the Developer under this Agreement, then the Village shall promptly give the Lender a notice of expiration of such cure period (the "*Cure Period Expiration Notice*"). The Lender shall have the right, but not the duty, to perform any obligation of the Developer under this Agreement and to cure any default. Such Lender shall have thirty (30) days after receipt of the Cure Period Expiration Notice to cure such default. However, with respect to any default by the Developer, the cure of which requires the Lender to possess and control the Redevelopment Property, if such Lender undertakes, by written notice to the Village within thirty (30) days after receipt of the Cure Period Expiration Notice, to exercise reasonable efforts to cure such default, such Lender's cure period shall continue for such additional time as may reasonably be required to obtain possession and control of the Redevelopment Property and thereafter cure the default within one hundred twenty (120) days. Such Lender may abandon exercise of its cure rights without liability to the Village or any other party, provided it gives the Village express written notice that it is so abandoning exercise of its cure rights. The Village shall accept cure by such Lender in fulfillment of the Developer's obligations, for the account of the Developer and with the same force and effect as if performed by the Developer.

It is understood and acknowledged that, irrespective of any Lender remedies, the Redevelopment Property may not be developed, redeveloped, completed or maintained except in accordance with this Agreement. This restriction shall attach to and run with the land whether or not a Lender or any other entity holding an interest in the Redevelopment Property accepts the assignment of this Agreement. Notwithstanding anything in this Agreement or any other document to the contrary and irrespective of the underlying zoning of the Redevelopment Property, it is the intent of the Parties that any successor in interest to the Developer shall have only the development rights accorded by this Agreement and any approvals or permits issued pursuant to

it. Further, each and every covenant, dependent or independent, and each and every obligation of this Agreement shall encumber such development.

Moreover, if any such Lender, mortgagee or other party thereafter seeks to sell, transfer, assign, or otherwise dispose of the Redevelopment Property and/or the Project, any such sale, transfer, assignment or disposition shall be governed by the provisions of Section 17.19 above.

Section 17.21. Termination. Notwithstanding any provision in this Agreement to the contrary, and subject to rights and remedies of the Parties under Section 12.3 above, in the event this Agreement is terminated for any reason, as provided for herein, by either Party, each Party shall be solely responsible, and each Party hereby waives any claims against the other, for any and all costs and expenses incurred as a result of negotiating and entering into this Agreement and the undertakings associated therewith, including but not limited to the zoning entitlements resulting in the Final Plans.

Section 17.22. Effective Date. The Parties hereby agree that the Effective Date of this Agreement shall be the date this Agreement is approved by the Village President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE:

VILLAGE OF VILLA PARK,
an Illinois municipal corporation

ATTEST:

By: _____
Village Clerk

By: _____
Village President

[VILLAGE SEAL]

DEVELOPER:

MARQUETTE REAL ESTATE INVESTMENTS,
LLC, an Illinois limited liability company

By: _____
Nicholas M. Ryan

Its: _____
Manager

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nick Cuzzone, personally known to me to be the Village President of the Village of Villa Park, DuPage County, Illinois, and Hosanna Korynecky, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village President and Village Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Nicholas M. Ryan, personally known to me to be the Manager of Marquette Real Estate Investments, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, signed and delivered the said instrument, pursuant to his authority as Manager of said Marquette Real Estate Investments, LLC, as his free and voluntary act, and as the free and voluntary act and deed of said Manager, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public

INDEX OF EXHIBITS

Exhibit A	Legal Description of Redevelopment Property
Exhibit A-1	Map of Redevelopment Property
Exhibit B	Preliminary Plans
Exhibit C	Project Schedule
Exhibit D	Construction Staging Plan
Exhibit E	Disclosure Affidavit

EXHIBIT A
LEGAL DESCRIPTION OF REDEVELOPMENT PROPERTY

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 1 IN CALHOUN'S 2ND ADDITION TO VILLA PARK, IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923 AS DOCUMENT NUMBER 163013, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: 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, NOW THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID 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; AND 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 NORTH WESTERN TRANSPORTATION COMPANY (FORMERLY THE CHICAGO GREAT WESTERN RAILWAY COMPANY), AS SAID MAIN TRACK IS NOW LOCATED, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF MYRTLE AVENUE IN CALHOUN'S 2ND ADDITION TO VILLA PARK, IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923 AS DOCUMENT NUMBER 163013, IN DUPAGE COUNTY, ILLINOIS, BOUNDED AS FOLLOWS: ON THE NORTHEASTERLY SIDE BY THE SOUTHWEST LINES OF LOTS 9 AND 10 IN SAID CALHOUN'S 2ND ADDITION; ON THE SOUTHERLY 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, NOW THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY), ON THE WESTERLY SIDE BY THE SOUTHERLY EXTENSION OF THE (PARALLEL) EAST LINE OF MYRTLE AVENUE, AS PLATTED IMMEDIATELY SOUTH OF E. KENILWORTH STREET (NOW E. WILDWOOD AVENUE).

LAND IS KNOWN AS: 100-110 SOUTH VILLA AVENUE VILLA PARK, IL 60181

MAP OF REDEVELOPMENT PROPERTY

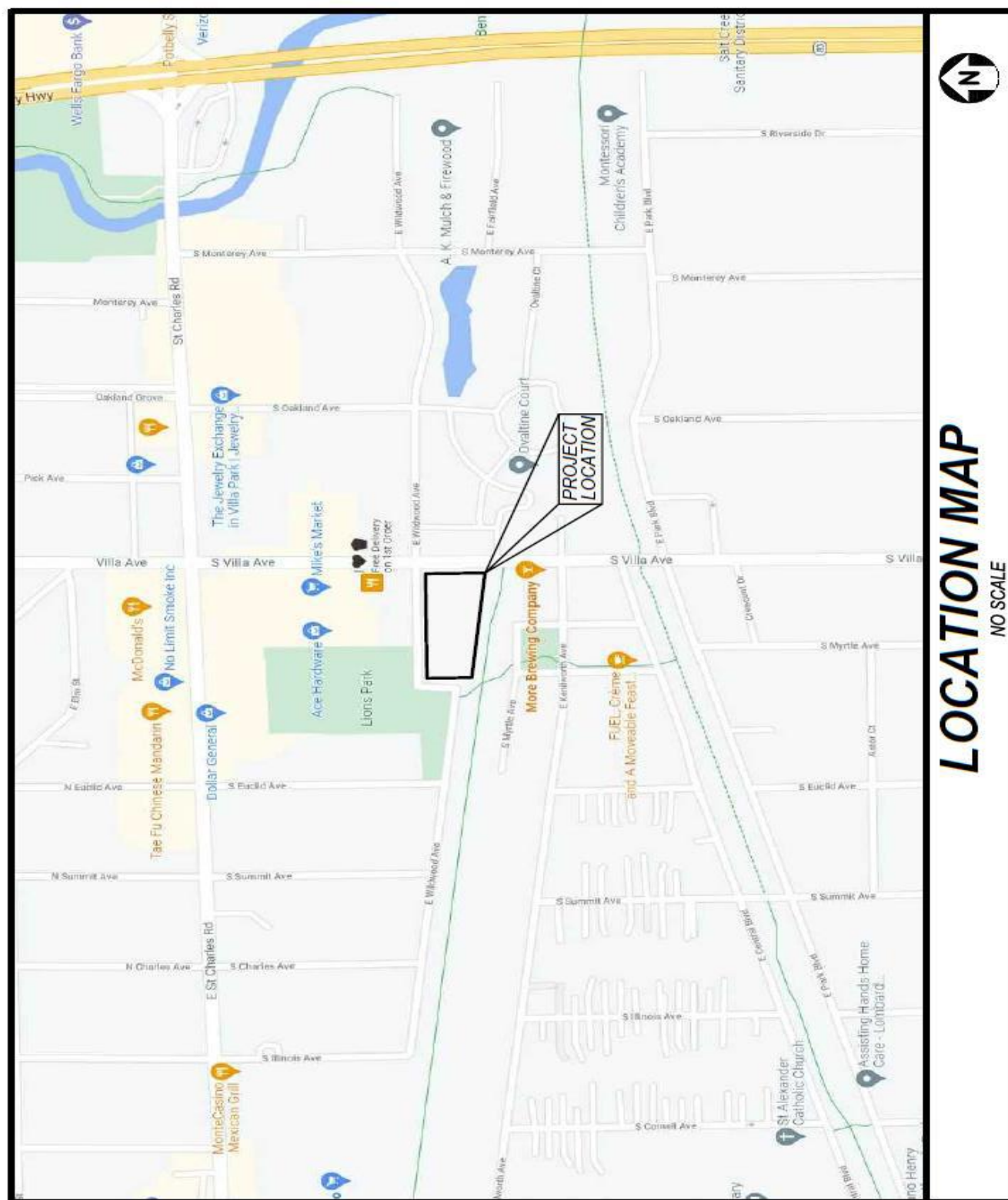


EXHIBIT B
PRELIMINARY PLANS

THE UNION APARTMENTS

110 SOUTH VILLA AVENUE
VILLA PARK, IL 60181
100% DD SUBMISSION - 10/30/2024



OWNER		ARCHITECT		STRUCTURAL ENGINEER		CIVIL ENGINEER		LANDSCAPE ARCHITECT	
OWNER: THE UNION	ARCHITECT: THE UNION	STRUCTURAL ENGINEER: THE UNION	CIVIL ENGINEER: THE UNION	LANDSCAPE ARCHITECT: THE UNION					
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OWNER: THE UNION	ARCHITECT: THE UNION	STRUCTURAL ENGINEER: THE UNION	CIVIL ENGINEER: THE UNION	LANDSCAPE ARCHITECT: THE UNION					

DRAWING INDEX	
1. SITE PLAN	2. FLOOR PLAN
3. SECTION	4. ELEVATION
5. DETAIL	6. LANDSCAPE
7. EXISTING CONDITIONS	8. PROPOSED CONDITIONS
9. UTILITIES	10. TRAFFIC
11. LIGHTING	12. SCHEDULING
13. MATERIALS	14. FINISHES
15. PAINTS	16. GLAZING
17. ROOFING	18. CLADDING
19. INTERIORS	20. EXTERIORS
21. MECHANICAL	22. ELECTRICAL
23. PLUMBING	24. HEATING
25. COOLING	26. VENTILATION
27. SOUND	28. VIBRATION
29. SECURITY	30. ACCESSIBILITY
31. SUSTAINABILITY	32. ENERGY
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41. ARTS	42. RECREATION
43. EDUCATION	44. HEALTHCARE
45. HOUSING	46. TRANSPORTATION
47. COMMUNITY	48. ECONOMIC
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61. REGIONAL	62. LOCAL
63. DISTRICT	64. NEIGHBORHOOD
65. STREET	66. BLOCK
67. CORNER	68. INTERSECTION
69. JUNCTION	70. CROSSING
71. OVERPASS	72. UNDERPASS
73. TUNNEL	74. BRIDGE
75. FERRY	76. BOAT
77. AIRCRAFT	78. SHIP
79. TRAIN	80. BUS
81. CAR	82. BIKE
83. WALKER	84. RUNNER
85. CYCLIST	86. SKATER
87. SURFER	88. FISHER
89. HIKER	90. CLIMBER
91. SWIMMER	92. SKIER
93. BOATER	94. FLYER
95. DIVER	96. SURFER
97. SKATER	98. FISHER
99. HIKER	100. CLIMBER

REVIEW SET - NOT FOR CONSTRUCTION -
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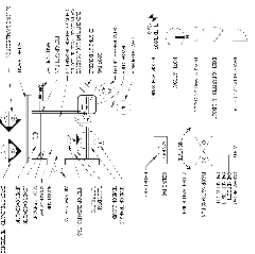
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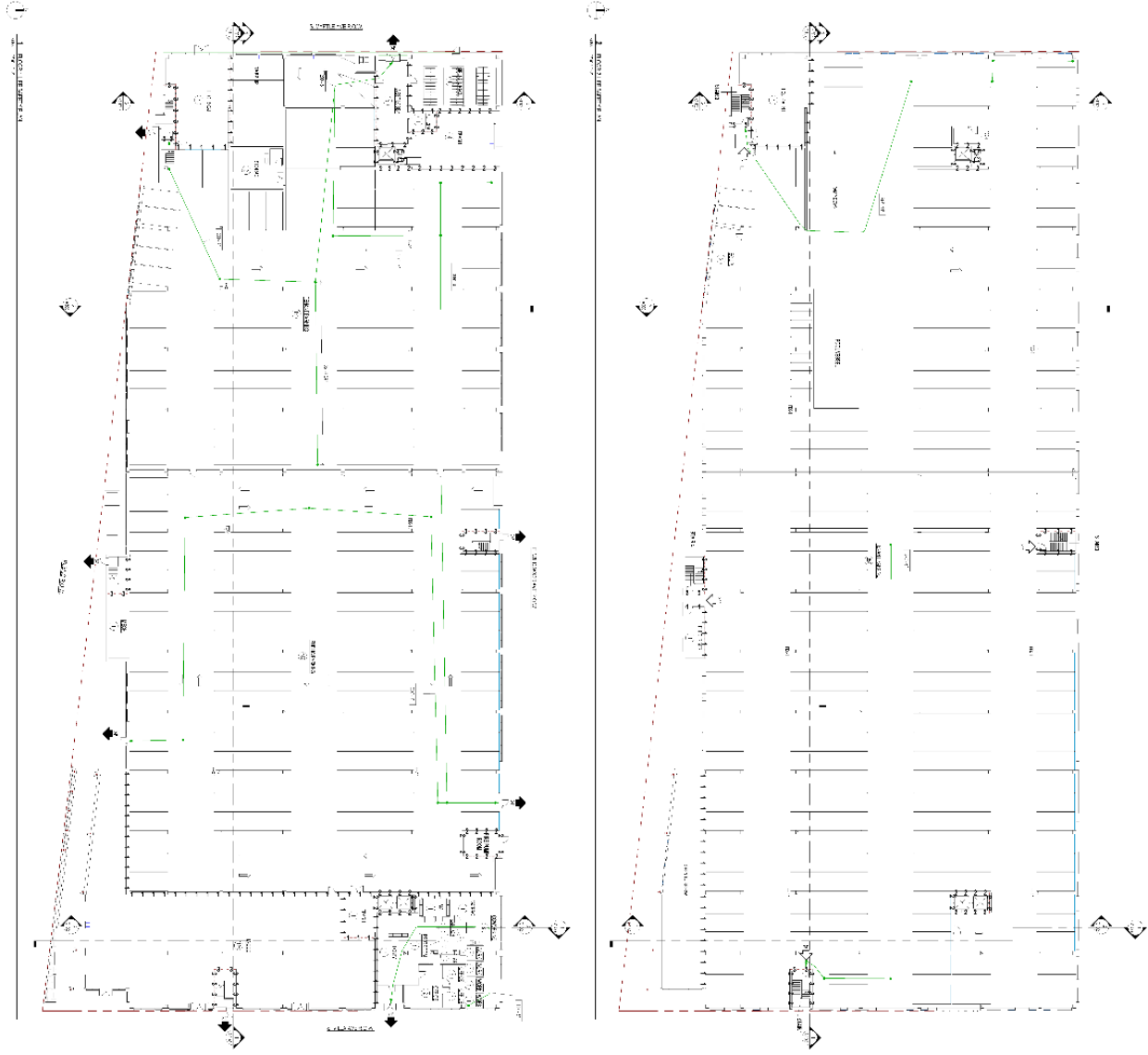
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Case No.	Age	Sex	Occupation	Onset	Duration	Course	Outcome	Remarks
1	45	M	Farmer	1978.10.15	10 days	Acute	Recovered	First case in the family
2	52	F	Housewife	1978.11.05	15 days	Acute	Recovered	Second case in the family
3	38	M	Teacher	1978.11.10	12 days	Acute	Recovered	Third case in the family
4	60	F	Retired	1978.11.15	18 days	Acute	Recovered	Fourth case in the family
5	42	M	Engineer	1978.11.20	14 days	Acute	Recovered	Fifth case in the family
6	55	F	Homemaker	1978.11.25	16 days	Acute	Recovered	Sixth case in the family
7	35	M	Student	1978.12.01	11 days	Acute	Recovered	Seventh case in the family
8	48	F	Shopkeeper	1978.12.05	13 days	Acute	Recovered	Eighth case in the family
9	50	M	Farmer	1978.12.10	17 days	Acute	Recovered	Ninth case in the family
10	40	F	Homemaker	1978.12.15	15 days	Acute	Recovered	Tenth case in the family
11	58	M	Engineer	1978.12.20	19 days	Acute	Recovered	Eleventh case in the family
12	32	F	Student	1978.12.25	10 days	Acute	Recovered	Twelfth case in the family
13	45	M	Teacher	1979.01.05	14 days	Acute	Recovered	Thirteenth case in the family
14	50	F	Homemaker	1979.01.10	16 days	Acute	Recovered	Fourteenth case in the family
15	42	M	Engineer	1979.01.15	18 days	Acute	Recovered	Fifteenth case in the family
16	55	F	Homemaker	1979.01.20	20 days	Acute	Recovered	Sixteenth case in the family
17	38	M	Student	1979.01.25	12 days	Acute	Recovered	Seventeenth case in the family
18	48	F	Shopkeeper	1979.02.01	15 days	Acute	Recovered	Eighteenth case in the family
19	50	M	Farmer	1979.02.05	17 days	Acute	Recovered	Nineteenth case in the family
20	40	F	Homemaker	1979.02.10	19 days	Acute	Recovered	Twentieth case in the family

[illegible]

FOR REVIEW - NOT FOR CONSTRUCTION

GO10



REVISIONS

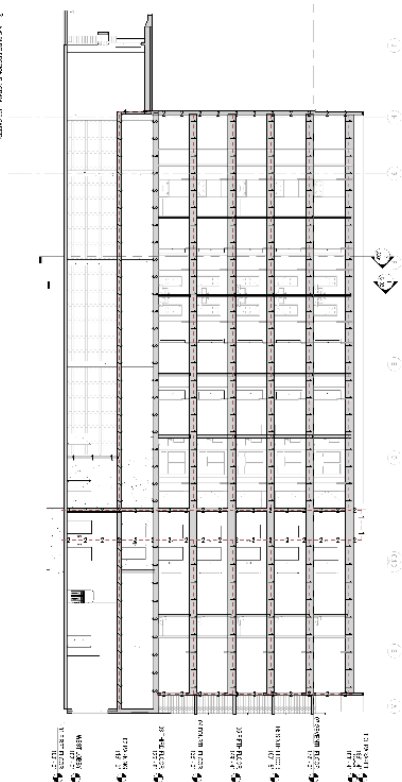
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NOTES

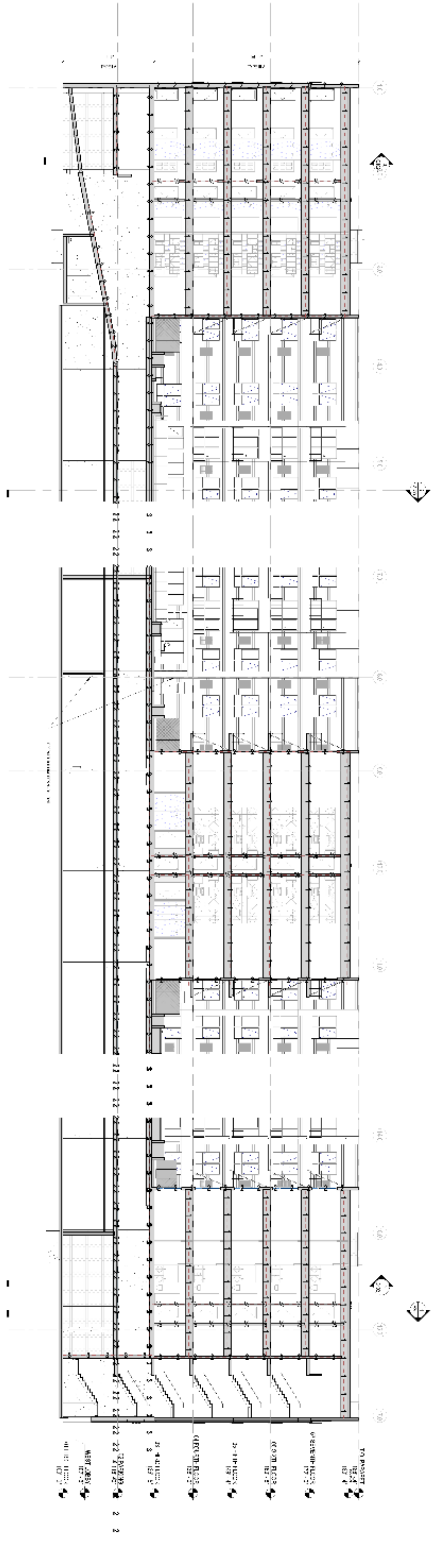
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL MECHANICAL CODE (IMC).
2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.
3. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
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2020年 第1期



2025 RELEASE UNDER E.O. 14176

[illegible]

- FOR REVIEW - NOT FOR CONSTRUCTION -

NAME: Mr.
 Address: 10000
 Phone: 10000
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DATE: 12/11/2014
BY: J. L. KELLY

DATE: 12/11/2014
BY: J. L. KELLY

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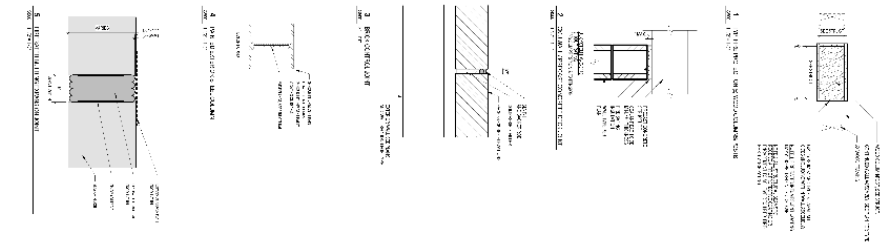
DATE: 12/11/2014
BY: J. L. KELLY

- FOR REVIEW - NOT FOR CONSTRUCTION -

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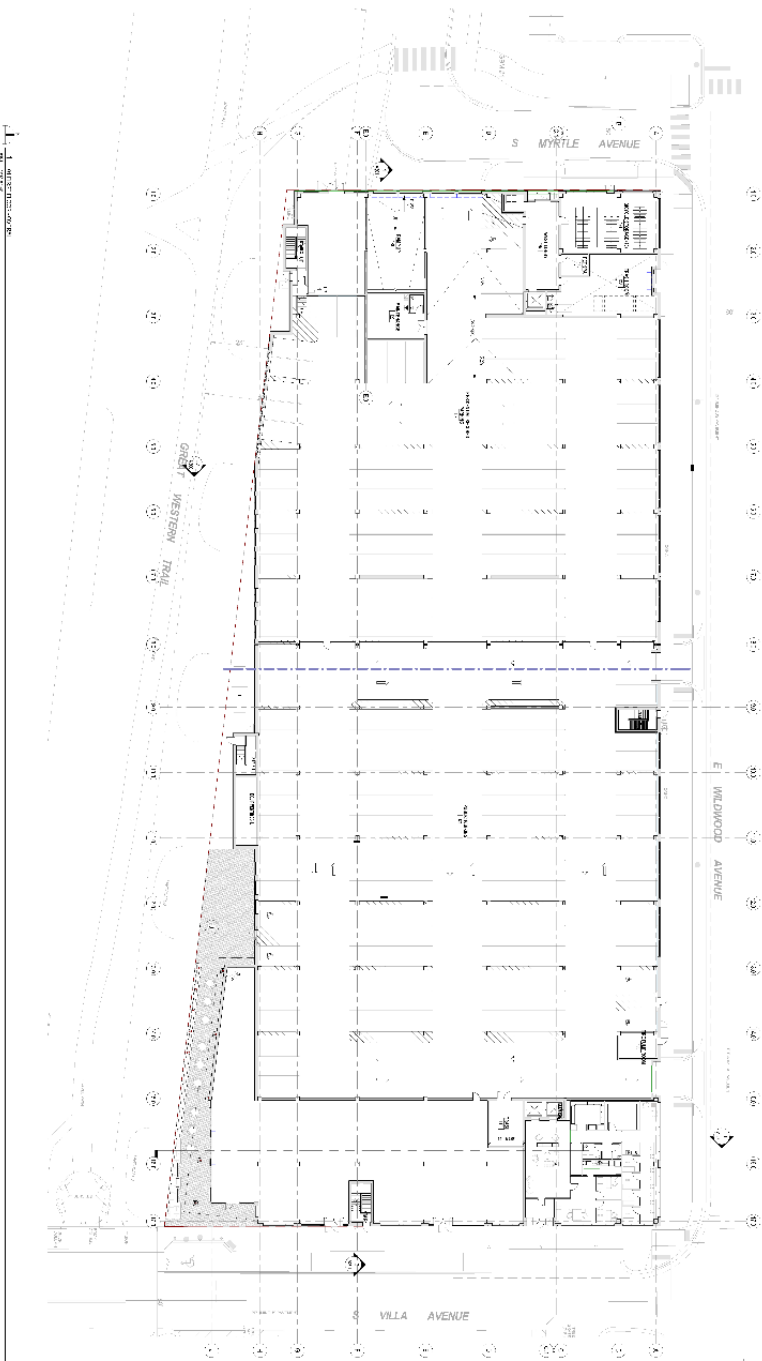
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- FOR REVIEW - NOT FOR CONSTRUCTION -

6500



NO.	DESCRIPTION	DATE
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8	REVISION	10/10/18
9	REVISION	10/10/18
10	REVISION	10/10/18

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS OF THE CITY OF LOS ANGELES, CALIFORNIA.

2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOS ANGELES.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES DURING CONSTRUCTION.

7. THE CONTRACTOR SHALL SUBMIT ALL CHANGES AND REQUESTS FOR INFORMATION IN WRITING.

8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS.

10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE COMMUNICATION WITH THE CITY ENGINEER AND OTHER STAKEHOLDERS.

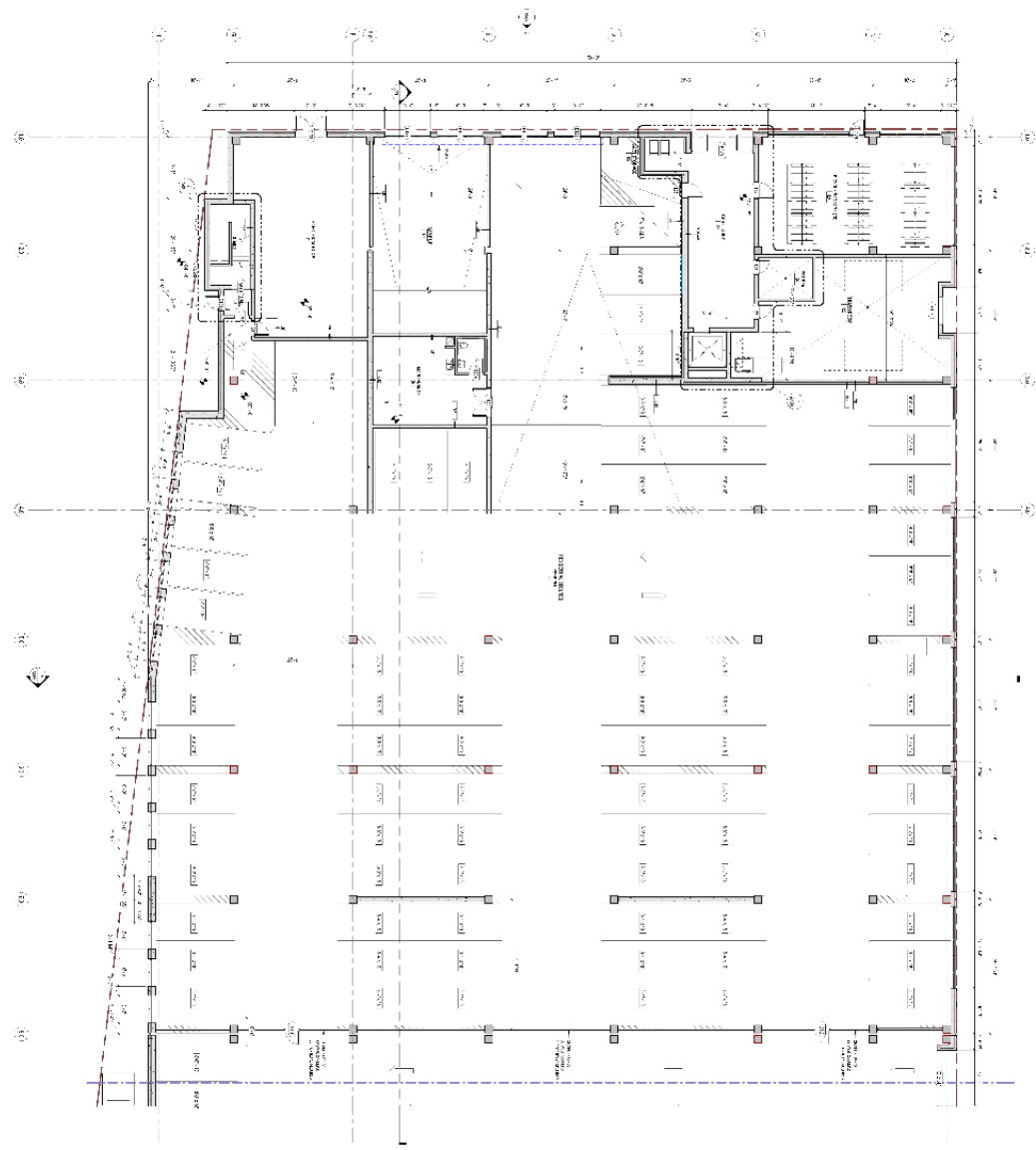
- FOR REVIEW - NOT FOR CONSTRUCTION -

NO.	DESCRIPTION	DATE
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A101

KORB
Architects & Engineers

1/8" = 1'-0"



1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS OF THE STATE OF CALIFORNIA AND THE CITY OF LOS ANGELES.

2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

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4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE CITY OF LOS ANGELES.

10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.

- FOR REVIEW - NOT FOR CONSTRUCTION -

DATE: 02/15/20

PROJECT: A101b

DESIGNER: [Name]

CHECKED: [Name]

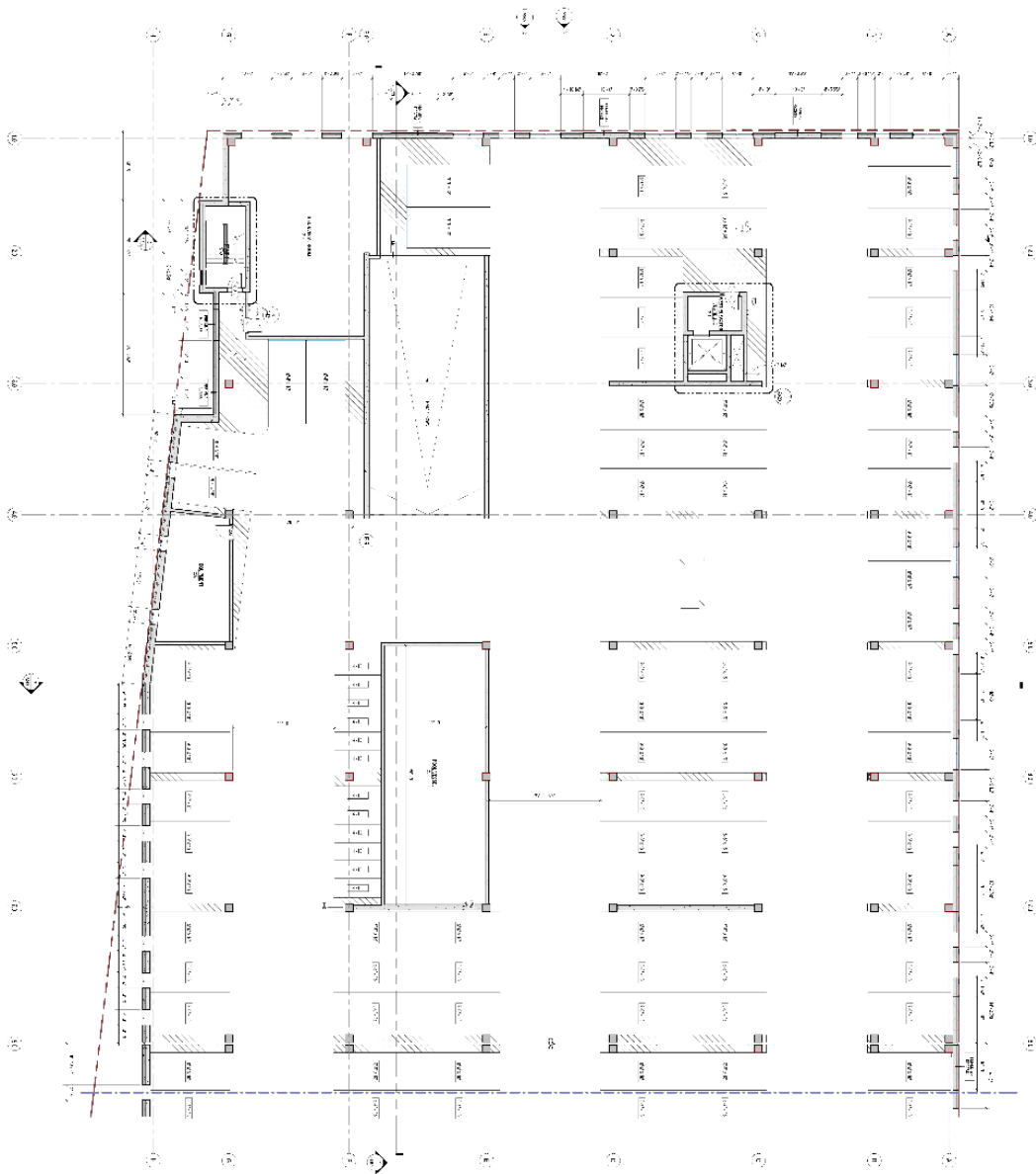
APPROVED: [Name]

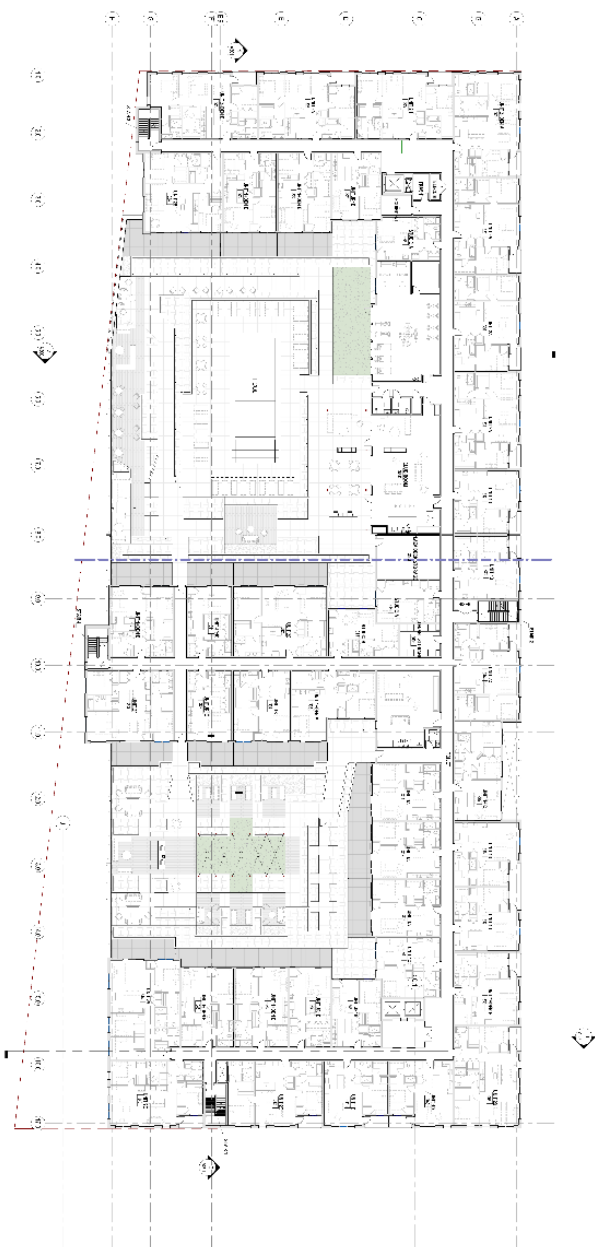
KORB

Architectural Group, Inc.

A102

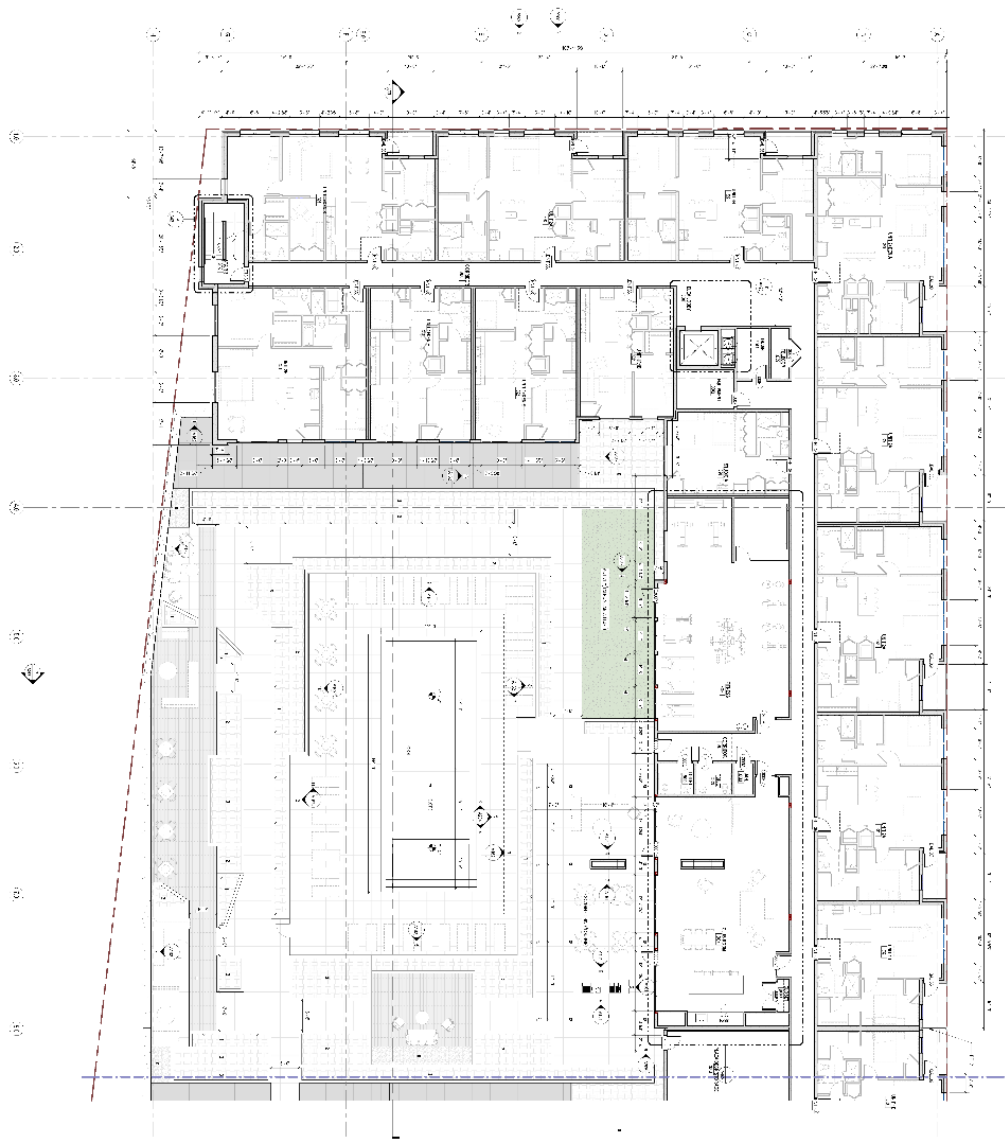
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- FOR REVIEW - NOT FOR CONSTRUCTION -

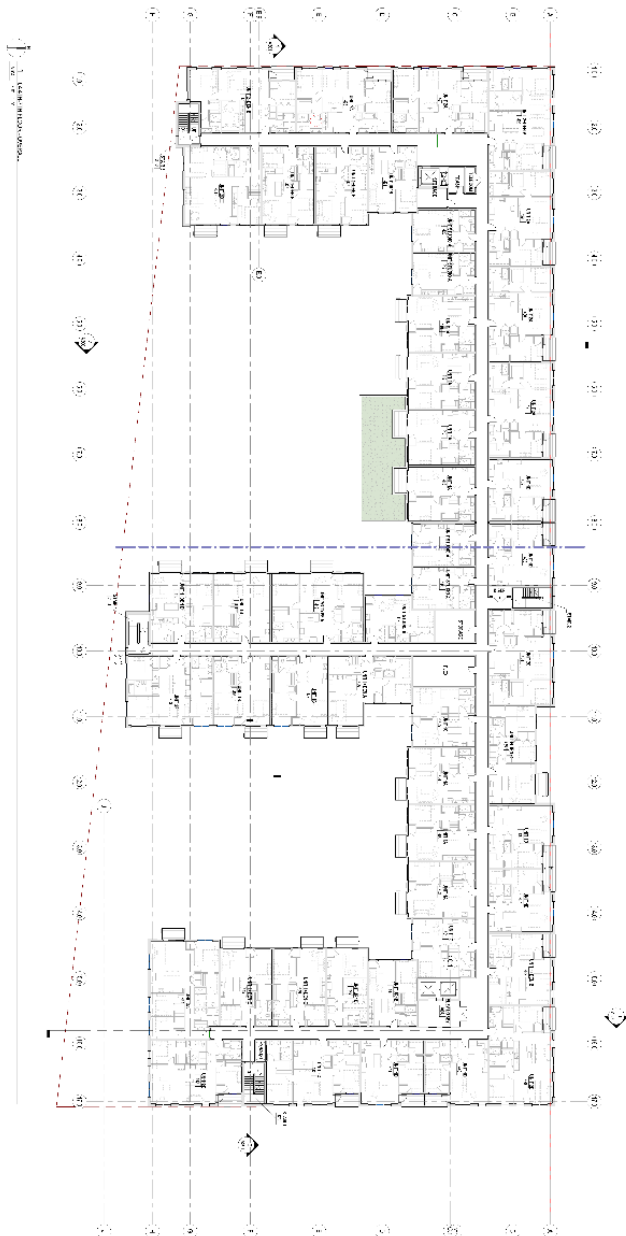
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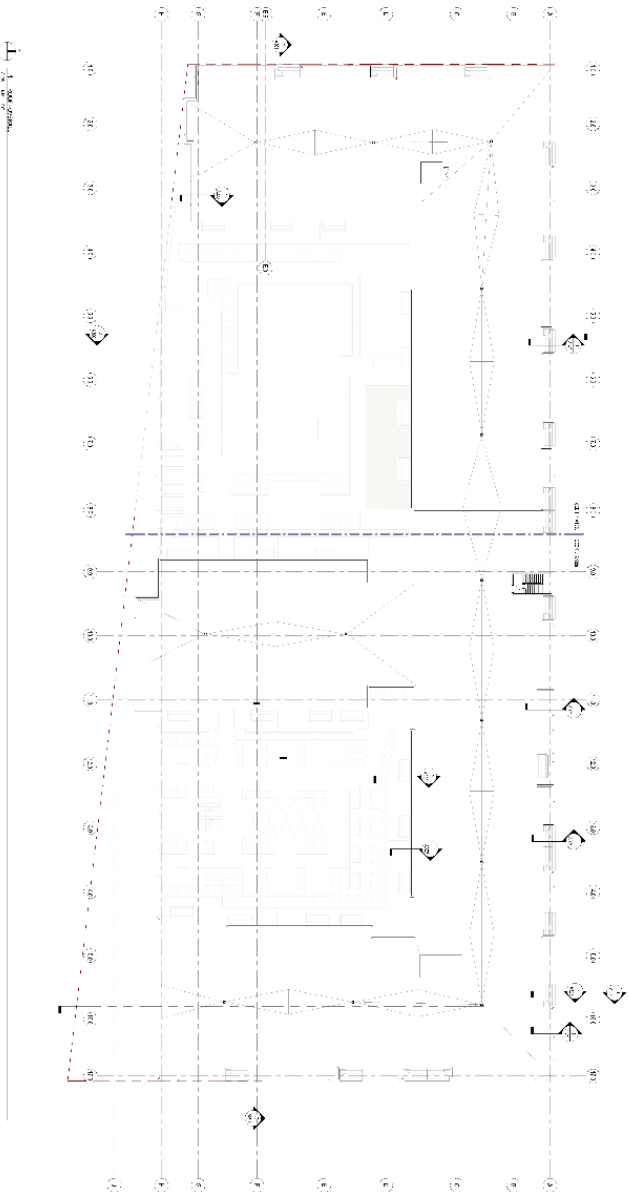


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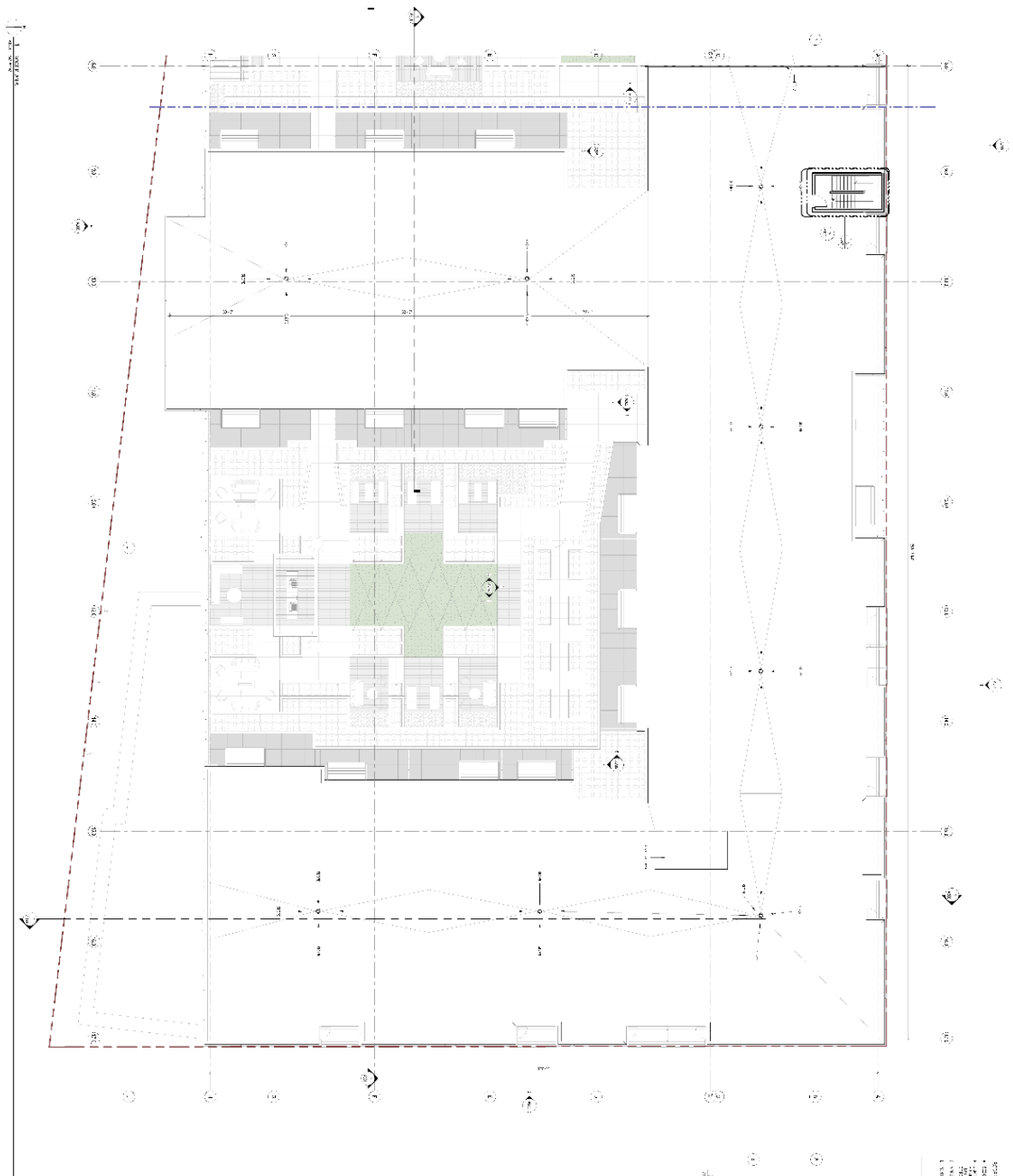
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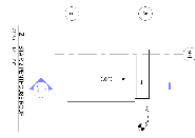


- FOR REVIEW - NOT FOR CONSTRUCTION -

DATE: 10/10/2018
 DRAWN BY: J. L. BROWN
 CHECKED BY: J. L. BROWN
 PROJECT: 1008
 SHEET: 1008-01
 A108



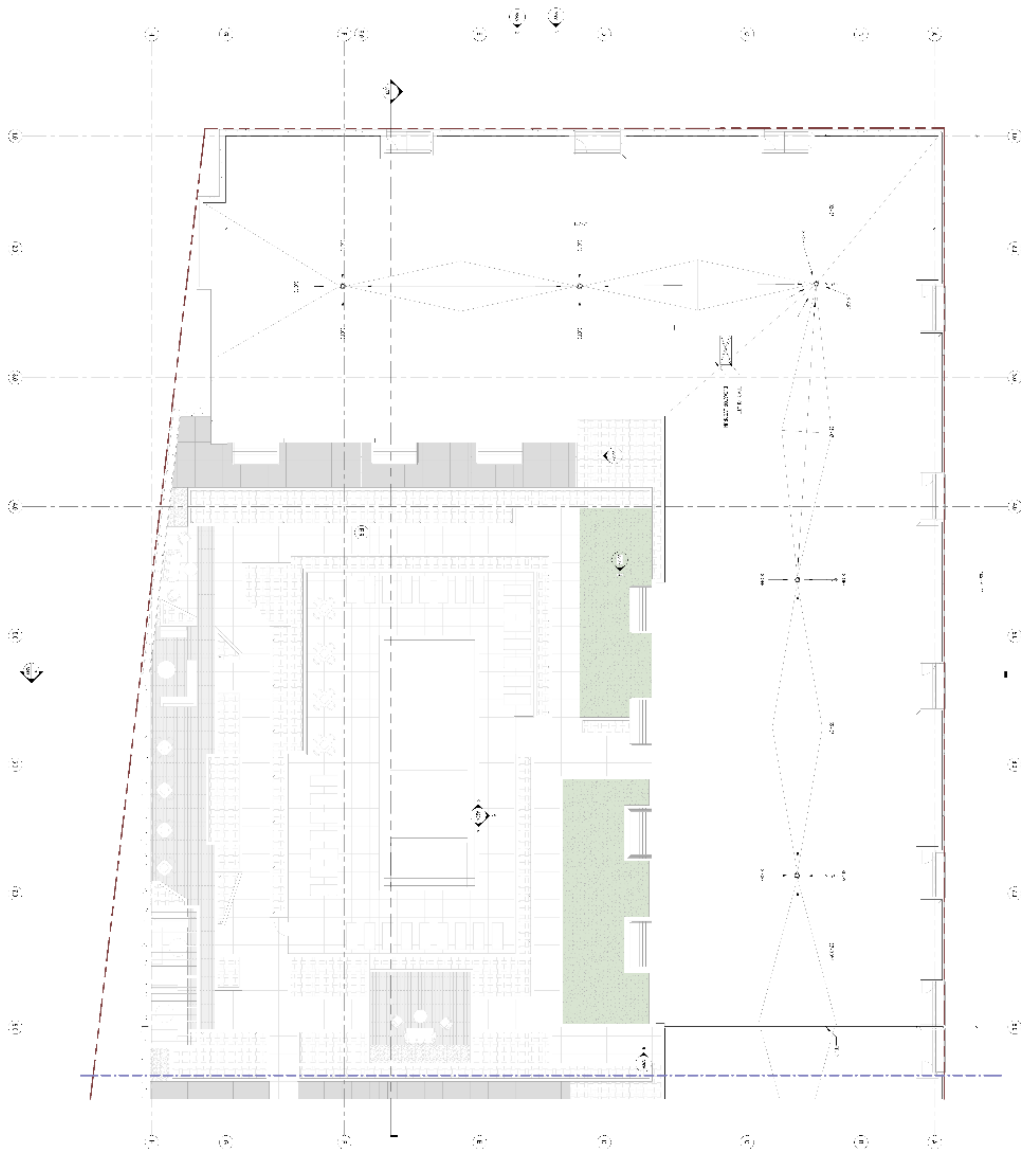
NOT TO SCALE
 1. ALL DIMENSIONS ARE IN FEET AND INCHES
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE
 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE



- FOR REVIEW - NOT FOR CONSTRUCTION -
 A108c
 10/1/2017

KORB
 Architecture Group, Inc.

1/8" = 1'-0"



NOT TO SCALE
 1. EXISTING CONDITIONS
 2. PROPOSED CONDITIONS
 3. EXISTING AND PROPOSED CONDITIONS
 4. EXISTING AND PROPOSED CONDITIONS
 5. EXISTING AND PROPOSED CONDITIONS

KORB
 Architects & Engineers

- FOR REVIEW - NOT FOR CONSTRUCTION -

A108b
 1/8" = 1'-0"

DATE: 10/1/10

PROJECT: 10/1/10

DESIGNER: 10/1/10

CONTRACTOR: 10/1/10

ARCHITECT: 10/1/10

ENGINEER: 10/1/10

LANDSCAPE: 10/1/10

INTERIOR DESIGN: 10/1/10

MECHANICAL: 10/1/10

ELECTRICAL: 10/1/10

PLUMBING: 10/1/10

PAINTING: 10/1/10

FINISHES: 10/1/10

LANDSCAPE: 10/1/10

INTERIOR DESIGN: 10/1/10

MECHANICAL: 10/1/10

ELECTRICAL: 10/1/10

PLUMBING: 10/1/10

PAINTING: 10/1/10

FINISHES: 10/1/10

LANDSCAPE: 10/1/10

INTERIOR DESIGN: 10/1/10

MECHANICAL: 10/1/10

ELECTRICAL: 10/1/10

PLUMBING: 10/1/10

PAINTING: 10/1/10

FINISHES: 10/1/10

LANDSCAPE: 10/1/10

INTERIOR DESIGN: 10/1/10

MECHANICAL: 10/1/10

ELECTRICAL: 10/1/10

PLUMBING: 10/1/10

PAINTING: 10/1/10

FINISHES: 10/1/10

LANDSCAPE: 10/1/10

INTERIOR DESIGN: 10/1/10

1. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

2. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

3. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

4. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

5. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

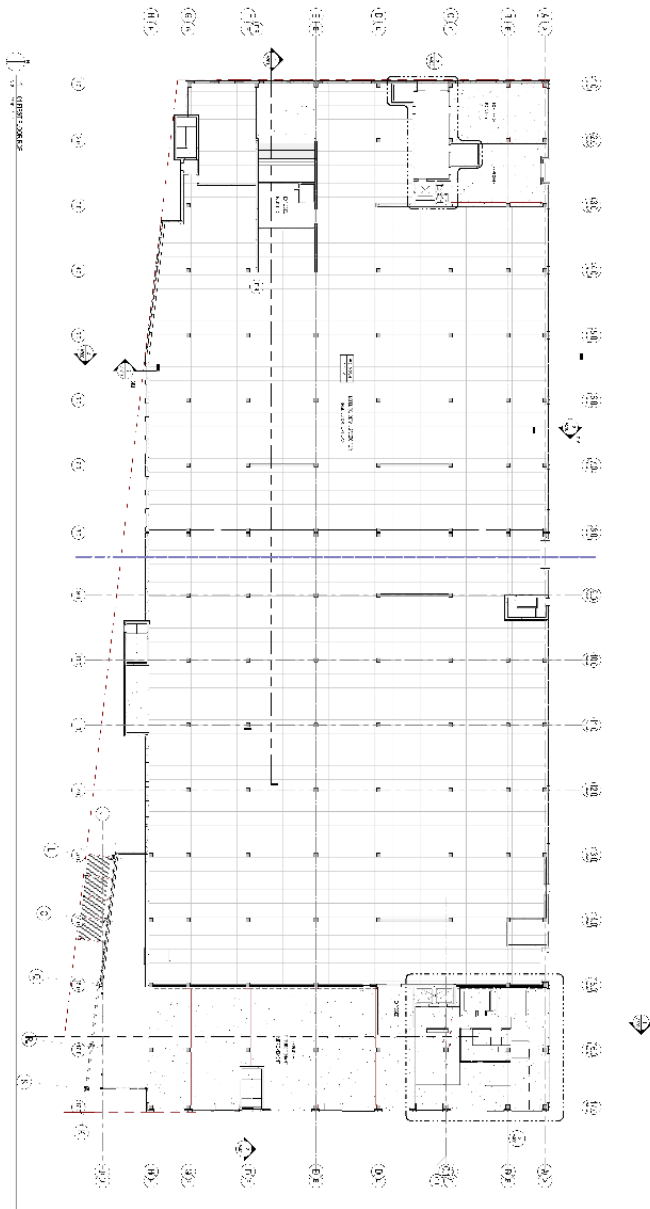
6. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

7. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

8. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

9. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

10. 日本、中国、韓国、北朝鮮の4国が、東アジアの平和と安定を確保し、域内国家間の友好関係を促進し、域内国家間の経済的・文化的交流を促進することを目的として、1997年10月に「東アジア首脳会議」を開催した。

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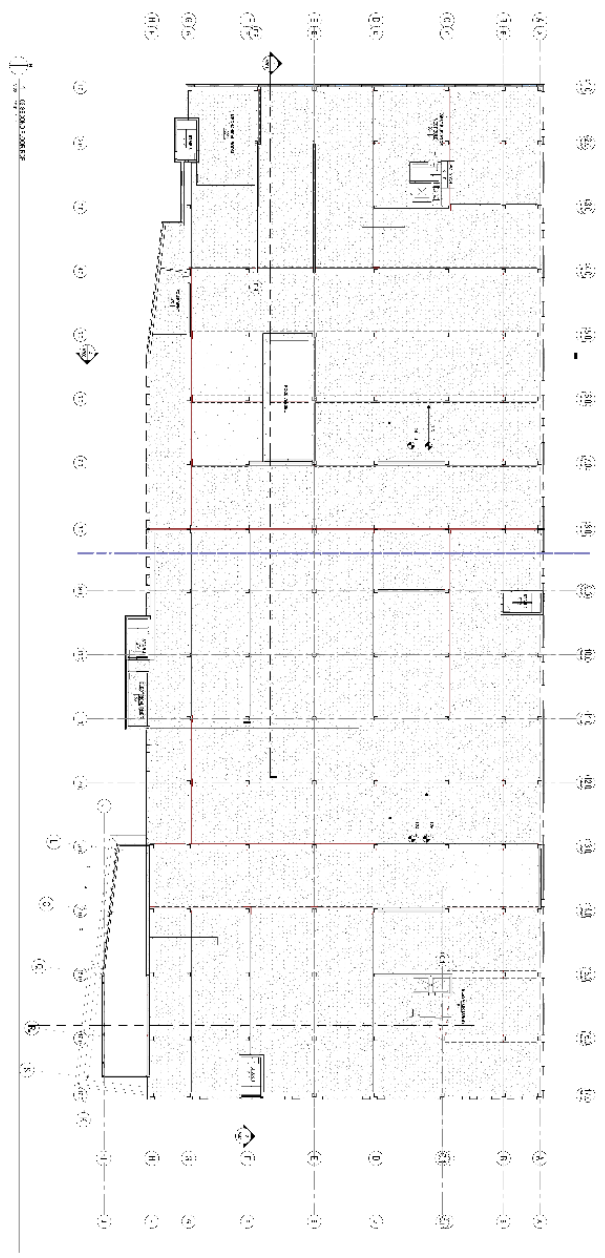
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DATE: <i>[redacted]</i>
FROM: <i>[redacted]</i>
TO: <i>[redacted]</i>
ATTN: <i>[redacted]</i>
111 <i>[redacted]</i>
OF <i>[redacted]</i>
A121



TABLE 1. LIGHT FIXTURE

1. The lighting fixture shall be selected from the list of lighting fixtures provided by the manufacturer. The lighting fixture shall be selected from the list of lighting fixtures provided by the manufacturer. The lighting fixture shall be selected from the list of lighting fixtures provided by the manufacturer.

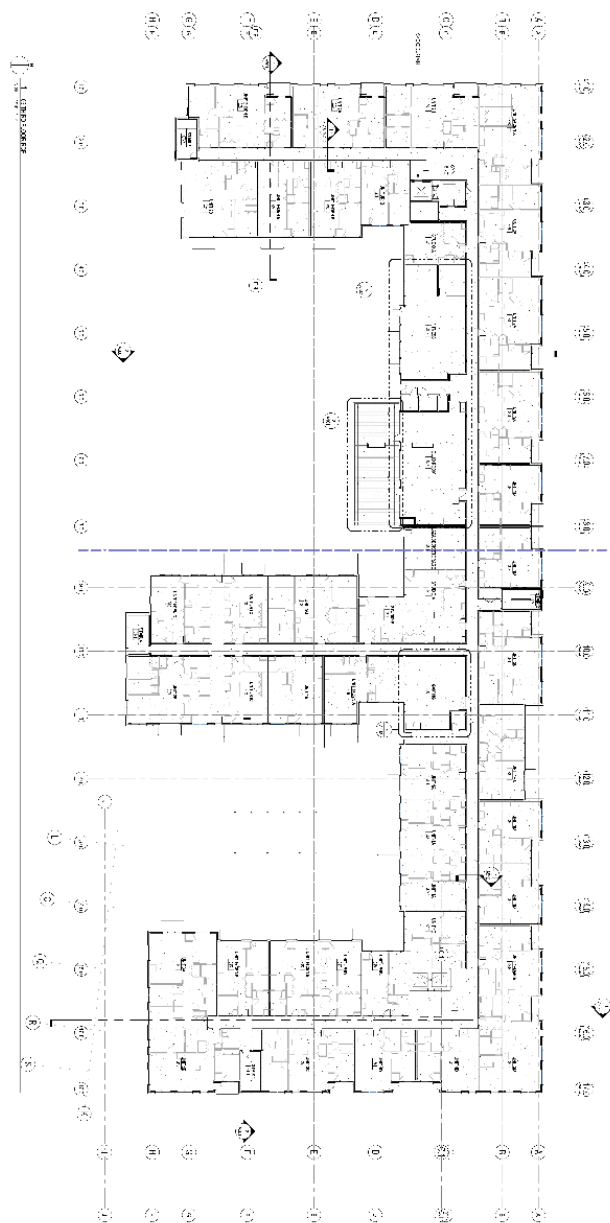
2. The lighting fixture shall be selected from the list of lighting fixtures provided by the manufacturer. The lighting fixture shall be selected from the list of lighting fixtures provided by the manufacturer. The lighting fixture shall be selected from the list of lighting fixtures provided by the manufacturer.



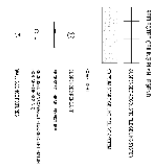
1207417-16
A122

- FOR REVIEW - NOT FOR CONSTRUCTION -

KORB
Architectural Lighting Design



1992年，在《中国环境报》上，曾刊登过一篇题为《中国环境状况令人担忧》的文章，文中指出：中国环境状况令人担忧，主要表现在以下几个方面：一是环境污染严重，二是生态破坏严重，三是资源短缺严重，四是环境管理不善。文章还指出，中国环境问题的根源在于经济体制和增长方式的转变，以及人口压力的增加。文章呼吁政府和社会各界共同努力，采取有效措施，改善环境质量，实现可持续发展。



- FOR REVIEW - NOT FOR CONSTRUCTION -

[illegible]

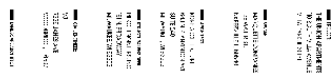

 1. Draw a horizontal line with a vertical tick mark in the center.

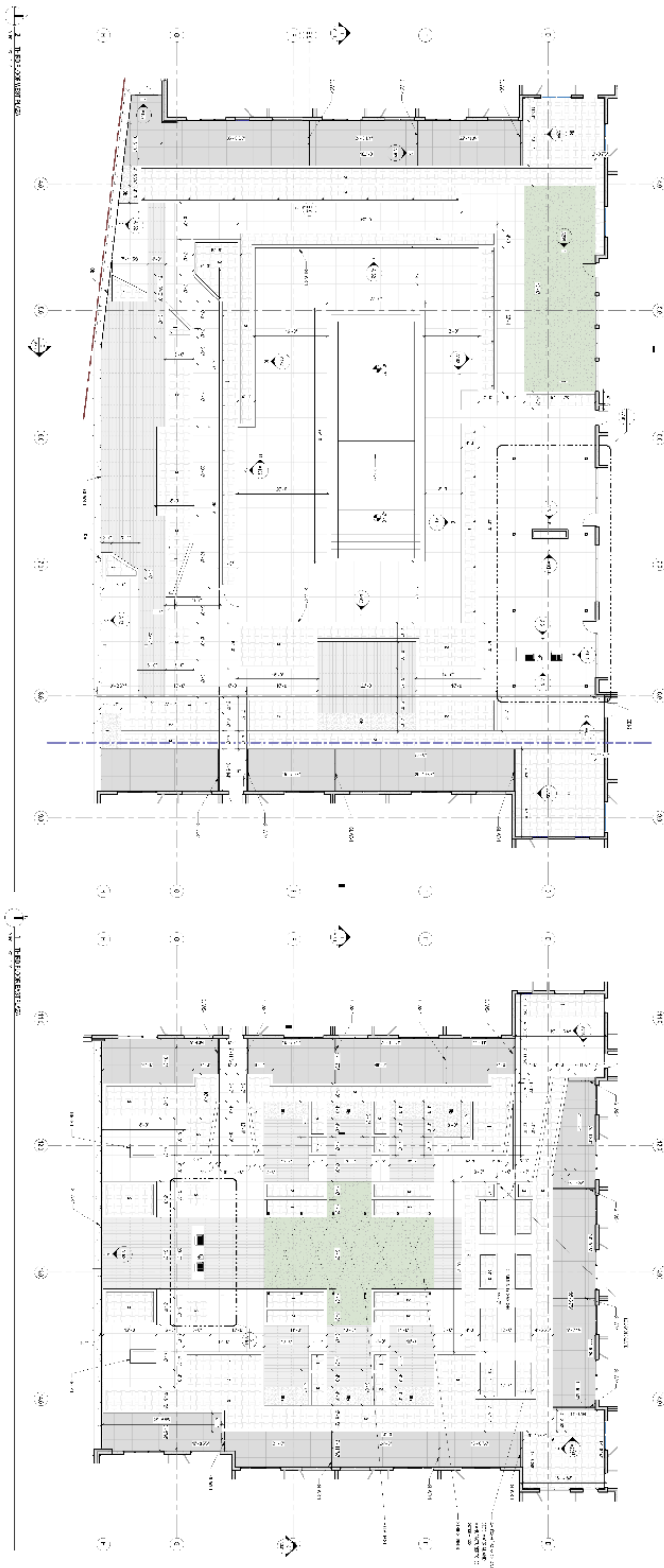
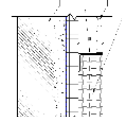

 2. Draw a horizontal line with a vertical tick mark in the center.


 3. Draw a horizontal line with a vertical tick mark in the center.


 4. Draw a horizontal line with a vertical tick mark in the center.

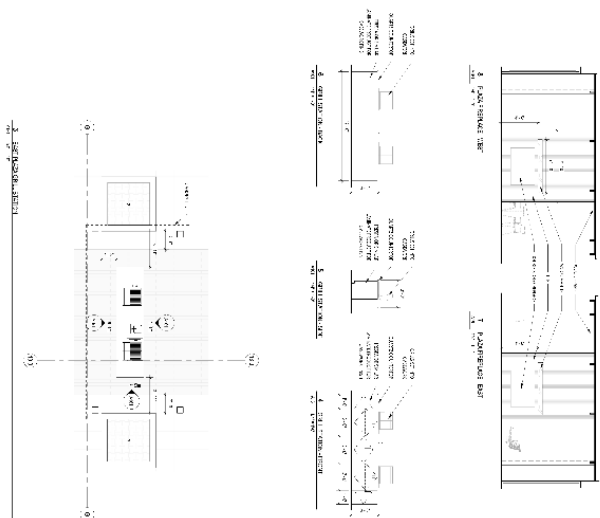

 5. Draw a horizontal line with a vertical tick mark in the center.

[illegible]

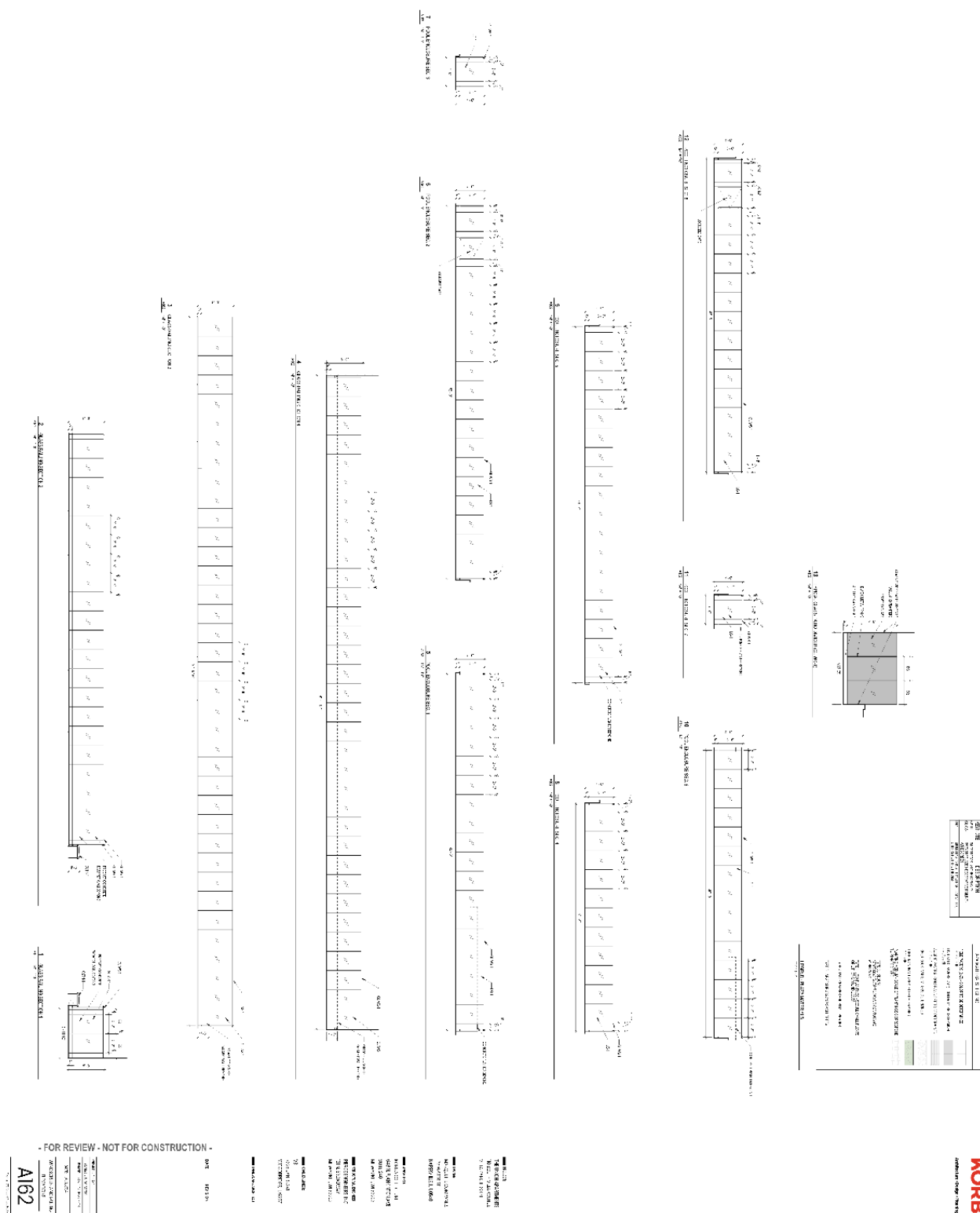


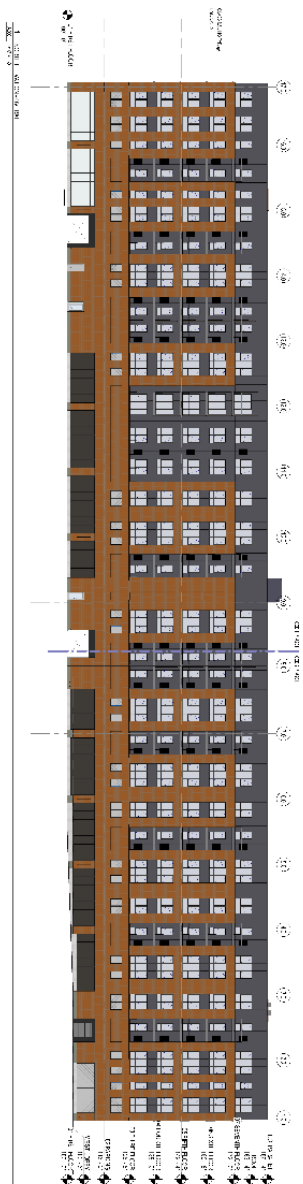
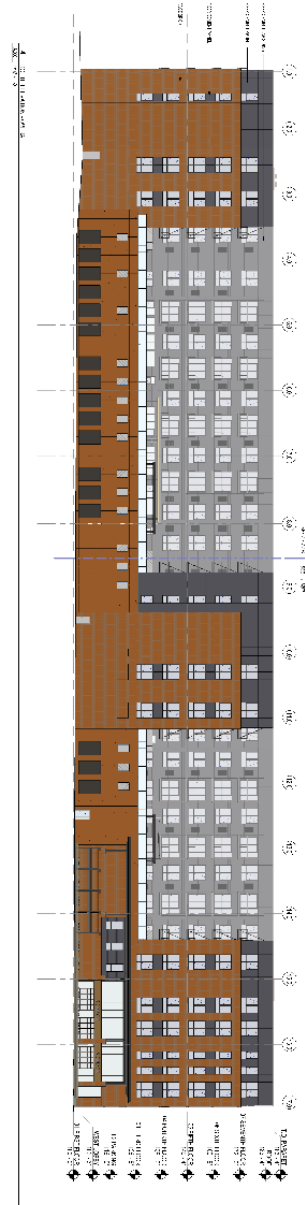
- FOR REVIEW - NOT FOR CONSTRUCTION -

CONTACT: +90
+90 312 678 10 00
FAX: +90 312 678 10 04
E-MAIL: info@alib60.com



NAME _____
STREET ADDRESS _____
CITY _____
STATE _____
ZIP CODE _____
PHONE NUMBER _____
E-MAIL ADDRESS _____
SIGNATURE _____
DATE _____

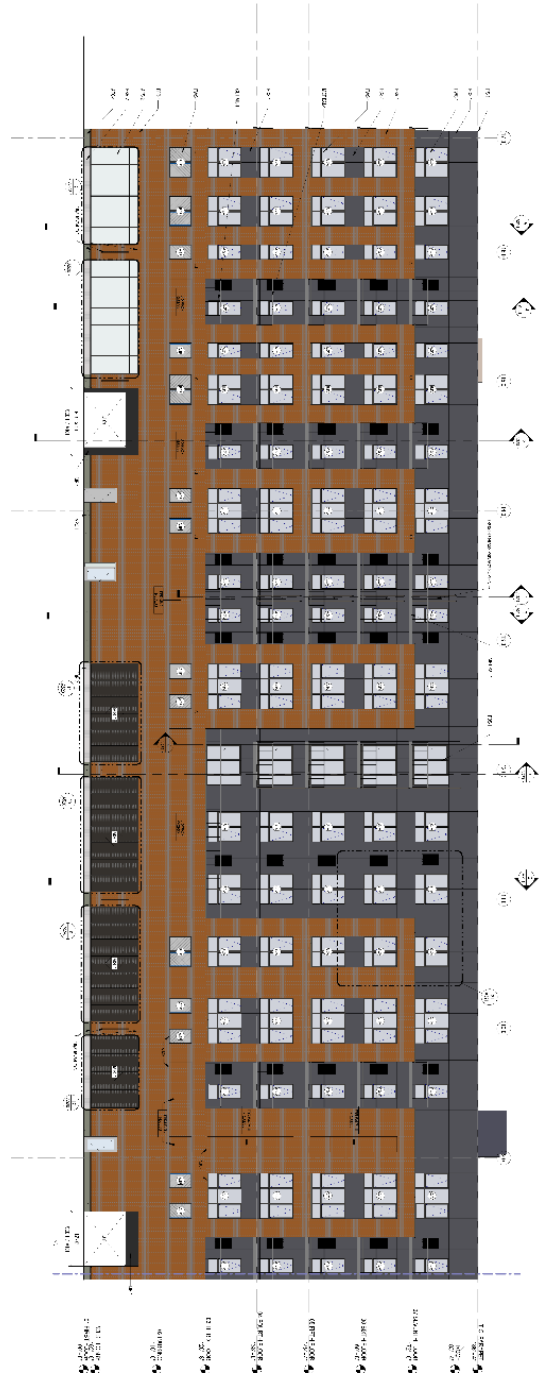




FOR REVIEW - NOT FOR CONSTRUCTION

DATE: 12/1/20
DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT: [Name]
SHEET: A200

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3	2023-07-11	ISSUED FOR PERMIT
4	2023-07-11	ISSUED FOR PERMIT
5	2023-07-11	ISSUED FOR PERMIT
6	2023-07-11	ISSUED FOR PERMIT
7	2023-07-11	ISSUED FOR PERMIT
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10	2023-07-11	ISSUED FOR PERMIT



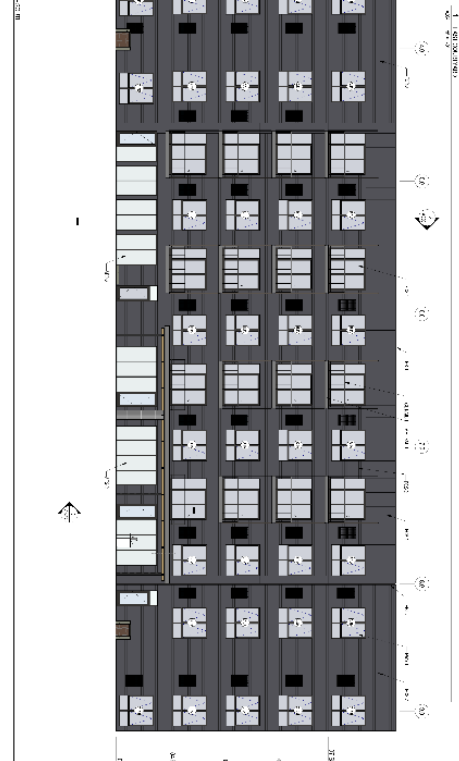
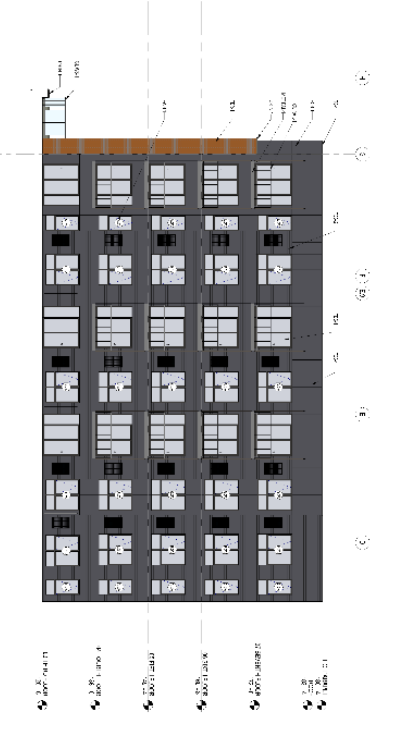
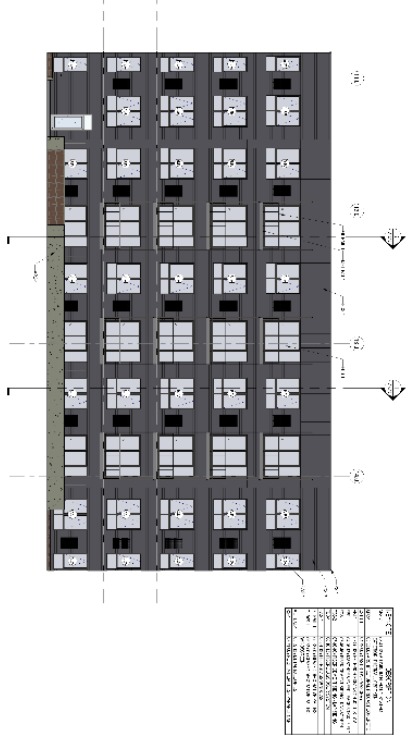
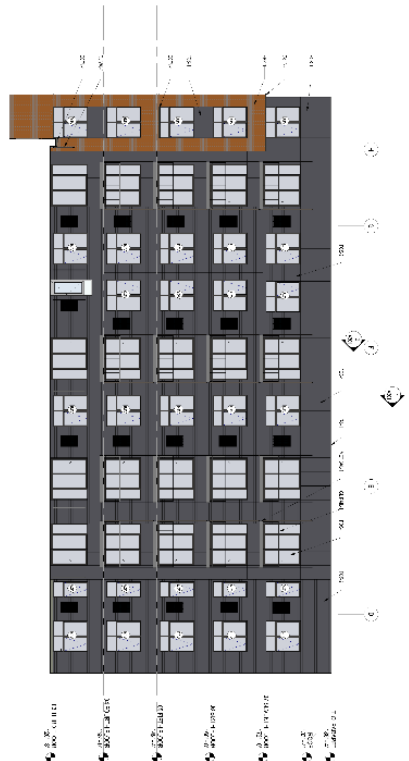
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- FOR REVIEW - NOT FOR CONSTRUCTION -

A201



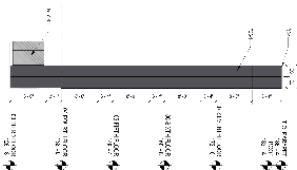
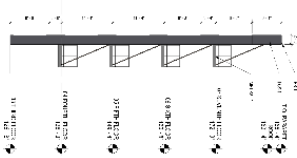
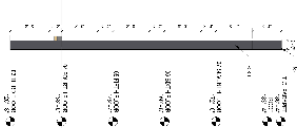
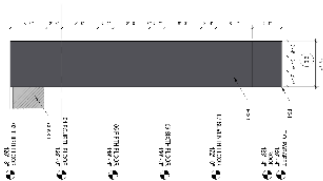
A202



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3	REVISION	03/05/2021	XXX	XXX
4	REVISION	04/01/2021	XXX	XXX
5	REVISION	05/01/2021	XXX	XXX
6	REVISION	06/01/2021	XXX	XXX
7	REVISION	07/01/2021	XXX	XXX
8	REVISION	08/01/2021	XXX	XXX
9	REVISION	09/01/2021	XXX	XXX
10	REVISION	10/01/2021	XXX	XXX
11	REVISION	11/01/2021	XXX	XXX
12	REVISION	12/01/2021	XXX	XXX

DATE	2023.07.17
BY	김민준
CHECKED	김민준
REVISION	1. 2023.07.17

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Korea's Best Building

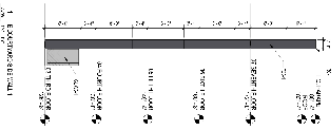
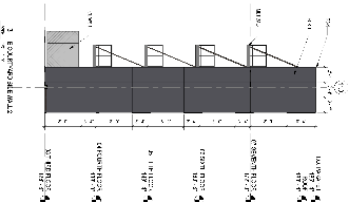
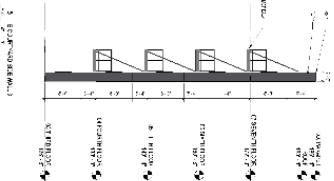
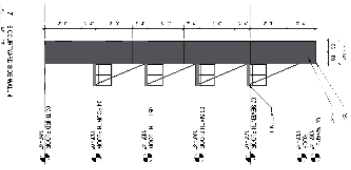


1. ELEVATION (SECTION 1-1)

2. ELEVATION (SECTION 2-2)

3. ELEVATION (SECTION 3-3)

4. ELEVATION (SECTION 4-4)



5. ELEVATION (SECTION 5-5)

6. ELEVATION (SECTION 6-6)

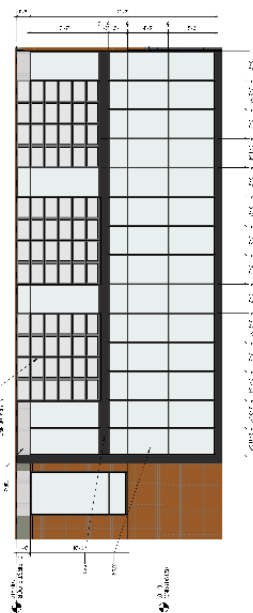
7. ELEVATION (SECTION 7-7)

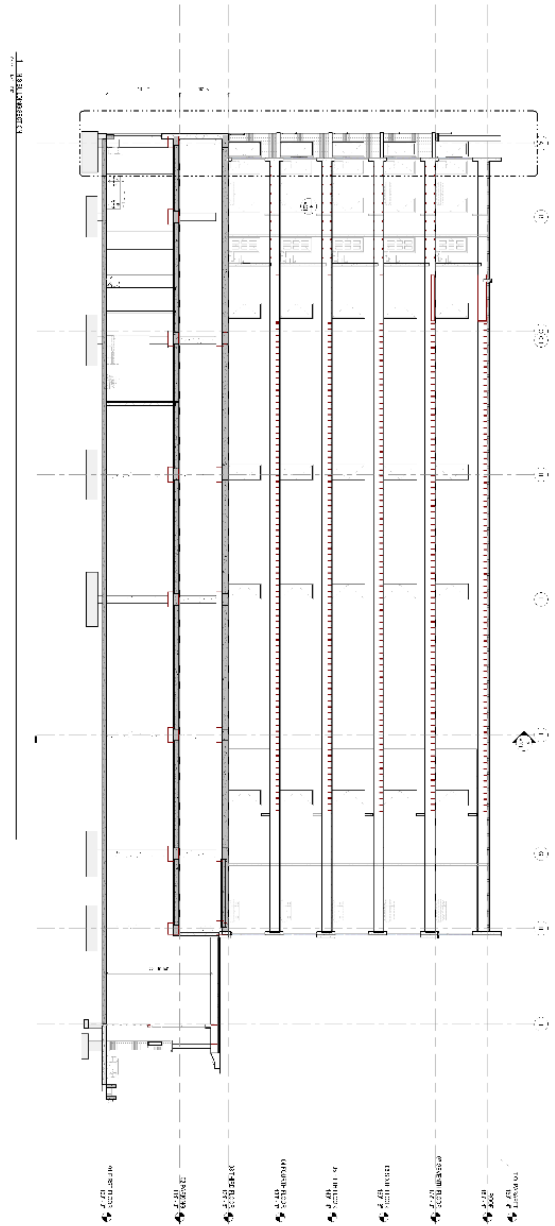
8. ELEVATION (SECTION 8-8)

- FOR REVIEW - NOT FOR CONSTRUCTION -

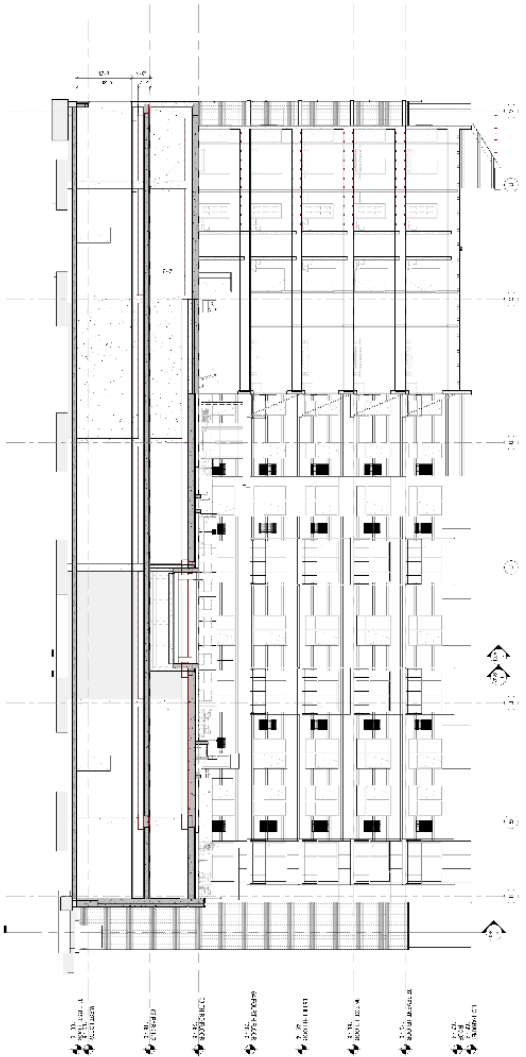
DATE	2023.07.17
BY	김민준
CHECKED	김민준
REVISION	1. 2023.07.17

A205

[illegible]



2. KORBENSTADT, WEST-SECTION

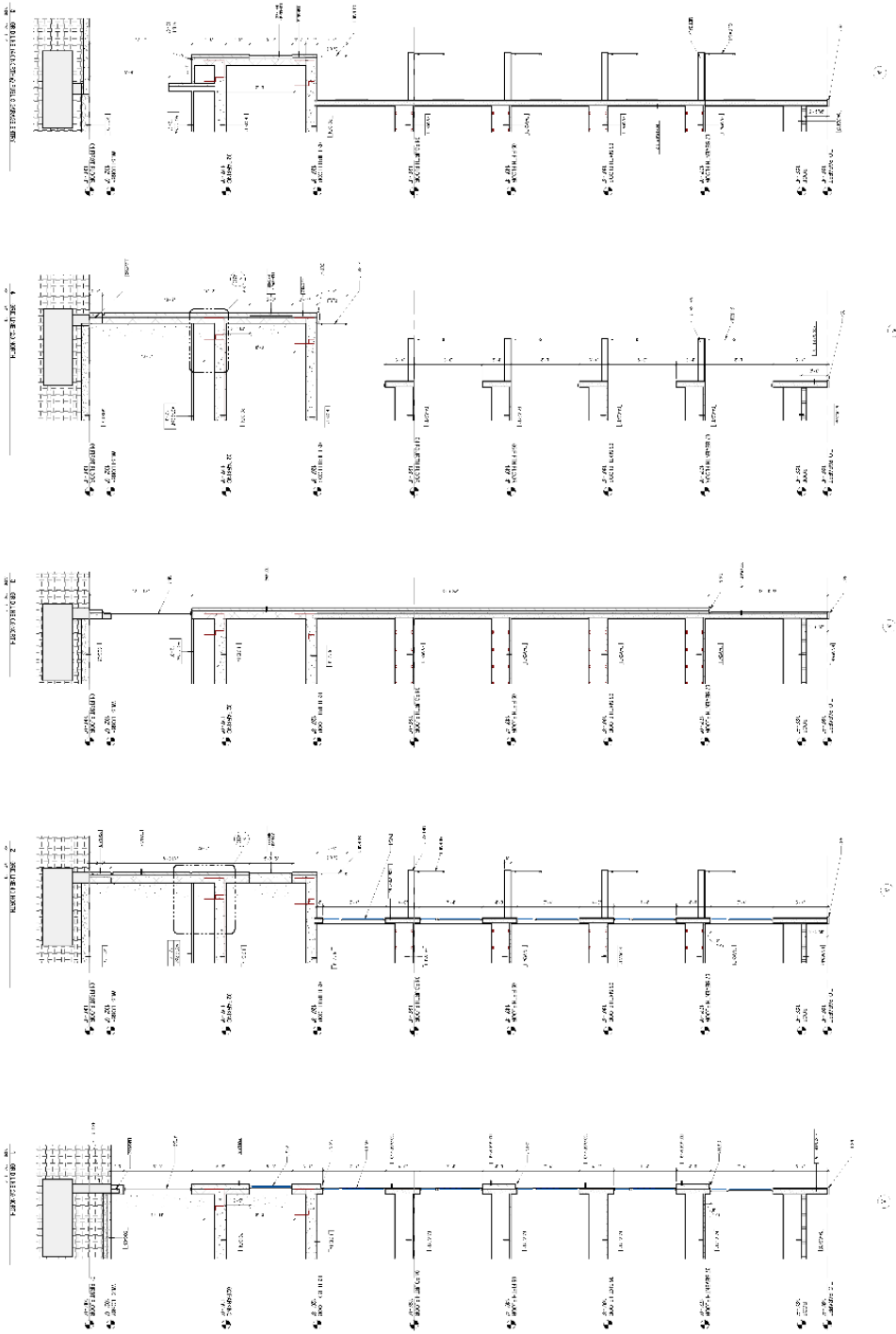


- FOR REVIEW - NOT FOR CONSTRUCTION -

A300

NO.	REVISION	DATE
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2	FOR CONSTRUCTION	10/15/2019
3	FOR CONSTRUCTION	10/15/2019
4	FOR CONSTRUCTION	10/15/2019
5	FOR CONSTRUCTION	10/15/2019
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7	FOR CONSTRUCTION	10/15/2019
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KORB
Architectural Design, Inc.



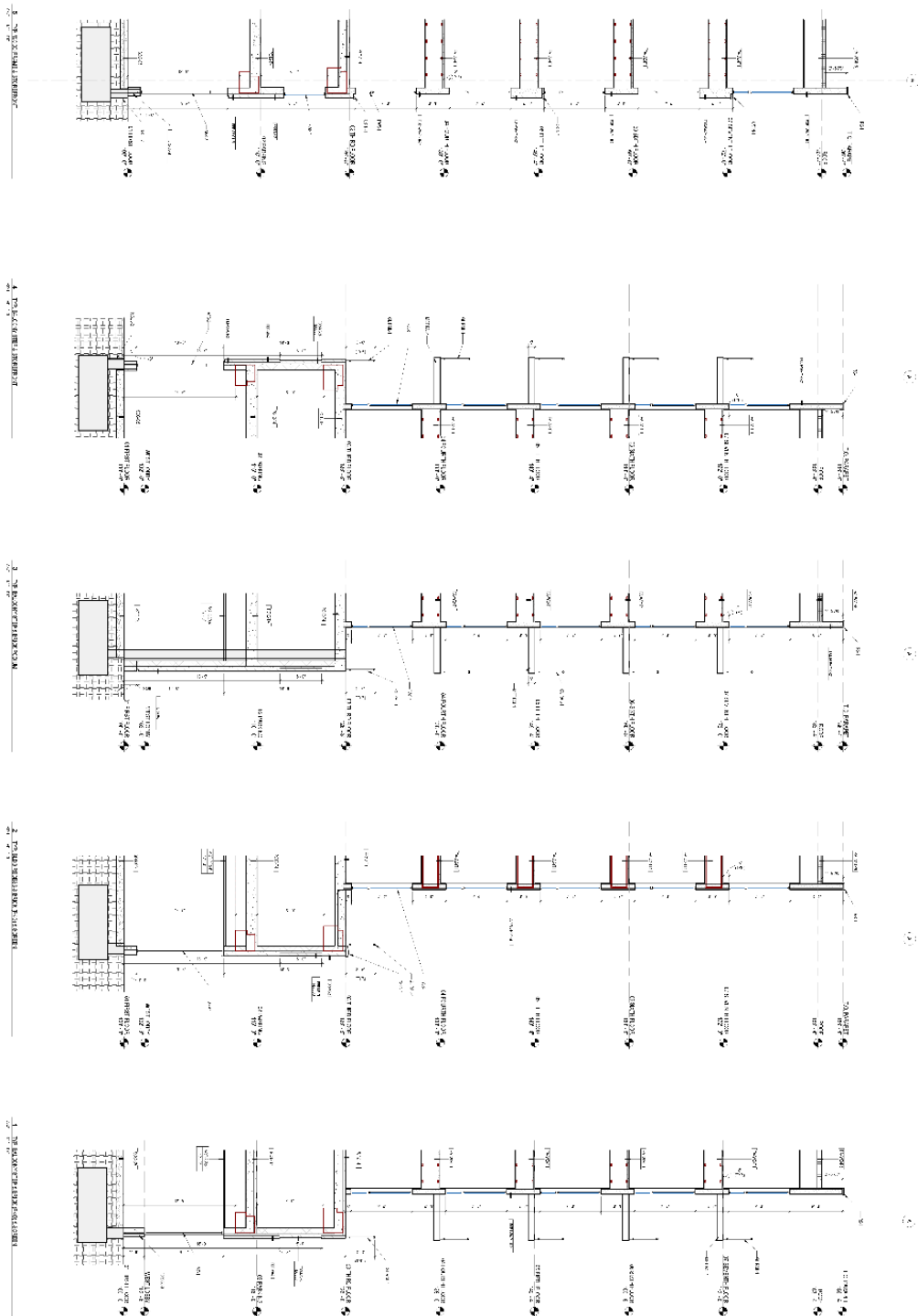
- FOR REVIEW - NOT FOR CONSTRUCTION -

NO.	REVISION	DATE
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4	FOR CONSTRUCTION	10/15/2019
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7	FOR CONSTRUCTION	10/15/2019
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9	FOR CONSTRUCTION	10/15/2019
10	FOR CONSTRUCTION	10/15/2019

A320

NO.	100
DATE	2017.07.10
DESIGNER	김민준
CHECKER	김민준
APPROVER	김민준
REVISION	

KORB
Korea Oil Refining & Refining Co., Ltd.



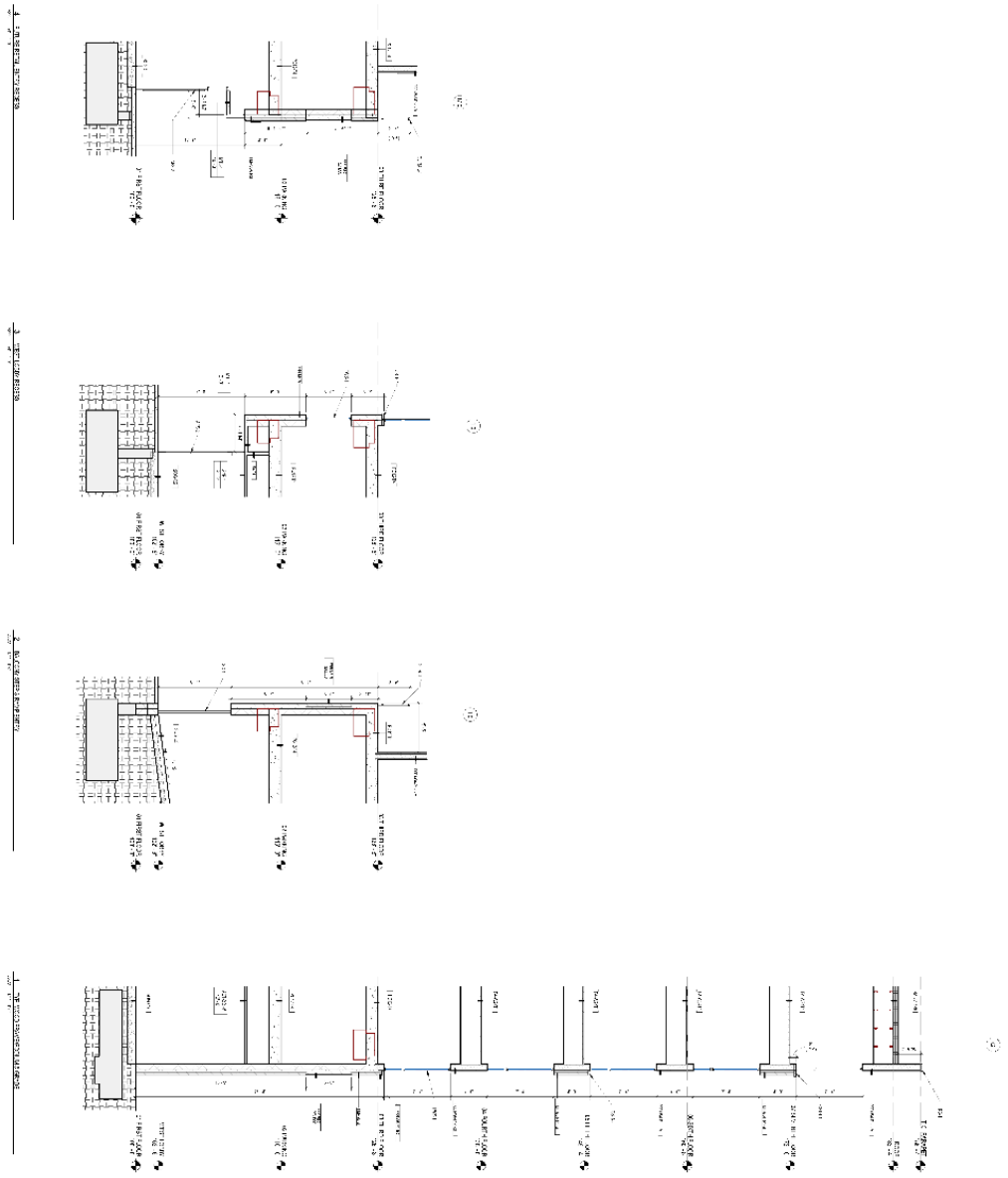
- FOR REVIEW - NOT FOR CONSTRUCTION -

NO.	100
DATE	2017.07.10
DESIGNER	김민준
CHECKER	김민준
APPROVER	김민준
REVISION	

A321

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR CONSTRUCTION	10/10/2018	Y. H. KIM	Y. H. KIM
2	FOR REVIEW	10/10/2018	Y. H. KIM	Y. H. KIM
3	FOR REVIEW	10/10/2018	Y. H. KIM	Y. H. KIM
4	FOR REVIEW	10/10/2018	Y. H. KIM	Y. H. KIM
5	FOR REVIEW	10/10/2018	Y. H. KIM	Y. H. KIM

KORB
Korea Overseas Research & Building Co., Ltd.



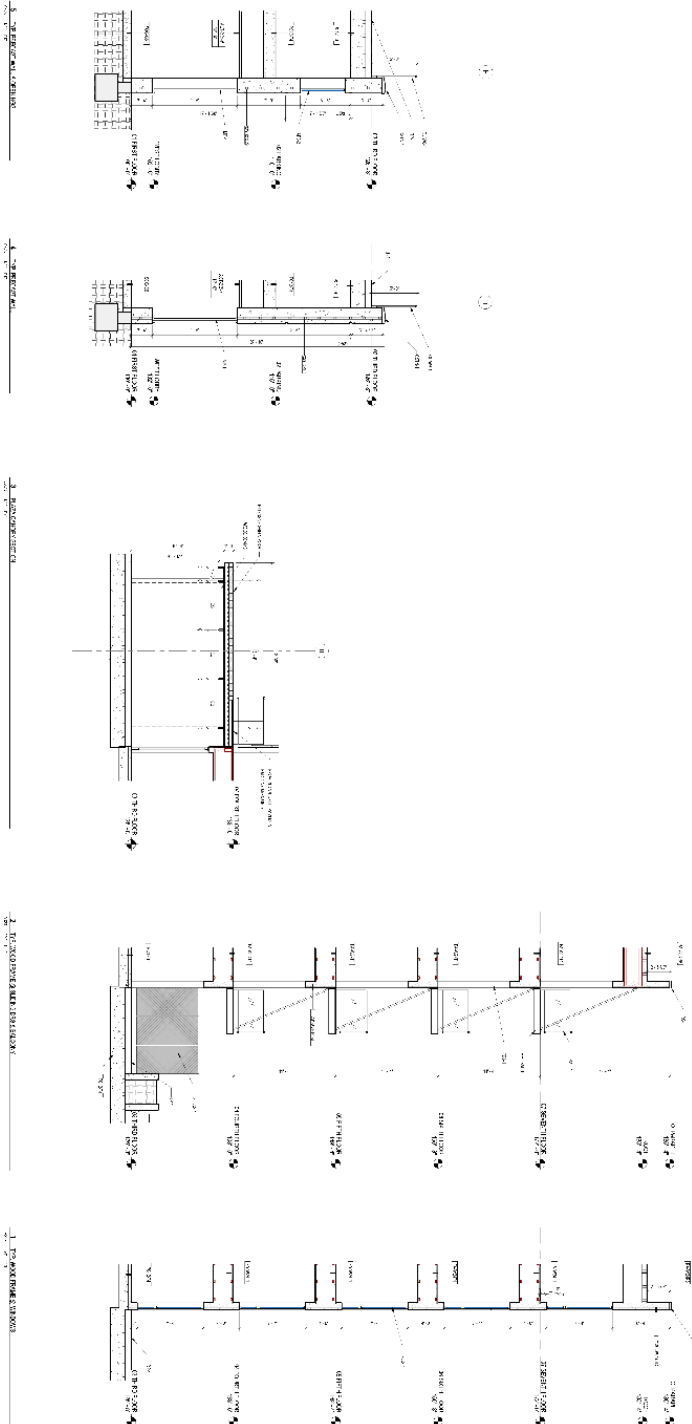
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2	FOR REVIEW	10/10/2018	Y. H. KIM	Y. H. KIM
3	FOR REVIEW	10/10/2018	Y. H. KIM	Y. H. KIM
4	FOR REVIEW	10/10/2018	Y. H. KIM	Y. H. KIM
5	FOR REVIEW	10/10/2018	Y. H. KIM	Y. H. KIM

A322

- FOR REVIEW - NOT FOR CONSTRUCTION -

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR CONSTRUCTION	10/10/2017	Y. H. CHAN	Y. H. CHAN
2	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN
3	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN
4	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN
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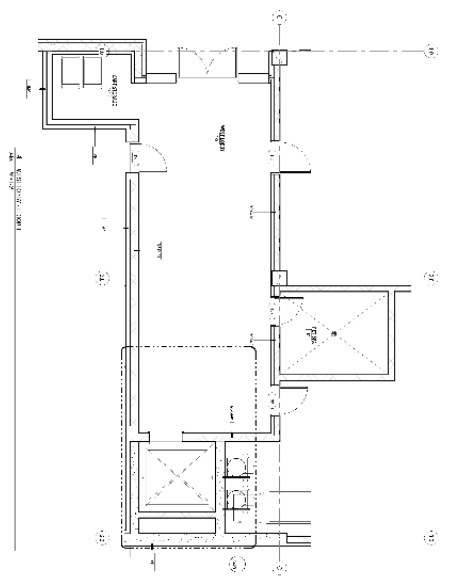
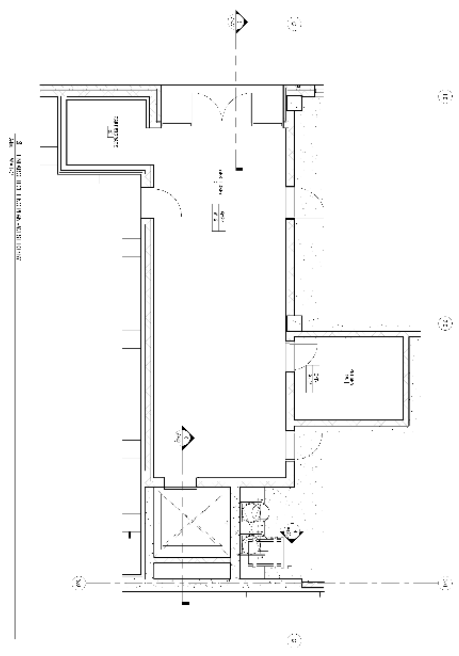
KORB
Architects & Engineers



- FOR REVIEW - NOT FOR CONSTRUCTION -

NO.	REVISION	DATE	BY	CHKD.
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2	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN
3	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN
4	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN
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8	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN
9	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN
10	FOR REVIEW	10/10/2017	Y. H. CHAN	Y. H. CHAN

A323



KORB
Architectural Group, Inc.

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE CITY OF LOS ANGELES AND THE STATE OF CALIFORNIA.

2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOS ANGELES.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

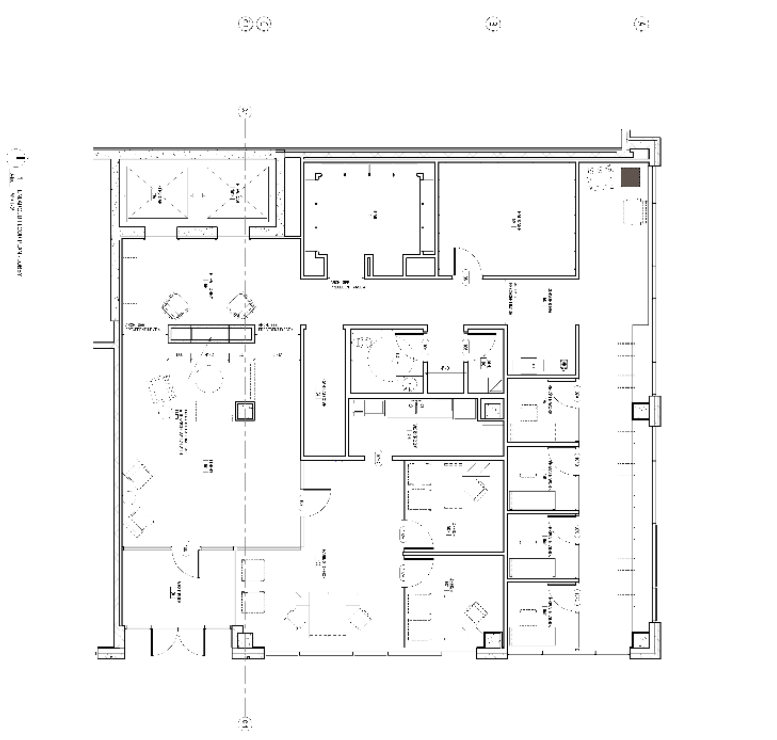
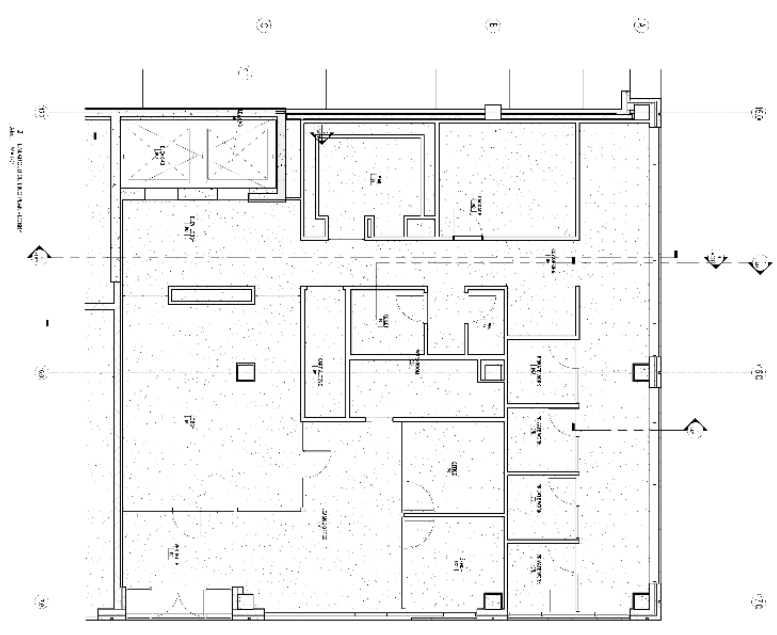
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE CITY OF LOS ANGELES.

10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.



FOR REVIEW - NOT FOR CONSTRUCTION

A400

DATE: 10/1/2016

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

REVISIONS:

1. 10/1/2016: Initial Design

2. 10/1/2016: Final Design

3. 10/1/2016: Construction Documents

1. THE ARCHITECT'S DESIGN SHALL BE BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

2. THE ARCHITECT'S DESIGN SHALL BE BASED ON THE ASSUMPTIONS SET FORTH IN THE PROJECT MANUAL. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

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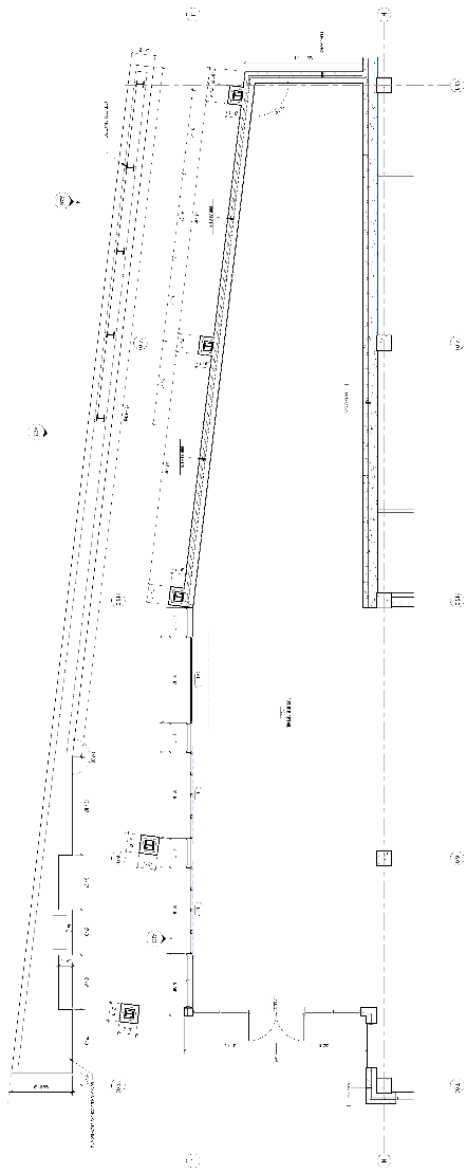
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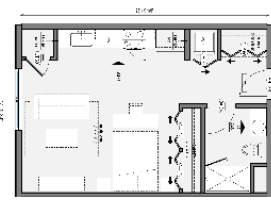
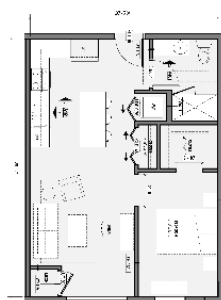
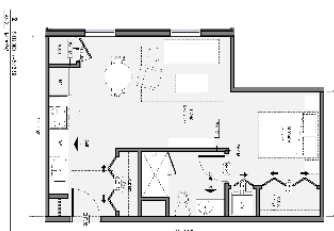
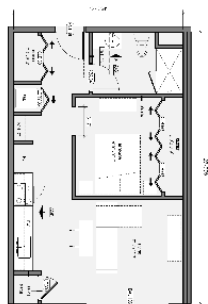
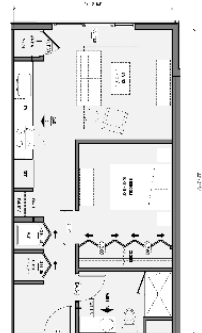
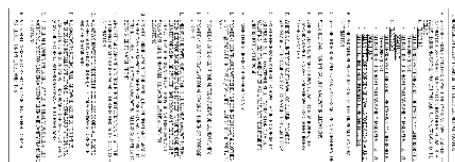


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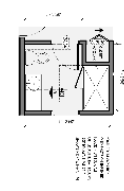
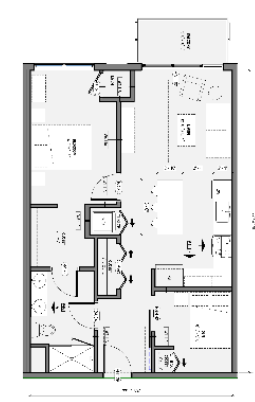
- FOR REVIEW - NOT FOR CONSTRUCTION -

A401



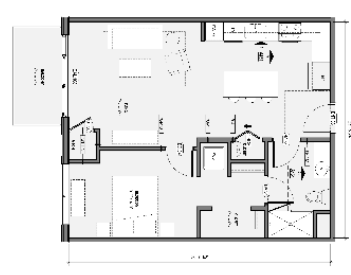
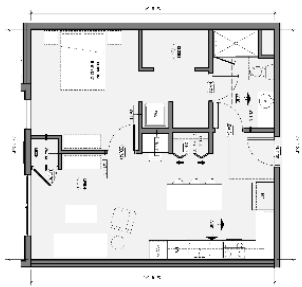
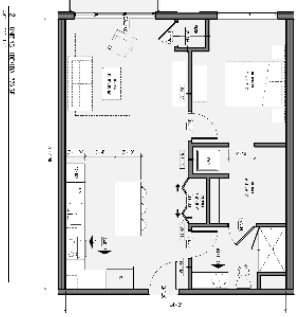
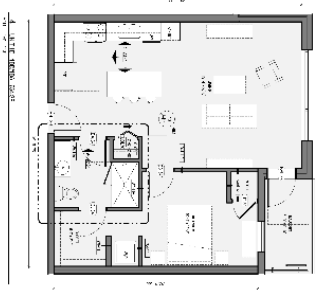
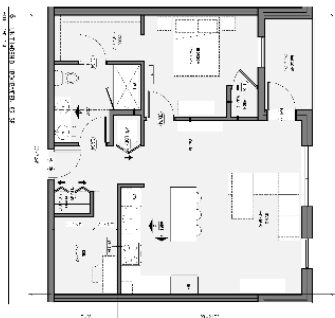
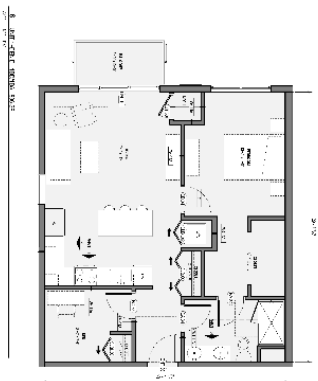


NAME: _____
 ADDRESS: _____
 PHONE: _____
 DATE: _____
 100% ALL INFORMATION
 REPORT
A410



NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
2. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODE (IBC) AND THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODE (UPMPC).
3. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL ELECTRICAL CODE (IEC).
4. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL FIRE AND PREVENTION CODE (IFPC).
5. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL SPOKESTAKE CODE (ISC).
6. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL WASTE AND WASTE MANAGEMENT CODE (IWWM).
7. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL WATER AND WASTE MANAGEMENT CODE (IWW).
8. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL WATER AND WASTE MANAGEMENT CODE (IWW).
9. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL WATER AND WASTE MANAGEMENT CODE (IWW).
10. THE BUILDING IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2015 INTERNATIONAL WATER AND WASTE MANAGEMENT CODE (IWW).



1. LEVEL 1, APPROX. 1,000 SQ. M.

2. LEVEL 2, APPROX. 1,000 SQ. M.

3. LEVEL 3, APPROX. 1,000 SQ. M.

4. LEVEL 4, APPROX. 1,000 SQ. M.

- FOR REVIEW - NOT FOR CONSTRUCTION -

A411

DATE: 10/15/2015

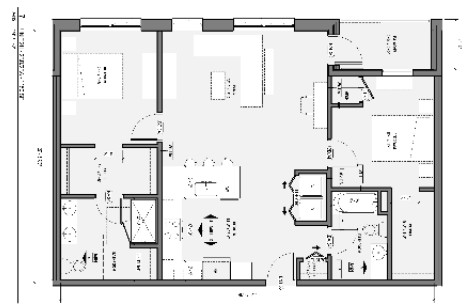
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APP: [Signature]

REV: [Signature]

KORB

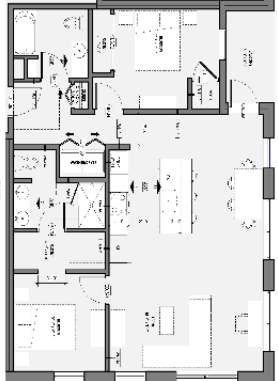
ARCHITECTS



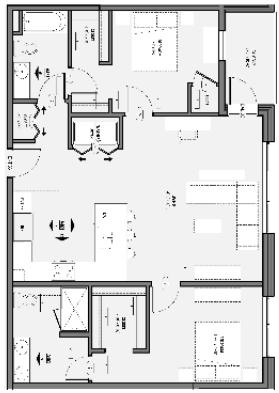
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SCALE: 1/8" = 1'-0"



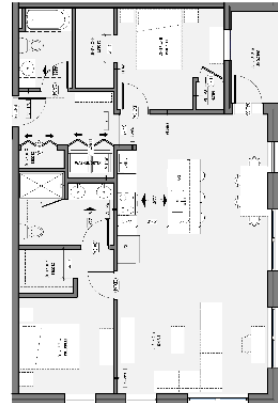
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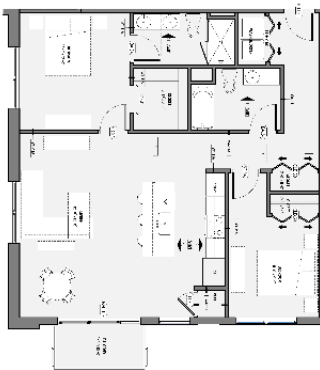
3. 3RD FLOOR PLAN
SCALE: 1/8" = 1'-0"



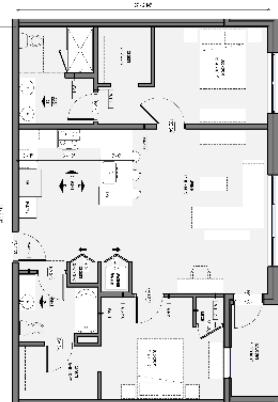
4. 4TH FLOOR PLAN
SCALE: 1/8" = 1'-0"



5. 5TH FLOOR PLAN
SCALE: 1/8" = 1'-0"



6. 6TH FLOOR PLAN
SCALE: 1/8" = 1'-0"



7. 7TH FLOOR PLAN
SCALE: 1/8" = 1'-0"

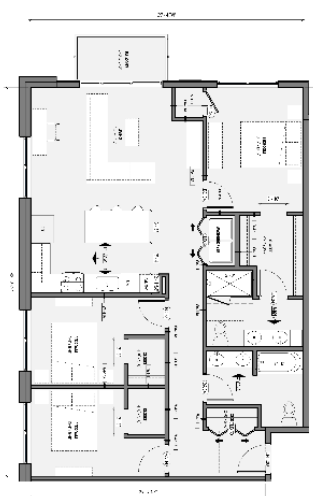
NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL ROOMS SHALL BE FINISHED TO THE CENTERLINE OF THE WALL OR PARTITION.
3. ALL DOORS SHALL BE 3'-0" WIDE AND 8'-0" HIGH.
4. ALL WINDOWS SHALL BE 4'-0" WIDE AND 6'-0" HIGH.
5. ALL FLOORS SHALL BE FINISHED TO THE TOP OF THE FLOOR JOIST.
6. ALL CEILING SHALL BE FINISHED TO THE BOTTOM OF THE CEILING JOIST.
7. ALL WALLS SHALL BE FINISHED TO THE TOP OF THE WALL JOIST.
8. ALL ROOFS SHALL BE FINISHED TO THE TOP OF THE ROOF JOIST.
9. ALL FOUNDATIONS SHALL BE FINISHED TO THE TOP OF THE FOUNDATION JOIST.
10. ALL UTILITIES SHALL BE FINISHED TO THE TOP OF THE UTILITY JOIST.

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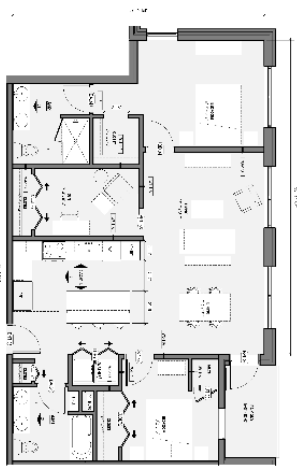
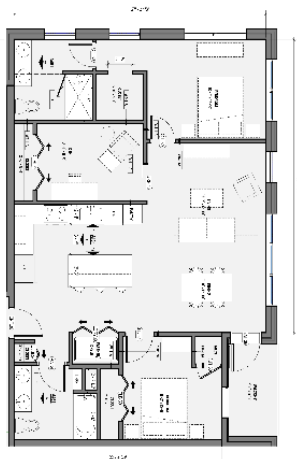
- FOR REVIEW - NOT FOR CONSTRUCTION -
A412

NOTES:
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KORB
Architects & Engineers

[illegible]

The floor plan shows a large central hall with a circular staircase. To the left of the hall is a large rectangular room with a circular staircase. To the right of the hall is a large rectangular room with a circular staircase. The plan includes dimensions for various rooms and areas, such as 10.00m, 12.00m, 14.00m, 16.00m, 18.00m, 20.00m, 22.00m, 24.00m, 26.00m, 28.00m, 30.00m, 32.00m, 34.00m, 36.00m, 38.00m, 40.00m, 42.00m, 44.00m, 46.00m, 48.00m, 50.00m, 52.00m, 54.00m, 56.00m, 58.00m, 60.00m, 62.00m, 64.00m, 66.00m, 68.00m, 70.00m, 72.00m, 74.00m, 76.00m, 78.00m, 80.00m, 82.00m, 84.00m, 86.00m, 88.00m, 90.00m, 92.00m, 94.00m, 96.00m, 98.00m, 100.00m.

$$\frac{\sum_{i=1}^n (x_i - \bar{x})(y_i - \bar{y})}{\sum_{i=1}^n (x_i - \bar{x})^2}$$

$$\frac{2}{3} \cdot 17.1 = 11.4$$

$$\frac{1}{\lambda} = \frac{1}{\lambda_0} + \frac{\mu}{c}$$

A413



1. THE PROJECT IS A REVISION OF THE PREVIOUS DESIGN. THE REVISIONS ARE AS FOLLOWS:

2. THE REVISIONS ARE AS FOLLOWS:

3. THE REVISIONS ARE AS FOLLOWS:

4. THE REVISIONS ARE AS FOLLOWS:

5. THE REVISIONS ARE AS FOLLOWS:

6. THE REVISIONS ARE AS FOLLOWS:

7. THE REVISIONS ARE AS FOLLOWS:

8. THE REVISIONS ARE AS FOLLOWS:

9. THE REVISIONS ARE AS FOLLOWS:

10. THE REVISIONS ARE AS FOLLOWS:

11. THE REVISIONS ARE AS FOLLOWS:

12. THE REVISIONS ARE AS FOLLOWS:

13. THE REVISIONS ARE AS FOLLOWS:

14. THE REVISIONS ARE AS FOLLOWS:

15. THE REVISIONS ARE AS FOLLOWS:

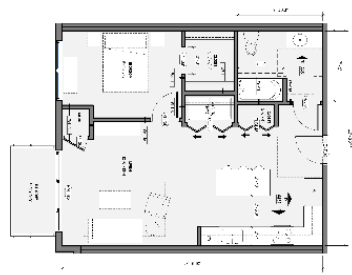
16. THE REVISIONS ARE AS FOLLOWS:

17. THE REVISIONS ARE AS FOLLOWS:

18. THE REVISIONS ARE AS FOLLOWS:

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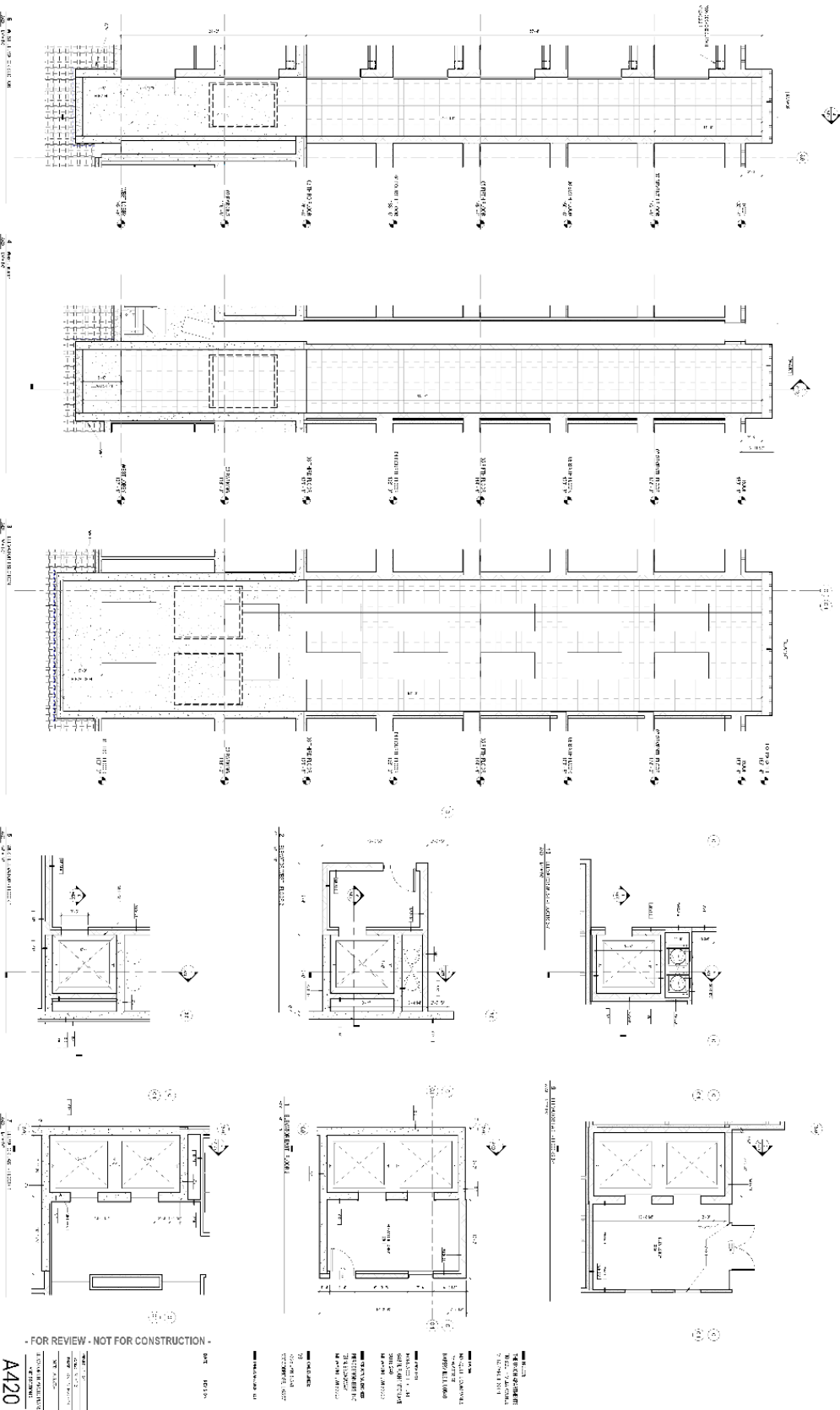


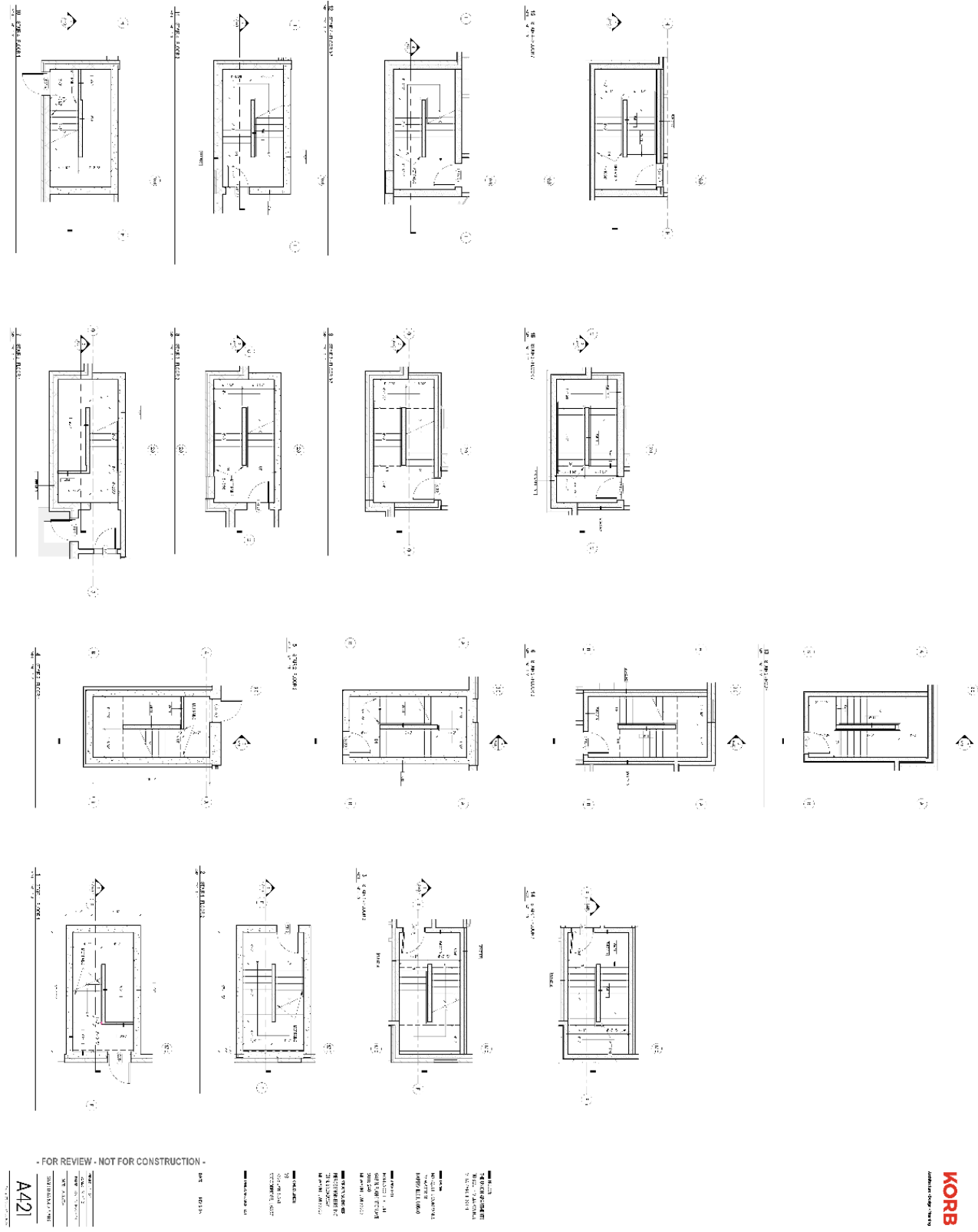
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2	REVISION	DATE	BY	CHKD.
3	REVISION	DATE	BY	CHKD.
4	REVISION	DATE	BY	CHKD.
5	REVISION	DATE	BY	CHKD.
6	REVISION	DATE	BY	CHKD.
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9	REVISION	DATE	BY	CHKD.
10	REVISION	DATE	BY	CHKD.

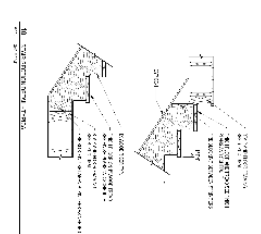
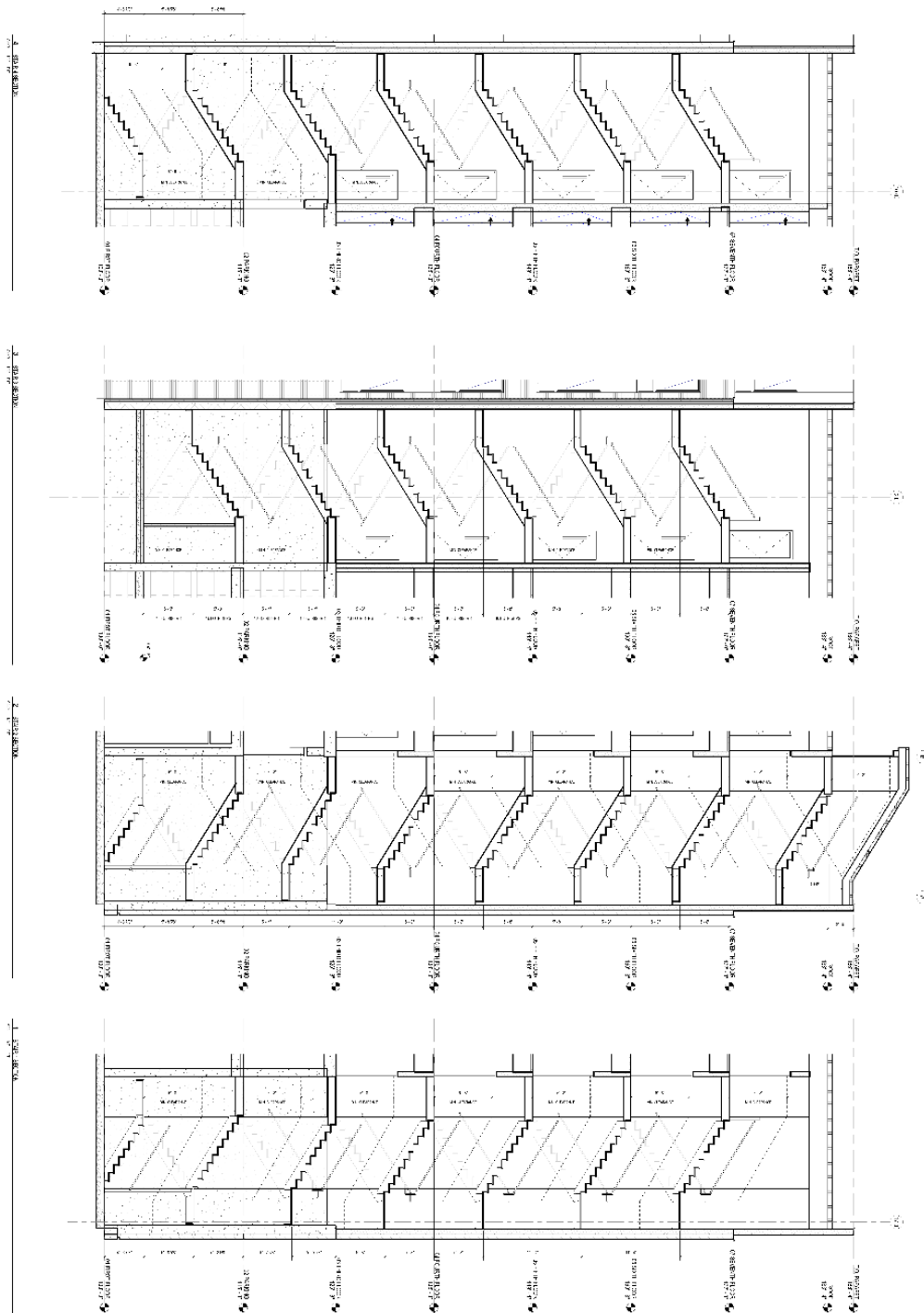
FOR REVIEW - NOT FOR CONSTRUCTION -

A414

KORB







- FOR REVIEW - NOT FOR CONSTRUCTION -

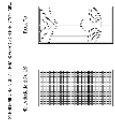
A440

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 CHECKED BY: [Name]
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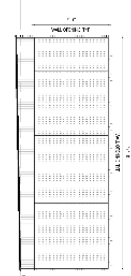
KORB
 Architectural Design Group



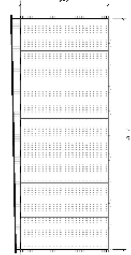




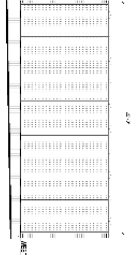
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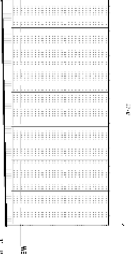
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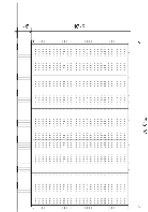
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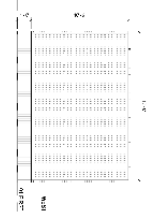
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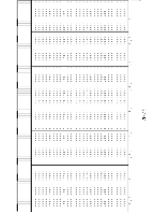
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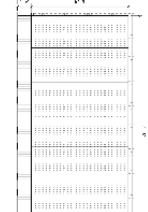
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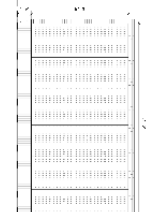
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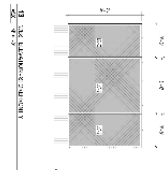
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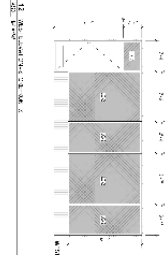
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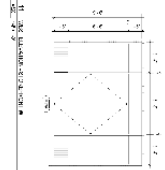
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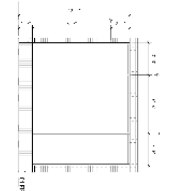
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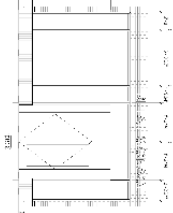
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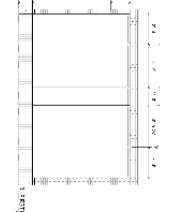
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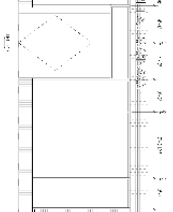
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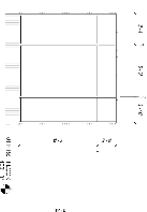
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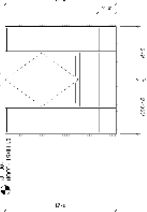
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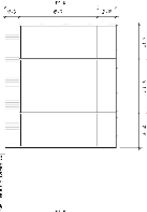
18. ELEVATION OF THE BUILDING FACADE



19. ELEVATION OF THE BUILDING FACADE



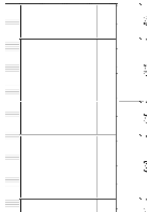
20. ELEVATION OF THE BUILDING FACADE



21. ELEVATION OF THE BUILDING FACADE



22. ELEVATION OF THE BUILDING FACADE

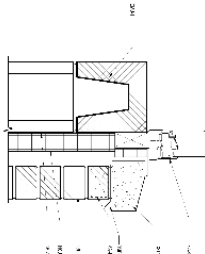
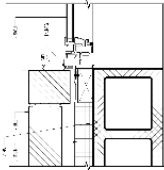
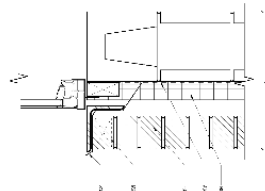


23. ELEVATION OF THE BUILDING FACADE

AS20

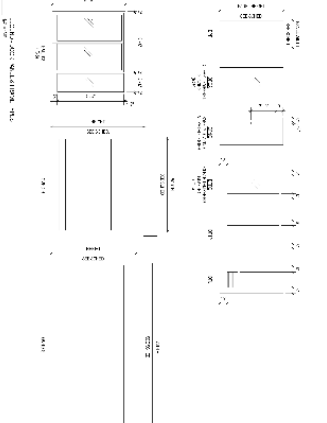
FOR REVIEW - NOT FOR CONSTRUCTION

1. ELEVATION OF THE BUILDING FACADE
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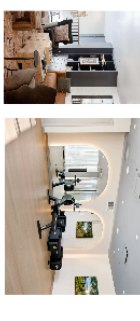
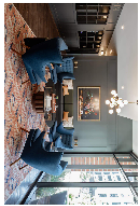
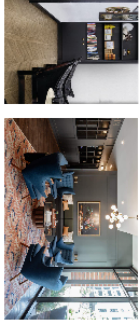
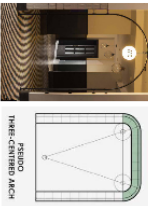
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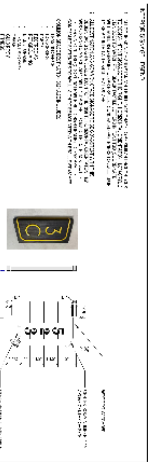
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1	DOOR FRAME	SQ. FT.	100	100	10000	11	DOOR FRAME	SQ. FT.	100
2	DOOR	SQ. FT.	100	100	10000	12	DOOR	SQ. FT.	100
3	DOOR HANDLE	EA	100	100	10000	13	DOOR HANDLE	EA	100
4	DOOR LOCK	EA	100	100	10000	14	DOOR LOCK	EA	100
5	DOOR HINGE	EA	100	100	10000	15	DOOR HINGE	EA	100
6	DOOR LATCH	EA	100	100	10000	16	DOOR LATCH	EA	100
7	DOOR FRAME	SQ. FT.	100	100	10000	17	DOOR FRAME	SQ. FT.	100
8	DOOR	SQ. FT.	100	100	10000	18	DOOR	SQ. FT.	100
9	DOOR HANDLE	EA	100	100	10000	19	DOOR HANDLE	EA	100
10	DOOR LOCK	EA	100	100	10000	20	DOOR LOCK	EA	100

SCHEDULE - DOOR AND FRAME - UNITS									
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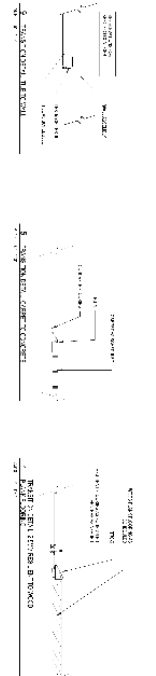
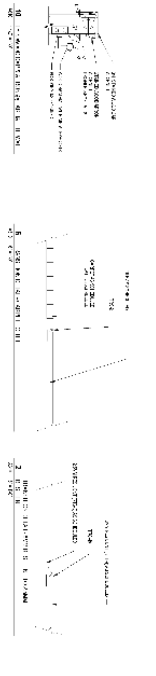
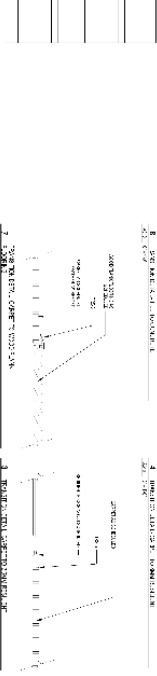
KEY FINISHES AND PRODUCT LIST

KEY FINISHES	PRODUCT LIST
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3. CEILING FINISHES	3. CEILING FINISHES
4. DOOR FINISHES	4. DOOR FINISHES
5. WINDOW FINISHES	5. WINDOW FINISHES
6. PARTITION FINISHES	6. PARTITION FINISHES
7. FURNITURE FINISHES	7. FURNITURE FINISHES
8. LIGHTING FINISHES	8. LIGHTING FINISHES
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19. LEATHER FINISHES	19. LEATHER FINISHES
20. OTHER FINISHES	20. OTHER FINISHES



- FOR REVIEW - NOT FOR CONSTRUCTION -

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1. Die vorliegende Zeichnung ist eine Darstellung der Bauweise eines Gebäudes, das in der Lage ist, die Anforderungen an die Energieeffizienz zu erfüllen. Die Zeichnung zeigt die verschiedenen Bauteile und deren Anordnung, die zur Erreichung der Energieeffizienz erforderlich sind. Die Zeichnung ist in der Weise dargestellt, dass sie die verschiedenen Bauteile und deren Anordnung zeigt, die zur Erreichung der Energieeffizienz erforderlich sind. Die Zeichnung ist in der Weise dargestellt, dass sie die verschiedenen Bauteile und deren Anordnung zeigt, die zur Erreichung der Energieeffizienz erforderlich sind.

- FOR REVIEW - NOT FOR CONSTRUCTION -

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EXHIBIT C
PROJECT SCHEDULE

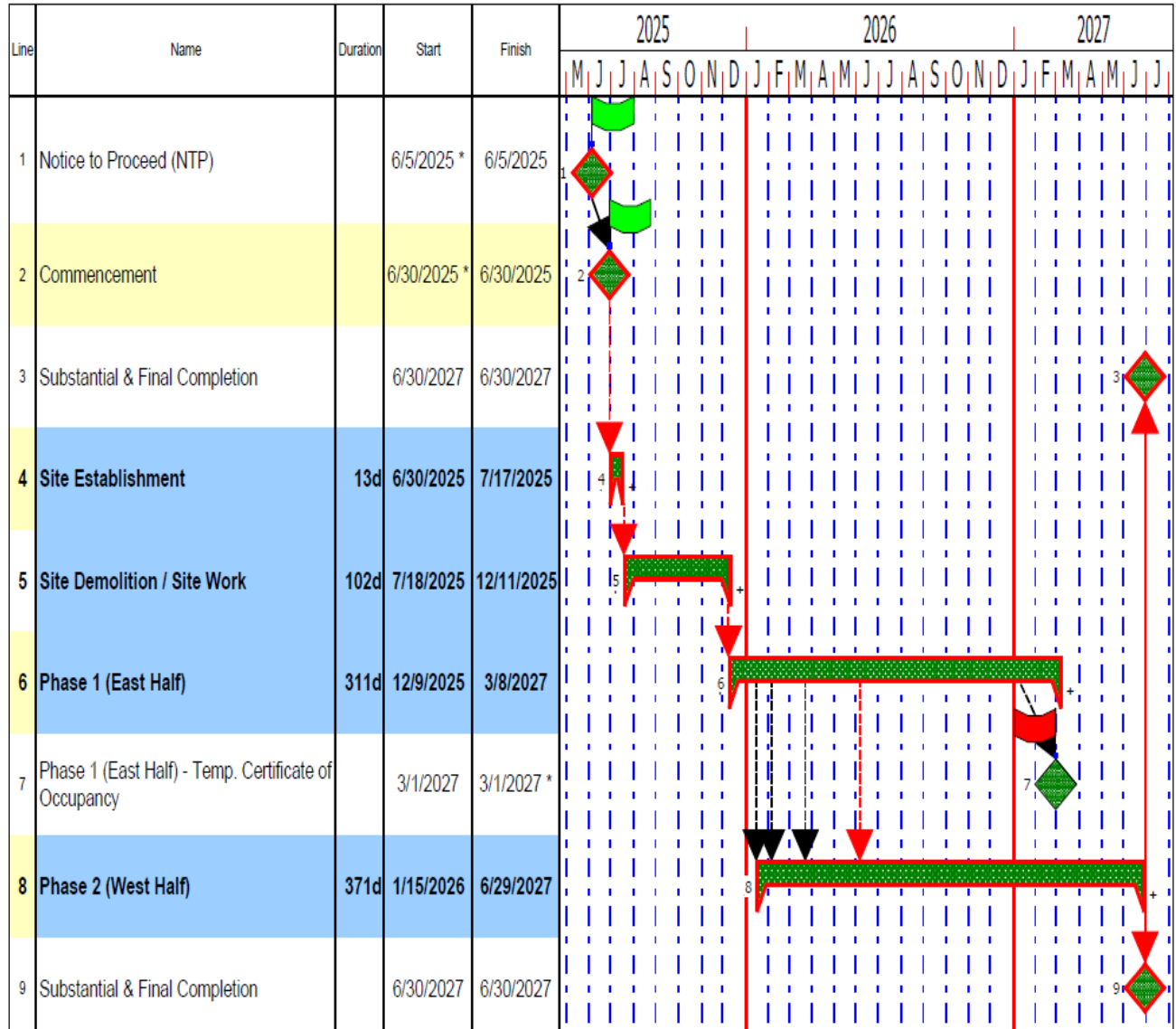


EXHIBIT D
CONSTRUCTION STAGING PLAN



EXHIBIT E
DISCLOSURE AFFIDAVIT

State of Illinois)
) ss
County of _____)

THE DEVELOPER MUST SIGN THIS AFFIDAVIT.

I, _____, reside at _____ in the Village/Village of _____, County of _____, State of Illinois, being first duly sworn and having personal knowledge of the below facts, swear to the following:

That I am over the age of eighteen and serve as the _____ of _____ (“Developer”).

That the Redevelopment Property in question has a common street address referred to as: _____, in the Village of Villa Park, County of DuPage, State of Illinois, and with a Property Index Number(s) of _____ (hereinafter “Redevelopment Property”).

That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the Redevelopment Agreement between the Developer and the Village, state law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the Redevelopment Property, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the Redevelopment Property after this transaction is consummated.

As the owner, authorized trustee, corporate official or management agent, I declare under oath that (choose one):

- (a) The owners or beneficiaries of the trust are _____; or
- (b) The shareholders with more than 7 ½% interest are _____; or
- (c) The corporation is publicly traded and there is no readily known individual having greater than a 7 ½% interest in the corporation.

This instrument is made to induce the Village to enter into the Redevelopment Agreement and in accordance with 50 ILCS 105/3.1.

Affiant: _____

Subscribed and Sworn to before me this _____ day of _____, 20____.

Notary Public

MEMO

To: Marc McLaughlin, AICP
Director of Community & Economic Development
Village of Villa Park

From: Geoff Dickinson, AICP, SB Friedman Development Advisors, LLC
gdickinson@sbfriedman.com

Date: December 20, 2024

RE: **Review of Request for Financial Assistance and Projected Incremental Property Taxes –
The Union at Old Town**

SB Friedman Development Advisors, LLC ("SB Friedman") was engaged by the Village of Villa Park (the "Village") to assist in evaluating a request for Village financial assistance to support the redevelopment of 100-110 S. Villa Avenue (the "Site") as a seven-story, new-construction, mixed-use development (the "Project"). The Project includes approximately 238 apartments, 8,000 square feet (SF) of retail space and 406 structured parking spaces.

The Site is in the St. Charles Commercial Corridor Tax Increment Financing District (the "TIF District") which was established in 2024 to support the revitalization of the area as a strong and attractive commercial/mixed-use corridor. Objectives of the TIF District include the facilitation of site assembly and site preparation to support physical improvements to properties. In addition to the TIF District Redevelopment Plan, the Project is also aligned with the land use goals for the area, as articulated in Village's 2009 Comprehensive Plan (the "Comprehensive Plan"). The Comprehensive Plan calls for higher-density mixed-use development and the strategic utilization of incentives and property assembly to attract targeted development projects to the St. Charles Road corridor.

The Project was proposed by Marquette Companies (the "Developer") who has indicated that the Project is unlikely to achieve market-acceptable rates of return without Village financial assistance. The Developer has requested the following financial assistance from the Village:

- Up-front financial assistance of up to \$13 million in TIF-eligible expenses funded through the issuance of alternate revenue bonds (the "Bonds"). Per the most recent draft of the project redevelopment agreement (the "RDA") dated November 14, 2024, the Bonds will be sold prior to construction financing closing and net proceeds from the sale of the Bonds (the "Assistance") will be transferred to an escrow account. The Developer may request reimbursement for TIF-eligible expenses accrued prior to construction closing, to be reimbursed from the Assistance. The remainder of the Assistance will be released from an escrow account throughout the construction period upon receipt and approval by the Village of evidence of TIF-eligible expenses.

Additionally, the Village currently owns the Site parcels and has agreed to sell the Site parcels to the Developer for \$10.00. Additional right-of-way or other public land for improvements may be conveyed to the Developer in the final agreement. However, no additional land beyond the Site parcels is noted per the most recent draft of the RDA.

Based on the most recent Project budget dated December 9, 2024, the Developer's request for Assistance amounts to approximately 15% of total development costs (TDC). This memorandum summarizes our review of the following aspects of the Project:

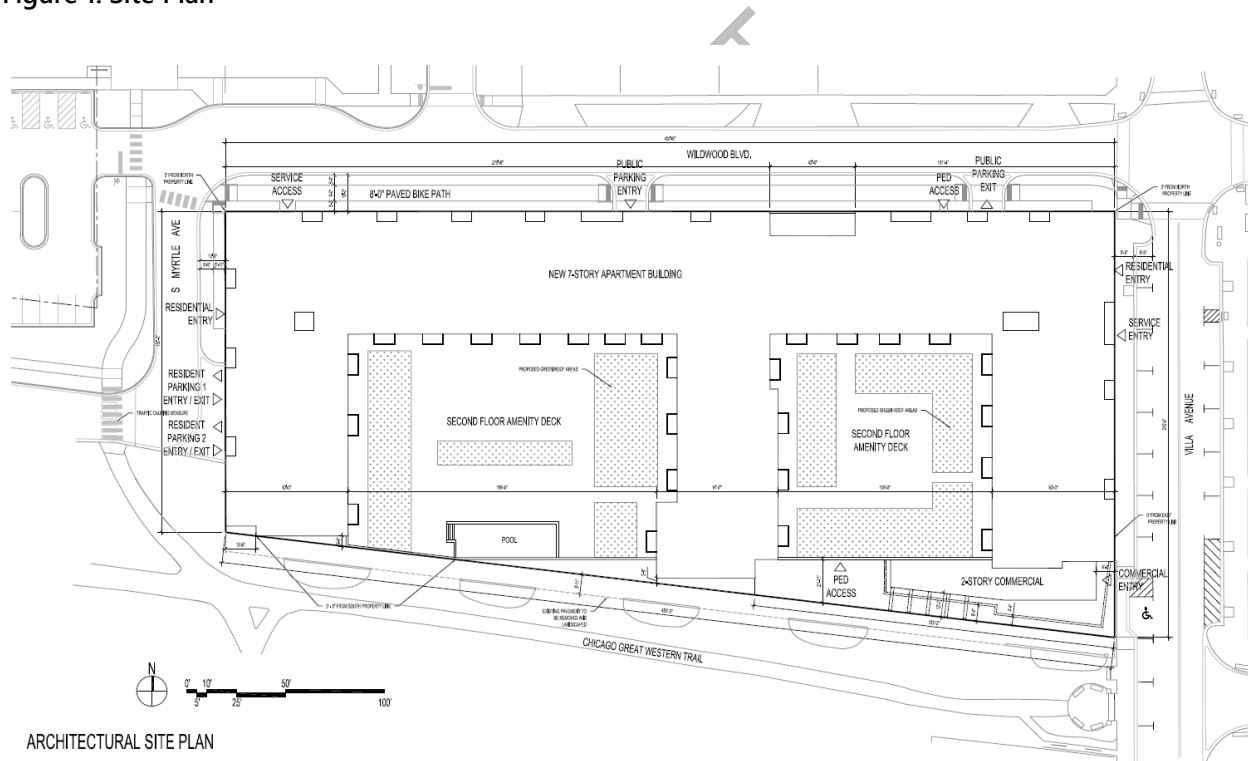
- Project Characteristics
- Pro Forma Assumptions
- Incremental Property Tax Projections
- Need for Financial Assistance

To evaluate financial feasibility of the Project, SB Friedman reviewed details relevant to the Project's development and operations. Our analysis indicates that the Project's financial returns with the full amount of requested Assistance are within a market-acceptable range.

Project Characteristics

The approximately two-acre Site is located at the southwest corner of South Villa Avenue and East Wildwood Avenue. The Site is approximately one-block south of the St. Charles Road commercial corridor.

Figure 1: Site Plan



Source: Korb + Associates Architects, Marquette Companies, Village of Villa Park. As of March 22, 2024.

The Site parcels are:

- 06-10-106-001
- 06-10-106-002
- 06-10-106-004

The Project includes:

- 238 multifamily rental apartments
- 8,000 SF of retail space
- 406 structured parking spaces, including:
 - 312 to be owned by the Developer and reserved for residents of the Project; and
 - 94 to be owned by the Village and used for public parking.

Overall, these components represent 399,460 gross square feet (GSF) of building space, based on estimates provided by the Developer in November 2024. Within the 7-story building, floors 1 and 2 comprise structured parking, retail space, and some lobbies and utility rooms, while floors 3-7 comprise the residential portion of the Project.

The Developer is a vertically integrated real estate development and investment company that operates over 15,000 apartment homes across the central and southern United States. They have developed multiple projects within the Chicago metropolitan region over the past several years.

Pro Forma Assumptions

SB Friedman reviewed the following materials submitted by the Developer to evaluate the Project:

- Project Development Budget and Assumptions
- Projected Operating Pro Forma including Sale Assumptions

PROJECT BUDGET

The Project has a TDC of \$85.8 million according to December 2024 estimates provided by the Developer. A total cost breakdown by use category as a percentage of TDC and on a per-SF basis is provided in **Figure 2**.

Figure 2: Project Budget Summary

Category	Project Budget	% of TDC	\$/SF
Land Acquisition Costs	\$0	-	-
Site Preparation Costs	\$3,746,817	4%	\$45/SF of land
Hard Construction Costs	\$65,260,042	76%	\$163/GSF of building
Soft Costs	\$9,167,826	11%	\$23/GSF of building
Financing Costs	\$3,539,157	4%	\$9/GSF of building
Other Costs	\$4,080,915	5%	\$10/GSF of building
TOTAL DEVELOPMENT COSTS	\$85,794,757	100%	\$215/GSF of building

Source: Marquette Companies, SB Friedman, Village of Villa Park

Per the current draft of the RDA, the Developer must submit documentation for actual costs incurred and paid within 60 days of receiving a final certificate of occupancy. If the final certified TDC is less than the estimated TDC, the Developer is required to pay 50% of the difference to the Village. TIF-eligible costs relevant to this Project may include portions of site preparation costs, soft costs, financing costs, and costs associated with the development of public improvements, including the Village-owned portion of the parking garage.

Key findings from SB Friedman's review of the Project budget are as follows:

- **Land Acquisition Costs.** The Developer is assuming an overall acquisition cost of \$0 for the Site per the terms of the redevelopment agreement currently under negotiation with the Village whereby the Village will convey the land to the Developer for a nominal fee (\$10.00). This difference is immaterial to Project returns calculations.
- **Hard Construction and Site Preparation Costs.** The Developer provided an overall estimate for vertical hard construction costs and an overall estimate for site preparation costs. The hard construction costs estimate included costs associated with both the residential and structured parking portions of the Project. For benchmarking purposes, SB Friedman used square footage breakdowns by use provided by the Developer to estimate hard construction costs for the residential and structured parking components separately.
 - **Hard Construction Costs – Structured Parking.** Using the GSF of parking estimates provided by the Developer and structured parking construction cost estimates from Marshall and Swift, a construction cost estimation software, SB Friedman estimated the Project's structured parking construction costs to be approximately \$33,300/space.
 - **Hard Construction Costs - Residential.** To estimate the construction costs for the residential portion of the Project, SB Friedman subtracted the estimated cost of the structured parking and retail from the total Project hard construction costs.¹ Based on this analysis, SB Friedman estimates residential construction costs of approximately \$210/residential GSF. When assessed in conjunction with the estimated structured parking costs, these residential construction costs appear reasonable based on a review of comparable projects and industry sources.
 - **Site Preparation Costs.** Site preparation costs can vary widely across projects, as site conditions and project-specific design and engineering factors influence these costs. The pro forma includes approximately \$3.7 million in site preparation costs, or \$45/SF of land.
 - **Hard Cost Contingency.** The pro forma includes approximately \$3.9 million in hard cost contingencies, or 6% of total hard costs.
- **Soft Costs and Financing Costs.** The pro forma includes Soft and Financing Costs of \$9.2 million and \$3.5 million, respectively, which combined account for approximately 15% of TDC. As a percentage of TDC, these costs appear reasonable compared to similar projects reviewed by SB Friedman.
- **Other Costs.** The pro forma includes approximately \$4.1 million in costs associated with reserves, fees and other costs. This line item includes \$3.3 million in development fees, and \$0.8 million in operating reserves. The development fee is approximately 4% of TDC, which appears reasonable based on SB Friedman's review of comparable projects.

CASH FLOW ASSUMPTIONS

SB Friedman reviewed cash flow assumptions in the Developer's pro forma and compared them against industry benchmarks and comparable retail projects recently reviewed by SB Friedman.

Key assumptions from the Developer's pro forma are outlined below:

- **Rents.** SB Friedman assessed rents for the residential and retail portions of the Project.
 - **Residential:** The Developer is assuming an average monthly per unit rent of \$2,598, ranging from \$2,062 per month for a studio to \$3,600 per month for a three-bedroom unit. The average monthly rent per SF averages \$3.05, ranging from \$3.74/SF for a studio and \$2.65/SF for a three-bedroom unit. These rents are within the range of comparable multifamily apartment projects in DuPage County with similar amenities.

¹ SB Friedman did not benchmark retail construction costs as retail space represents a relatively small share of the Project.

- **Retail:** The Developer is assuming an average monthly base rent of \$25/SF triple-net in 2024 dollars which is within the range observed in similar projects reviewed by SB Friedman.
- **Rent Escalation.** The Developer assumed a 3% annual rent escalation which is within the range observed in similar projects and industry sources reviewed by SB Friedman.
- **Vacancy.** The Developer assumed a 5% stabilized residential vacancy rate which is within the range observed in similar projects and industry sources reviewed by SB Friedman.
- **Operating Expenses.** The Developer assumed operating expenses equal to 43% of residential rental income. SB Friedman's understanding is that this percentage includes expenses attributable to property taxes. To benchmark operating expenses, SB Friedman disaggregated the overall percentage to evaluate (a) operating expenses net of property taxes and (b) property taxes as two separate components in the Project's cash flow. Property taxes are based on SB Friedman's property tax projections for the Site, discussed in more detail below. After removing expenses associated with property taxes, SB Friedman estimates stabilized Project operating expenses net of property taxes to be approximately 19% of residential income, which appears reasonable based on a review of comparable projects and industry sources.
- **Operating Expense Escalation.** The Developer assumed a 2.5% annual operating expense escalation which is within the range observed in similar projects and industry sources reviewed by SB Friedman.
- **Other Income and Costs.** The Developer assumed \$57,000 in additional monthly income associated with the residential units and \$175 per month for parking space rental. Additionally, the Developer assumed that two of the 238 units would be reserved for leasing and employee use. The forgone rent associated with these units is assumed to be an expense in the cash flow. SB Friedman also included Developer-provided estimates of initial year residential concessions, capital outlay, loss to lease and bad debt as additional expenses. These additional expenses do not materially impact financial returns.

Incremental Property Tax Projections

SB Friedman prepared incremental property tax projections for the Project based in part on the Developer's construction timing and phasing estimates in addition to the assumptions in **Figure 3**.

SB Friedman calculated projected incremental property taxes on a parcel-by-parcel basis. The projections assume equalized assessed value (EAV) additions from the Project as well as increases in property value from appreciation and thus reassessment escalation over the life of the TIF District. Core assumptions and inputs are outlined in **Figure 3**.

Figure 3: Incremental Property Tax Projection Inputs and Assumptions

Assumptions and Inputs	
Annual Property Value Escalation (Clean Growth Rate)	2.3%
DuPage County Tax Code	6265
DuPage County 2023 Tax Rate	7.830%
TIF District Adoption Year	2024
Final Assessment Year	2047
Est. Project Site Total Frozen Base EAV (2022)	\$320,260
Projected K-8 Students (District 45)	8
Projected High School Students (District 88)	4
Annual Tuition Payment Escalation, K-8 (District 45)	3.21%
Annual Tuition Payment Escalation, HS (District 88)	4.98%

Library District Payments	2% of incremental property taxes from the residential portion of the Project
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Source: DuPage County Assessor, DuPage County Clerk, IL State Board of Education, SB Friedman, Village of Villa Park

SB Friedman projected that the Project would generate approximately \$33.7 million in undiscounted net incremental property taxes over the remaining life of the TIF district. Per an analysis conducted by Speer Financial, the Village's financial advisor, it appears that these projected revenues would be sufficient to support the retirement of Bonds large enough to produce net proceeds equal to the requested \$13 million in Village financial assistance.

More detail on incremental property tax projection methodology and assumptions is outlined in **"Estimated Primary Sources of Repayment for the Union at Old Town Alternate Revenue Bonds,"** a separate report prepared by SB Friedman.

Need for Financial Assistance

SB Friedman analyzed the Project's need for financial assistance under the following scenarios:

1. **Without Assistance.** This scenario assumes the Project will not receive any Village financial assistance.
2. **With Full Requested Assistance.** This scenario assumes the Project will receive the full amount of requested Village financial assistance.

SB Friedman used the following metrics to evaluate the need for Village financial support:

- **Unleveraged IRR.** Unleveraged IRR measures the projected rate of return without considering debt financing. It is based on the Project's projected annual cash flows, including the initial equity investment and sale proceeds. The assumptions underlying this analysis are:
 - *Year of Sale.* The Developer is assuming a sale in Year 4 (the first year of stabilization), which is reflected in SB Friedman's analysis.
 - *Cost of Sale.* The Developer is assuming a 1.0% cost of sale, which is within the range of typical projects.
 - *Terminal Cap Rate.* The Developer is assuming a 6.0% terminal cap rate which is within the range of comparable projects and industry source data.
- **Stabilized Yield on Cost.** Stabilized Yield on Cost is calculated by dividing projected net operating income (NOI), before debt service, in the first year of stabilized operations by projected TDC and is an indicator of the initial annual overall return on investment.

Given the considerations outlined above and the Developer's estimated budget of approximately \$85.8 million, the Project would generate an unleveraged IRR of 4.6% and a stabilized yield on cost of 6.1% without any Village financial assistance. With the full amount of requested assistance, SB Friedman estimates the Project would generate an unleveraged IRR of 11.4% and a stabilized yield on cost of 7.2%.

Figure 4: Projected Financial Returns

Assistance	Unleveraged IRR	Stabilized Yield on Cost
No Assistance	4.6%	6.1%
Full Requested Assistance	11.4%	7.2%

Source: SB Friedman

Conclusions and Recommendations

The Project appears to require the full requested financial assistance to achieve market-acceptable rates of return.

DRAFT

Limitations of our Engagement

Our deliverables are based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings/teleconferences with the Village and developers during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the deliverable. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise analyses or the deliverables to reflect events or conditions that occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in state statute or village ordinance, additional competitive developments, interest rates, and other market factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables are intended solely for your information, for purposes of reviewing a request for financial assistance, and do not constitute a recommendation to issue bonds or other securities. The report should not be relied upon by any other person, firm or corporation, or for any other purposes. Neither the report nor its contents, nor any reference to our Firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors without our prior written consent.

We acknowledge that upon submission to the Village, the report may become a public document within the meaning of the Freedom of Information Act. Nothing in these limitations is intended to block the disclosure of the documents under such Act.



MEMORANDUM

TO: Village Board of Trustees

FROM: Marc McLaughlin, Director

DATE: February 10, 2025

SUBJECT: An Ordinance of the Village of Villa Park, Illinois, Approving a Zoning Map Amendment, Special Use for a Planned Unit Development, Final Plat of Subdivision and Vacating A Right-Of-Way For The Property Located At 100-110 S. Villa Avenue, Villa Park

RECOMMENDED ACTION:

This is an Ordinance Approving a Zoning Map Amendment to the MX-2 District, a Special Use for a Planned Development, and a Plat of Subdivision with Vacation of public Right-of-Way located at 100 S Villa Ave for the development known as The Union. The Planning and Zoning Commission recommended approval at their June 13, 2024 meeting. Staff recommends approval.

BACKGROUND:

The Subject Property is made up of a vacant lot, a vacant commercial building, and a portion of unvacated public right-of-way. The Petitioner is proposing to construct a 7-story mixed-use building with a zero-lot line setback to include approximately 238 rental residential units, residential rooftop amenity space, approximately 8,000 square feet of commercial space, and a parking structure containing 312 residential parking stalls and 94 stalls for public use. The Petitioner is requesting approval of a Special Use for a Planned Unit Development to allow the construction of the building. In addition to the Special Use, the Petitioner is requesting approval of a Zoning Map Amendment to rezone the property from Mixed Transitional District (MX-T) & Mixed Residential District 2 (MX-R2) to Mixed-Use Main Street District (MX-2).

DISCUSSION:

The Zoning Ordinance specifically allows for a right to request a Special Use for a Planned Unit Development in all zoning districts per Table 6-1: Use Table. Planned Unit Developments are a complex type of Special Use that may consist of various land uses and design elements, requiring the establishment of more specific procedures, standards, and exceptions from the strict application of the zoning district regulations. The complexity and size of this project is in line with the intent of a Planned Unit Developments per the Zoning Ordinance. The Zoning Ordinance specifically allows for the right to request a Zoning Map Amendment per Section 11.2. The Petitioner's request would remove a previous zoning error that had two zoning districts on one parcel and ensure the newly consolidated lot is all one zoning district. Properties to the north and south of the Subject Property

are also zoned MX-2. The MX-2 district is intended to accommodate lower-scale mixed-use buildings in the neighborhood mixed-use nodes. The building form establishes an essentially continuous street wall of storefront facades along the sidewalk of primary streets, and focuses pedestrian-friendly retail, office and service uses on the ground story along primary streets with residential and/or office uses elsewhere. Parking is intended to be internal to the building or located in the rear of the lot, screened from the primary street with the building. The request meets the intent of the code. The proposed development of this mixed-use building has brought up issues with the existing conditions of the Subject Property. Multiple zoning districts and multiple lots or parcels in one zoning lot is not common practice. Regardless of whether the project continues or not, the Plat of Subdivision and the Zoning Map Amendment are necessary to clean up the property.

Ordinance No. __

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, ILLINOIS,
APPROVING A ZONING MAP AMENDMENT, SPECIAL USE FOR A PLANNED
UNIT DEVELOPMENT, FINAL PLAT OF SUBDIVISION AND VACATING
A RIGHT-OF-WAY FOR THE PROPERTY LOCATED AT
100-110 S. VILLA AVENUE, VILLA PARK**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (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 the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) the President and Board of Trustees of the Village (the “Corporate Authorities”) may provide for zoning to regulate the development and use of real estate within its borders and pursuant to Section 11-13-1.1 of the Illinois Municipal Code allow the classification of special uses within a zoning district, and have done so pursuant to the adoption of the Zoning Ordinance of the Village of Villa Park, Illinois, as set forth in Appendix C of the Village Code (“Zoning Ordinance”); and,

WHEREAS, pursuant to the Illinois Municipal Code the President and Board of Trustees of the Village (the “Corporate Authorities”) may vacate any street or alley under the Village’s jurisdiction (65 ILCS 5/11-91-1, *et seq.*); and,

WHEREAS, the corporate authorities of the Village have also adopted regulations regarding the subdivision and consolidation of parcels of land in the Village, as set forth in Article II, entitled “Subdivision Regulations”, of Appendix B of the Village Code (hereinafter the “Subdivision Regulations”); and,

WHEREAS, David G. Lyon of Marquette Company (“Petitioner”), acting on behalf of Marquette Real Estate Investments, LLC, the potential owner and developer of certain property generally located at 100-110 S. Villa Avenue, Villa Park, and legally described in Exhibit “A” (“Subject Property”), applied for and is seeking approval of the following in order to allow for the development of a mixed-use complex on the Redevelopment Property, to be known as “the Union”, that will include approximately 238 apartments, not less than 7,000 sq. ft. of commercial space fronting along Villa Avenue, and a two-story parking deck that will include 406 total parking spaces (inclusive of 10 motorcycle parking spaces), of which will include 94 contiguous, surface level parking spaces which shall be designated as public parking spaces (“Proposed Development”):

- (1) a zoning map amendment to rezone the Subject Property from the MX-T Mixed Transitional District and Mixed Residential District 2 (MX-R2) zoning classifications to the Mixed-Use Main Street District (MX-2) zoning classification;
- (2) a special use for a Planned Unit Development to allow the Proposed Development on the Subject Property;
- (3) Approval of a final plat of subdivision that includes the vacation of a right of adjacent to the Subject Property and wholly within the corporate boundaries of the Village (“ROW”); and,

WHEREAS, on February 10, 2025, the Village and Marquette Real Estate Investments, LLC, entered into a certain Redevelopment Agreement, which agreement requires that the Village approve the necessary zoning entitlements for the Proposed Development of the Subject Property; and,

WHEREAS, in compliance with State law and the Zoning Ordinance, public notice was provided with respect to Petitioner’s application and the related public hearing by publication in the Daily Herald newspaper not more than 30 nor less than 15 days before the public hearing date; and,

WHEREAS, pursuant to the public notice, the Planning and Zoning Commission (“PZC”) of the Village of Villa Park conducted a public hearing on April 11, 2024, regarding Petitioner’s application; and,

WHEREAS, no written objections were submitted regarding the vacation of the ROW and after hearing all testimony and public comment and consideration of all evidence presented at the hearing regarding said application, the PZC of the Village of Villa Park voted with eight (8) in favor and none (0) opposed to recommend approval of the Petitioner’s application; and,

WHEREAS, the Corporate Authorities of the Village have considered and accept the findings and recommendation of the PZC and have determined that all applicable requirements of the Zoning Ordinance, including Sections 11.2, 11.3 and 11.4, have been met and it is advisable, necessary and in the public interest to approve the rezoning of the Subject Property, the special use for a Planned Unit Development to allow the Proposed Development on the Subject Property, and the final plat of subdivision approval, including the vacation of the ROW; and,

WHEREAS, with respect to the ROW as depicted in the *Final Plat of Subdivision of the Union*, attached hereto as Exhibit “B” and legally described as Parcel 3 in the Exhibit “A”, is not, nor is it anticipated, to be utilized by the general public as an open and improved right-of-way and

is no longer useful to the Village, nor is it in the best interests of the Village to retain control and jurisdiction thereof; and,

WHEREAS, the ROW is a right-of-way situated within the territorial limits of the Village and, as such, pursuant to Illinois statute, is subject to the determination by the corporate authorities of the Village of whether or not to vacate the ROW by balancing the interests of the nature and extent of the public use, and interest or benefit derived from the right-of-way, against the potential benefits to be derived from and cost saved to the Village from the vacation and incorporation of the aforesaid ROW into the adjacent property, which will enhance the redevelopment potential of the Subject Property and surrounding area and will permit the owner of the Subject Property to construct the Proposed Development; and,

WHEREAS, due to the *de minimis* area of the ROW, the corporate authorities of the Village have determined that no compensation be paid to the Village for vacating the ROW.

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

Section 1: The statements contained in the preamble hereto are found to be true and correct and are adopted as the findings of the Village and are hereby incorporated herein by specific reference as part of this Ordinance.

Section 2: That the Subject Property, legally described in Exhibit “A”, be and the same is hereby rezoned from the MX-T Mixed Transitional District and Mixed Residential District 2 (MX-R2) zoning classifications to the Mixed-Use Main Street District (MX-2) zoning classification, and the Village’s Zoning Map shall be amended to reflect this zoning change.

Section 3: A special use for a planned unit development is approved for the Subject Property to allow for the Proposed Development, in compliance with the Redevelopment Agreement and its attendant exhibits, approved by the Village on February 10, 2025.

Section 4: That President and Board of Trustees make the following findings of fact as to the special use planned unit development granted herein, the:

- A. That the special use for a planned unit development plan to allow for the Proposed Development is expressly authorized as a special use;
- B. That the Proposed Development is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;

- C. That the Proposed Development will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
- D. That approval of the special use for the planned unit development will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
- E. That the Proposed Development will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and
- F. That the Proposed Development complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.

Section 5: The Village President and Board of Trustees of the Village of Villa Park find that the *Final Plat of Subdivision of the Union* (“Plat”), identified as Exhibit “B” attached hereto and made a part hereof, is in acceptable form, conforms to the Subdivision Regulations and that the preliminary and final Plat be and is hereby approved, and the Village President and Village Clerk, along with all other required Village officials, are hereby authorized and directed to execute said final Plat, upon receipt of the mylar and the prior signatures of all other required parties.

Section 6: The ROW, depicted in the Plat attached hereto as Exhibit “B” and legally described as Parcel 3 in the Exhibit “A”, is hereby vacated and incorporated into the Subject Property, and such vacation is made upon the finding that the commensurate economic benefits and/or savings to be provided to the Village, in the judgment of the Village President and Board of Trustees, shall compensate the Village for the value of the ROW being vacated and that the owner of the Subject Property shall acquire title to the ROW hereby vacated, in an “as-is,” “where-is” condition.

Section 7: All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

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

Passed this 10th day of February, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

Approved this 10th day of February, 2025.

Nick Cuzzone, Village President

Attest:

Hosanna Korynecky, Village Clerk

Published in pamphlet form:

_____, 2025

EXHIBIT "A"

Legal Description of Subject Property

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 1 IN CALHOUN'S 2ND ADDITION TO VILLA PARK, IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923 AS DOCUMENT NUMBER 163013, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: 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, NOW THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID 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; AND 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 NORTH WESTERN TRANSPORTATION COMPANY (FORMERLY THE CHICAGO GREAT WESTERN RAILWAY COMPANY), AS SAID MAIN TRACK IS NOW LOCATED, IN DUPAGE COUNTY, ILLINOIS.

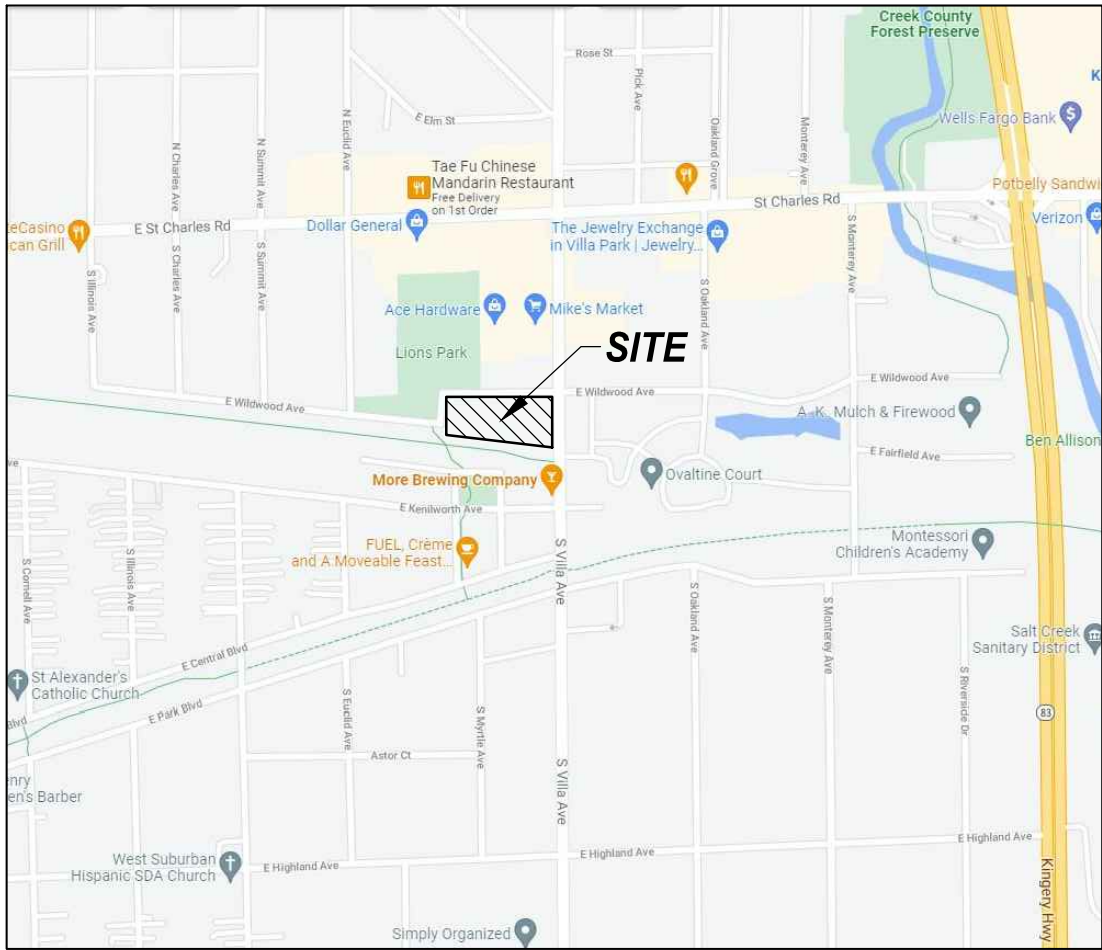
PARCEL 3 (ROW):

THAT PART OF MYRTLE AVENUE IN CALHOUN'S 2ND ADDITION TO VILLA PARK, IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923 AS DOCUMENT NUMBER 163013, IN DUPAGE COUNTY, ILLINOIS, BOUNDED AS FOLLOWS: ON THE NORTHEASTERLY SIDE BY THE SOUTHWEST LINES OF LOTS 9 AND 10 IN SAID CALHOUN'S 2ND ADDITION; ON THE SOUTHERLY 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, NOW THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY), ON THE WESTERLY SIDE BY THE SOUTHERLY EXTENSION OF THE (PARALLEL) EAST LINE OF MYRTLE AVENUE, AS PLATTED IMMEDIATELY SOUTH OF E. KENILWORTH STREET (NOW E. WILDWOOD AVENUE).

LAND IS KNOWN AS: 100-110 SOUTH VILLA AVENUE VILLA PARK, IL 60181

EXHIBIT “B”

Final Plat of Subdivision of the Union



VICINITY MAP
NOT TO SCALE

AREA

84,977 SQ. FT.
1.9508 ACRES

FINAL PLAT OF SUBDIVISION
OF
THE UNION

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,
ON THE ____ DAY OF _____, A.D., 20____ AT ____ O'CLOCK __M. AS

DOCUMENT NUMBER _____

COUNTY RECORDER _____

STATE PLANE MERIDIAN

GRAPHIC SCALE



BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE
COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE
1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT
LATITUDE 41° 53' 14.807111" N
LONGITUDE 87° 58' 14.14847" W
ELLIPSOIDAL HEIGHT: 573.955 SFT
GROUND SCALE FACTOR 1.0000412399
ALL MEASUREMENTS ARE ON THE GROUND.

LEGEND

- SUBDIVISION BOUNDARY LINE
EXISTING LOT LINE
PROPOSED LOT LINE
CENTERLINE OF R-O-W
EXISTING EASEMENT LINE
PROPOSED EASEMENT LINE
PROPOSED SETBACK LINE
QUARTER SECTION LINE

- N NORTH
S SOUTH
E EAST
W WEST
0.00' CALCULATED DATUM
(0.00') RECORD DATUM
FIR ○ FOUND IRON ROD
FIP ○ FOUND IRON PIPE
FAD ○ FOUND ALUMINUM DISK
FCC + FOUND CROSS CUT
SCM ■ SET CONCRETE MONUMENT

OWNER

Village of Villa Park
20 S Ardmore Avenue
Villa Park, IL 60181-2696
630-634-8500

DEVELOPER

Catalyst Partners
833 E. Michigan Street, Suite 1000
Milwaukee, WI 53202
414-727-6840

ENGINEER/SURVEYOR

V3 Companies of Illinois, Ltd.
7325 Janes Avenue, Suite 100
Woodridge, Illinois 60517
630-724-9200

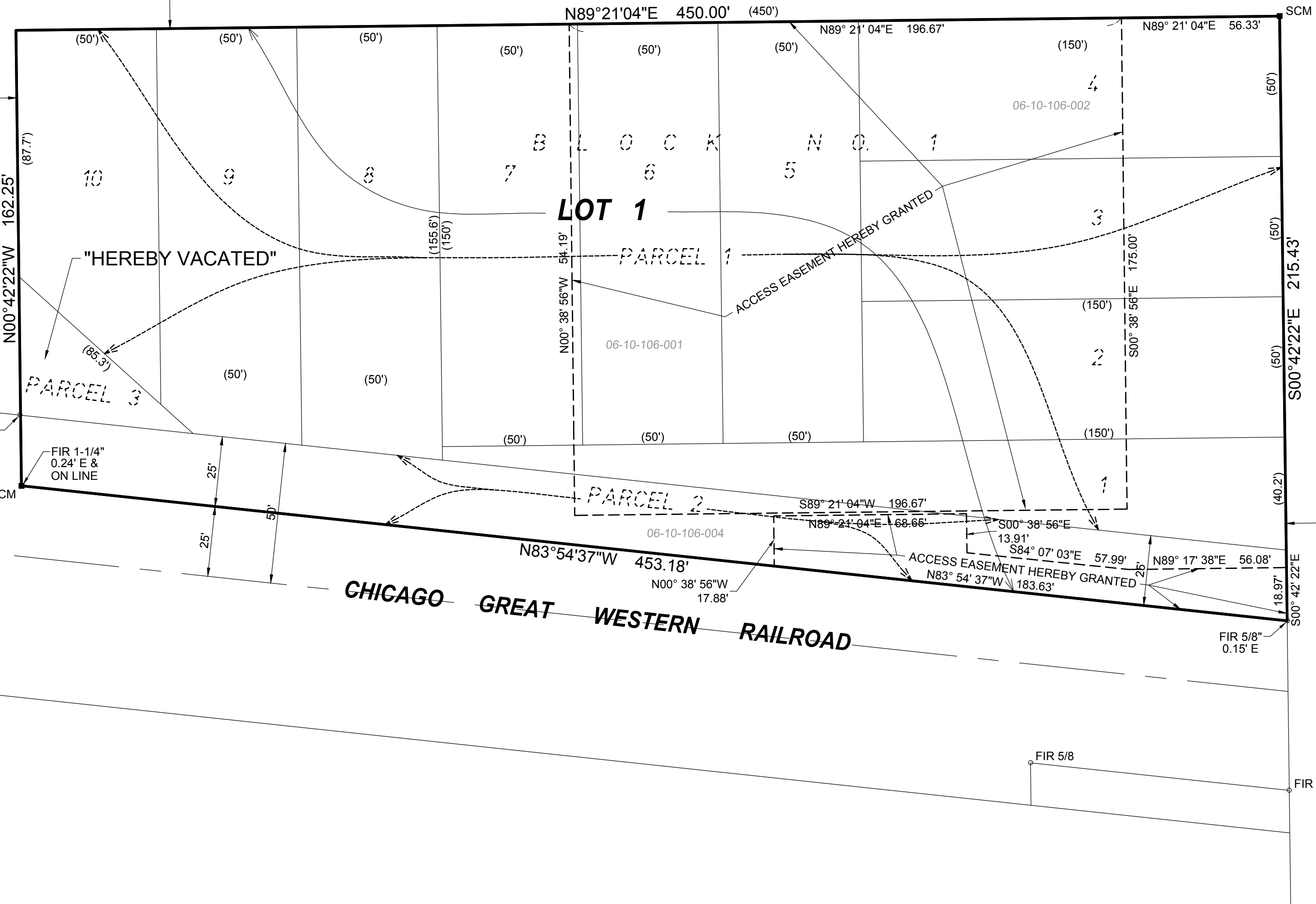
THIS PLAT HAS BEEN SUBMITTED FOR
RECORDING BY AND RETURN TO:
NAME: THE VILLAGE OF VILLA PARK
ADDRESS: 20 ARDMORE AVE
VILLA PARK, IL 60181

SURVEYOR'S NOTES:

1. ONCE THE PLAT SHOWN HEREON IS RECORDED, AND
UPON THE COMPLETION OF CONSTRUCTION, 3/4" IRON
PIPES WITH PLASTIC CAPS SHALL BE SET AT ALL LOT
CORNERS AND CHANGES IN GEOMETRY, UNLESS
SHOWN OTHERWISE.

2. THE SUBDIVISION WILL BE BOUND TO THE DECLARATION
OF RECIPROCAL EASEMENT AGREEMENT FOR THE
FINAL PLAT OF SUBDIVISION OF THE UNION, DOCUMENT
_____, RECORDED ON
_____.

HERETOFORE DEDICATED PUBLIC RIGHT-OF-WAY
S MYRTLE AVE



S VILLA AVE
HERETOFORE DEDICATED PUBLIC RIGHT-OF-WAY

PREPARED FOR:

CATALYST PARTNERS
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202
414-727-6840

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	05/04/2022	PER CITY COMMENTS			
2	01/30/2024	PER CITY COMMENTS			

FINAL PLAT OF SUBDIVISION

THE UNION, VILLA PARK, ILLINOIS

DRAFTING COMPLETED: 01-31-22
FIELD WORK COMPLETED: N/A
DRAWN BY: MLP
CHECKED BY: CWB
PROJECT MANAGER: CWB
SCALE: 1" = 30'

Project No: 211221
Group No: VP04.1
SHEET NO.
1 of 2



Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com

FINAL PLAT OF SUBDIVISION
OF
THE UNION

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE
11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 06-10-106-001
06-10-106-002
06-10-106-004

OWNER CERTIFICATE

STATE OF _____)
) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED ABOVE AND THAT NO OTHER PERSON HAS ANY RIGHT, TITLE, OR INTEREST IN SAID LAND, AND THAT SAID OWNERS HAS CAUSED THE SAME HEREBY SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND TO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS ____ DAY OF _____, A.D., 20 ____.

NAME _____

ADDRESS _____

NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE RESIDING IN
THE _____ COUNTY AND STATE _____ AFORESAID, DO HEREBY CERTIFY THAT
PERSONALLY KNOWN TO ME HEREBY AS SUCH OWNER(S)
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/THEY SIGNED AND
DELIVERED THE PLAT AS HIS/THIER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES
THEREIN SET FORTH.

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

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

SCHOOL DISTRICT BOUNDARY STATEMENT

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS OATH DEPOSES AND STATES THE FOLLOWING:

THAT HE/SHE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE VILLAGE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN; AND

TO THE BEST OF THE OWNERS KNOWLEDGE, THE SCHOOL DISTRICT(S) IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES ARE

88, 48, 502 (SCHOOL DISTRICT NAME)

(ADDRESS)

DATED THIS ____ DAY OF _____, A.D., 20 ____.

OWNER(S) _____

PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF VILLA PARK, ILLINOIS

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

CHAIRMAN _____

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AT A MEETING HELD THIS ____ DAY OF _____, A.D., 20 ____.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, VILLAGE TREASURER FOR THE VILLAGE OF VILLA PARK, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT, INCLUDED IN THIS PLAT

DATED AT VILLA PARK, DUPAGE COUNTY, ILLINOIS

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

VILLAGE TREASURER _____

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVISION HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS ____ DAY OF _____, 20 ____.

IL REGISTERED PROFESSIONAL ENGINEER _____ OWNER _____

STATE REGISTRATION NUMBER _____ BY: _____

REGISTRATION EXPIRATION DATE _____ BY: _____

ITS: _____

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF VILLA PARK, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENT DESCRIBED IN THE PLAT AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT VILLA PARK, DUPAGE COUNTY, ILLINOIS

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

VILLAGE ENGINEER _____

REGISTRATION NUMBER _____

PUBLIC UTILITY EASEMENT PROVISIONS

EASEMENTS ARE RESERVED FOR AND GRANTED TO THE VILLAGE OF VILLA PARK OVER ALL THE AREAS MARKED "P.U.E." OR "PUBLIC UTILITY EASEMENT" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE STORM SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK, THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS. NO PERMANENT BUILDINGS SHALL BE PLACED WITHIN SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

ACCESS EASEMENT PROVISIONS

PERPETUAL, NONEXCLUSIVE ACCESS EASEMENTS FOR INGRESS AND EGRESS AND PARKING ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF VILLA PARK ON, OVER, THROUGH, ALONG AND ACROSS ALL OF THE AREAS OF THE PLAT HEREON DESIGNATED AS "ACCESS EASEMENT HEREBY GRANTED".

THE GRANTOR HEREBY COVENANTS AND AGREES THAT NOTHING SHALL BE ERRECTED OR MAINTAINED OR ALLOWED TO BE ERRECTED OR MAINTAINED UPON SAID ACCESS EASEMENTS WHICH WOULD IN ANY WAY HINDER OR PREVENT THE FREE FLOW OF PEDESTRIAN TRAFFIC EXCEPT AS MAY BE PROVIDED BY DECLARATIONS, COVENANTS OR RESTRICTIONS PLACED OR TO BE PLACED ON THE SAID EASEMENT AREA.

PERMISSION AND DESIGNATION TO RECORD

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, CHARLES W. BARTOSZ, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE VILLAGE CLERK OF THE VILLAGE OF VILLA PARK TO RECORD THIS PLAT OF SUBDIVISION OF THE UNION WITH THE DUPAGE COUNTY RECORDER OF DEEDS AND REGISTRAR OF TITLE. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES

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

CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2024.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.



SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, CHARLES W. BARTOSZ, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3188, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 1 IN CALHOUN'S 2ND ADDITION TO VILLA PARK, IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923 AS DOCUMENT NUMBER 163013, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: 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, NOW THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID 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; AND 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 NORTH WESTERN TRANSPORTATION COMPANY (FOR4ERLY THE CHICAGO GREAT WESTERN RAILWAY COMPANY), AS SAID MAIN TRACK IS NOW LOCATED, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF MYRTLE AVENUE IN CALHOUN'S 2ND ADDITION TO VILLA PARK, IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923 AS DOCUMENT NUMBER 163013, IN DUPAGE COUNTY, ILLINOIS, BOUNDED AS FOLLOWS: ON THE NORTHEASTERLY SIDE BY THE SOUTHWEST LINES OF LOTS 9 AND 10 IN SAID CALHOUN'S 2ND ADDITION; ON THE SOUTHERLY 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, NOW THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY), ON THE WESTERLY SIDE BY THE SOUTHERLY EXTENSION OF THE (PARALLEL) EAST LINE OF MYRTLE AVENUE, AS PLATTED IMMEDIATELY SOUTH OF E. KENILWORTH STREET (NOW E. WILDWOOD AVENUE).

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF VILLA PARK, WHICH HAS ADOPTED A VILLAGE PLAN AND IT IS EXERCISING THE SPECIAL POWERS BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

I FURTHER CERTIFIED THAT NO PART OF THE PROPERTY COVERED BY THIS SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL MANAGEMENT AGENCY, AS SHOWN ON FIRM MAP NO. 17043C0088J, DATED AUGUST 1, 2019.

I FURTHER HEREBY CERTIFY THAT ALL SUBDIVISION MONUMENTS WILL BE SET AND I HAVE DESCRIBED THEM ON THIS FINAL PLAT AS REQUIRED BY THE PLAT ACT (765 ILCS 205/). THE EXTERIOR MONUMENTS HAVE BEEN SET AND THE INTERIOR MONUMENTS WILL BE SET WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT AS PROVIDED BY THE STATUE.

DATED THIS ____ DAY OF _____, A.D., 20 ____.

CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2024.
V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.
cbartosz@v3co.com



COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

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

COUNTY CLERK _____

PREPARED FOR:

CATALYST PARTNERS
833 E. MICHIGAN STREET, SUITE 1000
MILWAUKEE, WI 53202
414-727-6840

REVISIONS			
NO.	DATE	DESCRIPTION	
1	05/04/2022	PER CITY COMMENTS	
2	01/30/2024	PER CITY COMMENTS	

FINAL PLAT OF SUBDIVISION

THE UNION, VILLA PARK, ILLINOIS

DRAFTING COMPLETED: 01-31-22
FIELD WORK COMPLETED: N/A
DRAWN BY: MLP
CHECKED BY: CWB
PROJECT MANAGER: CWB
SCALE: 1" = N/A

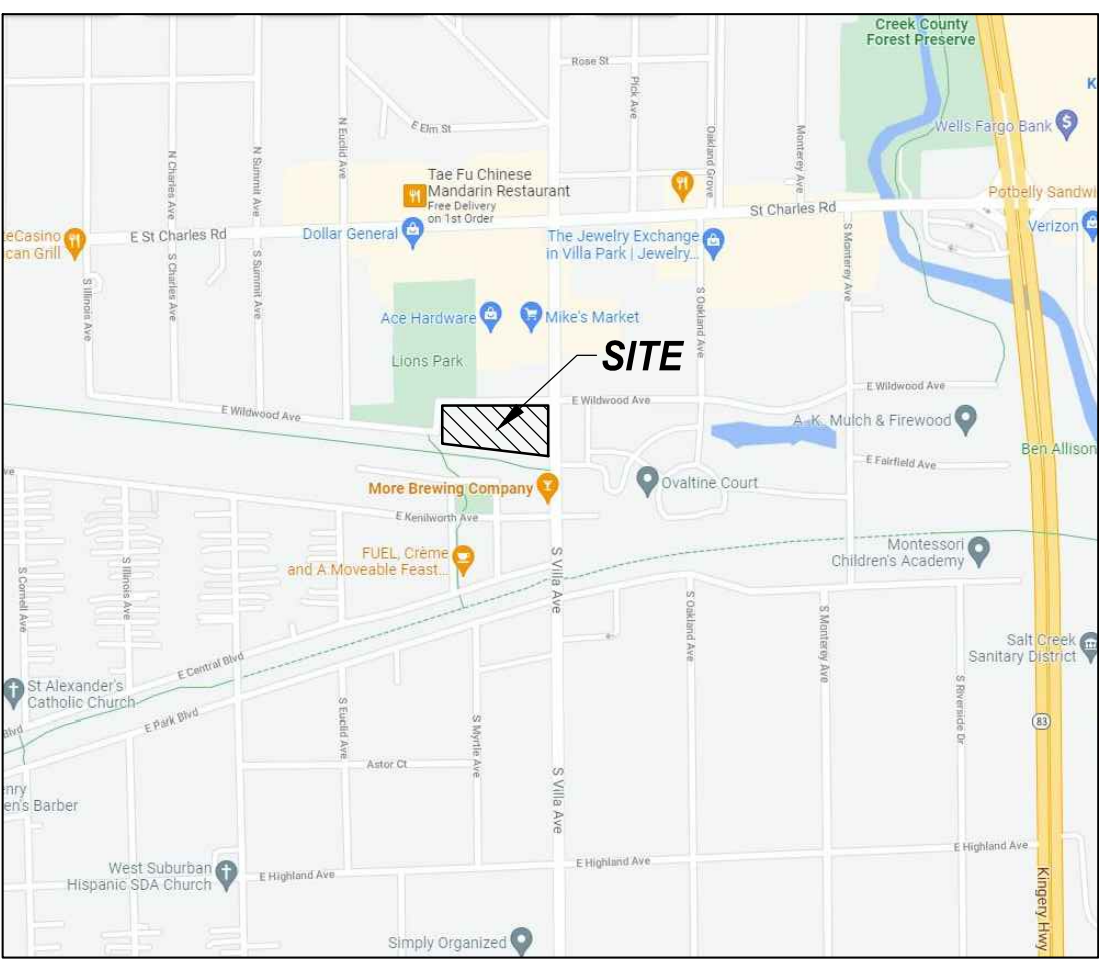
Project No: 211221
Group No: VP04.1

SHEET NO.
2 of 2

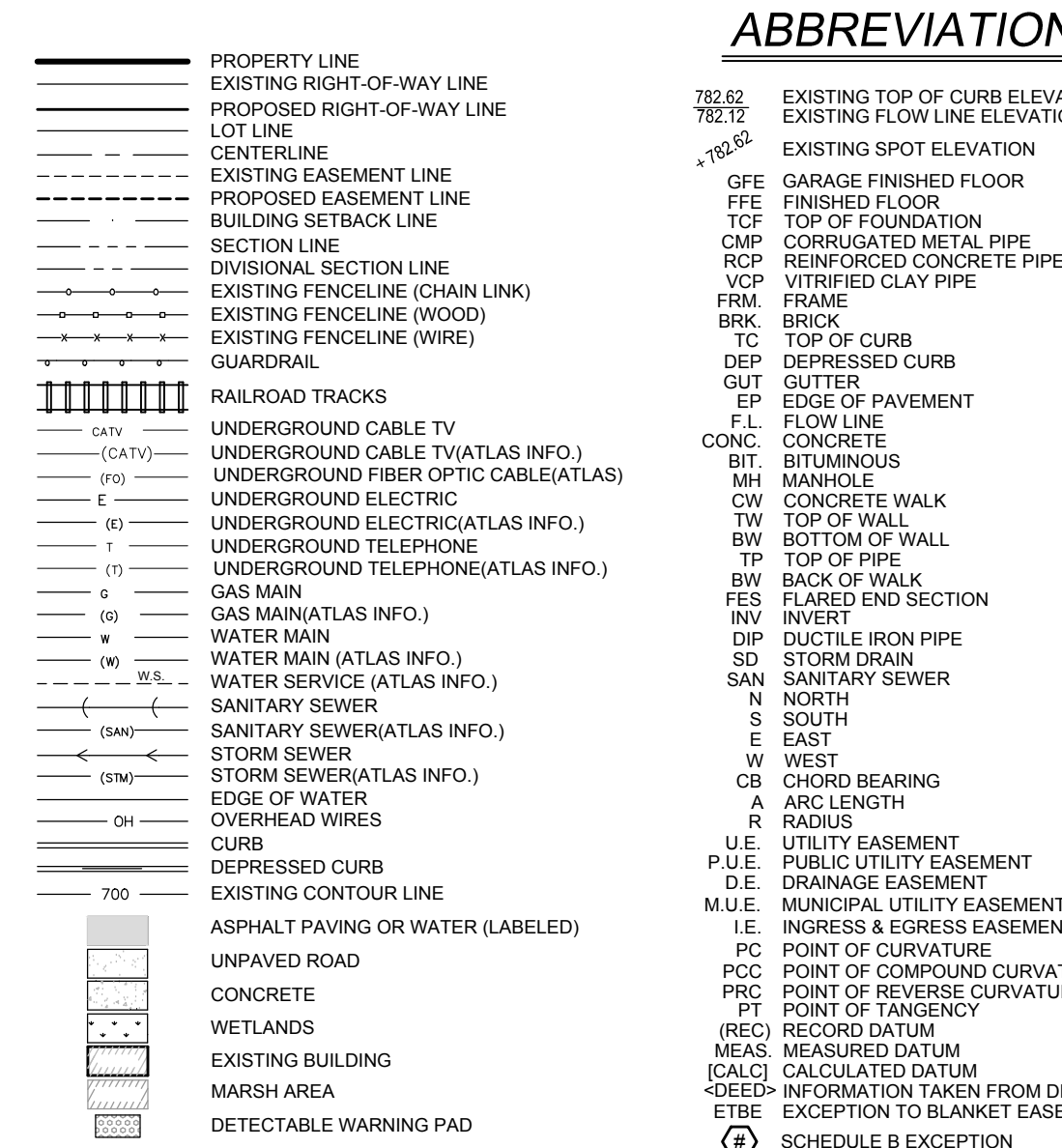


Engineers
Scientists
Surveyors

7325 Janes Avenue, Suite 100
Woodridge, IL 60517
630.724.9200 voice
630.724.0384 fax
v3co.com



VICINITY MAP
NOT TO SCALE



NOTES FROM SCHEDULE B PART II

ALL EXCEPTIONS ARE NOT PLOTTABLE OR NOT A SURVEY MATTER

GENERAL NOTES

- COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY POINTS AND MONUMENTS BEFORE ANY CONSTRUCTION, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO SURVEYOR.
- DO NOT SCALE DIMENSIONS FROM THIS PLAT.
- THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED UPON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL, WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.
- UNDERGROUND UTILITY LINES SHOWN HEREON ARE BASED ON FIELD LOCATED STRUCTURES IN COORDINATION WITH ATLAS INFORMATION PROVIDED BY UTILITY COMPANIES THROUGH J.U.L.I.E.'S DESIGN STAGE PROCESS. SEE "UTILITY ATLAS NOTES" HEREON FOR SPECIFICS.
- THIS SURVEY MAY NOT REFLECT ALL UTILITIES OR IMPROVEMENTS IF SUCH ITEMS ARE HIDDEN BY LANDSCAPING OR ARE COVERED BY SUCH ITEMS AS DUMPSTERS, TRAILERS, CARS, DIRT, PAVING OR SNOW. AT THE TIME OF THIS SURVEY, SNOW DID NOT COVER THE SITE. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
- OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE.
- CALL J.U.L.I.E. AT 1-800-892-0123 FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION. WIRELESS (IF ANY EXIST) ARE SHOWN HEREON, HOWEVER THEIR FUNCTION AND DIMENSIONS HAVE NOT BEEN SHOWN.
- RESTRICTIONS THAT MAY BE FOUND IN LOCAL BUILDING AND/OR ZONING CODES HAVE NOT BEEN SHOWN. HEIGHTS AND BUILDING RESTRICTIONS (IF ANY) HAVE NOT BEEN SHOWN. ONLY THOSE SETBACK RESTRICTIONS SHOWN ON THE RECORDED SUBDIVISION OR IN THE TITLE COMMITMENT HAVE BEEN SHOWN. THIS PROPERTY IS SUBJECT TO SETBACKS AS ESTABLISHED PURSUANT TO VILLAGE OF VILLA PARK ZONING ORDINANCES AS AMENDED. IN REFERENCE TO TABLE A ITEM 6, THERE MAY BE A NEED FOR AN INTERPRETATION OF A RESTRICTION. THE SURVEYOR CANNOT MAKE A CERTIFICATION ON THE BASIS OF AN INTERPRETATION.
- A CURRENT FIRST AMERICAN TITLE INSURANCE COMPANY FILE ORDER NO. 3121416, EFFECTIVE DATE DECEMBER 14, 2021, WAS PROVIDED FOR SURVEYORS USE AT THE TIME OF PREPARATION OF THIS SURVEY. SEE NOTES FROM SCHEDULE B TABLE HEREON.

AREA

83,463 SQ. FT.
1.9160 ACRES

FLOOD HAZARD NOTE

THIS PROPERTY IS DETERMINED TO BE IN AREA OF MINIMAL FLOOD HAZARD (ZONE X) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF DUPAGE COUNTY, ILLINOIS & INCORPORATED AREAS (COMMUNITY PANEL NO. 17043C0088.I) EFFECTIVE DATE 8/1/2019.

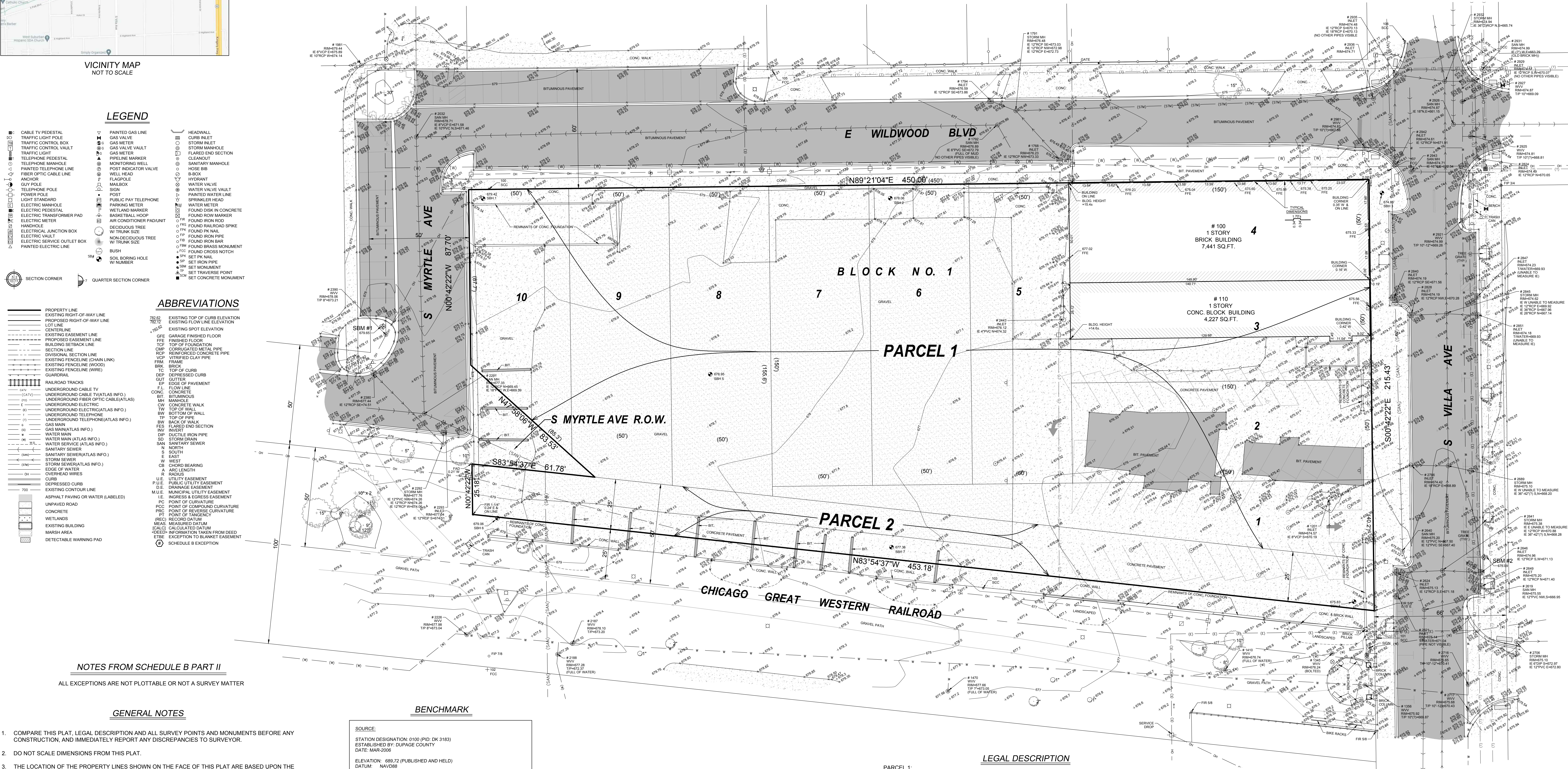
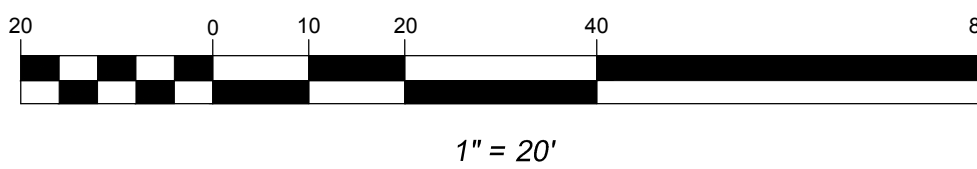
ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY
OF
VILLA PARK MF
100 - 110 S VILLA AVE, VILLA PARK, ILLINOIS

PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT LATITUDE 41° 53' 14.80711" N LONGITUDE 87° 58' 14.14847" W ELLIPSOIDAL HEIGHT: 573.955 SFT GROUND SCALE FACTOR 1.000412399 ALL MEASUREMENTS ARE ON THE GROUND.

GRAPHIC SCALE



LEGAL DESCRIPTION

PARCEL 1:
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 IN BLOCK 1 IN CALHOUN'S 2ND ADDITION TO VILLA PARK, IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 23, 1923 AS DOCUMENT NUMBER 160313, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:
THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AS FOLLOWS: 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 NORTH-WESTERN RAILROAD COMPANY (LATER THE CHICAGO GREAT WESTERN RAILWAY COMPANY, NOW THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY), AS SAID MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID 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, AND 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 NORTH WESTERN TRANSPORTATION COMPANY (FORMERLY THE CHICAGO GREAT WESTERN RAILWAY COMPANY), AS SAID MAIN TRACK IS NOW LOCATED, IN DUPAGE COUNTY, ILLINOIS.

LAND IS KNOWN AS: 100-110 SOUTH VILLA AVENUE VILLA PARK, IL 60161

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
TO: UNION VILLA PARK, LLC;
THE VILLAGE OF VILLA PARK, AN ILLINOIS MUNICIPAL CORPORATION;
FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 7(a), 8 AND 11(a) OF TABLE A THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY AND TOPOGRAPHIC SURVEYS.

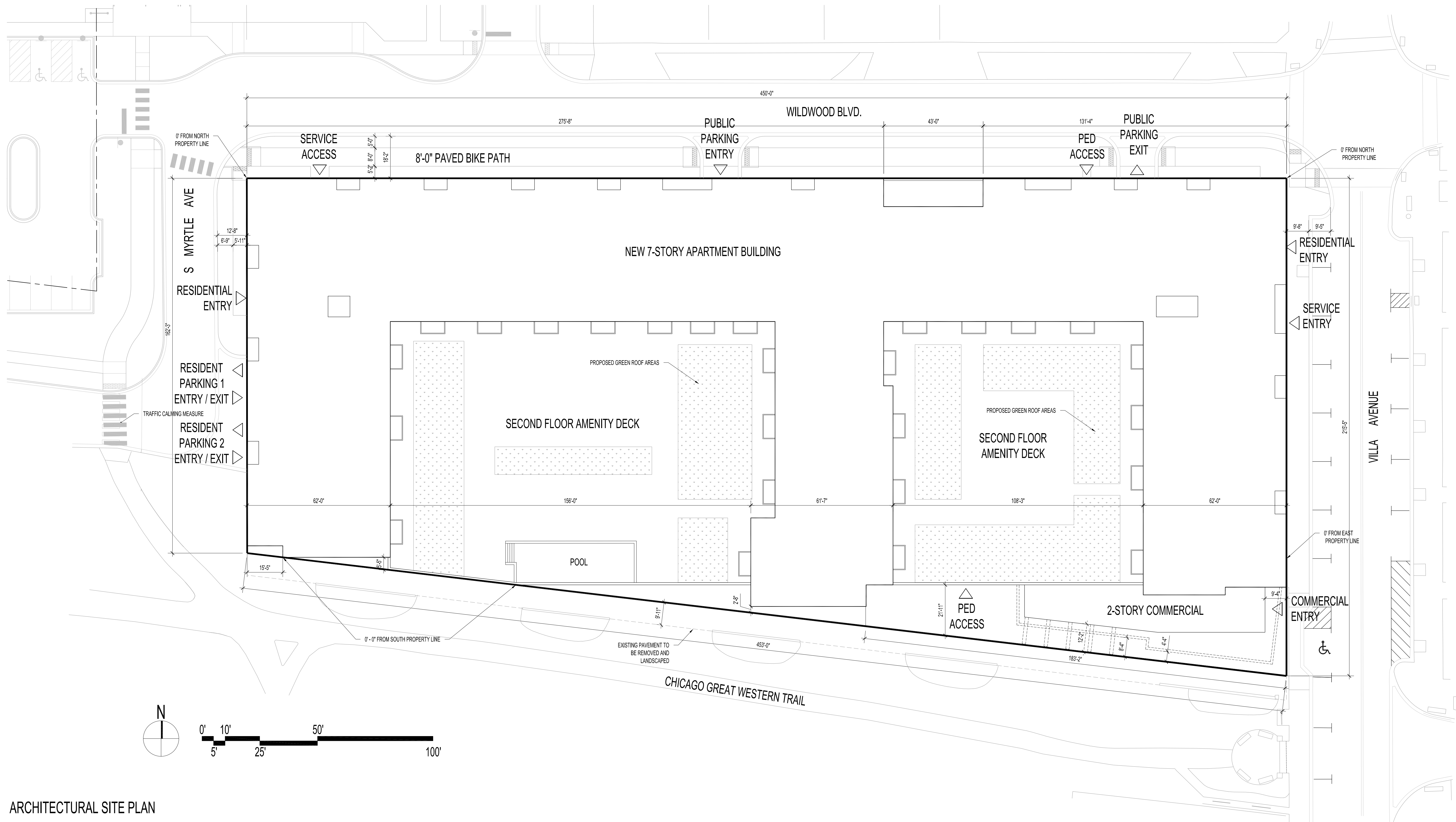
THE FIELD WORK WAS COMPLETED ON DECEMBER 17, 2021.

DATED THIS 6TH DAY OF JANUARY, A.D., 2022.

CHARLES W. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3188
MY LICENSE EXPIRES ON NOVEMBER 30, 2022.
V3 COMPANIES, LTD PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.
cbartosz@v3co.com

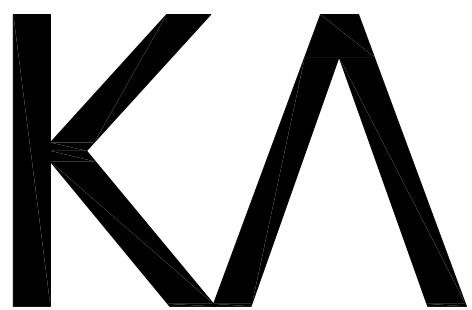


ALTA/NSPS LAND TITLE AND TOPOGRAPHIC SURVEY		Project No.	211221
VILLA PARK MF, 100 - 110 S VILLA AVE, VILLA PARK, IL		Group No.	VP01.1
DATE:	02/28/2024	DRAWN BY:	M.P.
REVISIONS:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	CHECKED BY:	CWB
NO.	1	FIELD WORK COMPLETED:	12-17-21
DATE:	02/28/2024	PROJECT MANAGER:	CWB
DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22
NO.	1	FIELD WORK COMPLETED:	12-17-21
DATE:	02/28/2024	PROJECT MANAGER:	CWB
DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22
NO.	1	FIELD WORK COMPLETED:	12-17-21
DATE:	02/28/2024	PROJECT MANAGER:	CWB
DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22
NO.	1	FIELD WORK COMPLETED:	12-17-21
DATE:	02/28/2024	PROJECT MANAGER:	CWB
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22
NO.	1	FIELD WORK COMPLETED:	12-17-21
DATE:	02/28/2024	PROJECT MANAGER:	CWB
DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
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DATE:	02/28/2024	PROJECT MANAGER:	CWB
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NO.	1	FIELD WORK COMPLETED:	12-17-21
DATE:	02/28/2024	PROJECT MANAGER:	CWB
DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22
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DESCRIPTION:	REMOVED PARCEL 2 (S MYRTLE AVE R.O.W. TRIANGLE) FROM SURVEY	DRAFTING COMPLETED:	01-08-22</

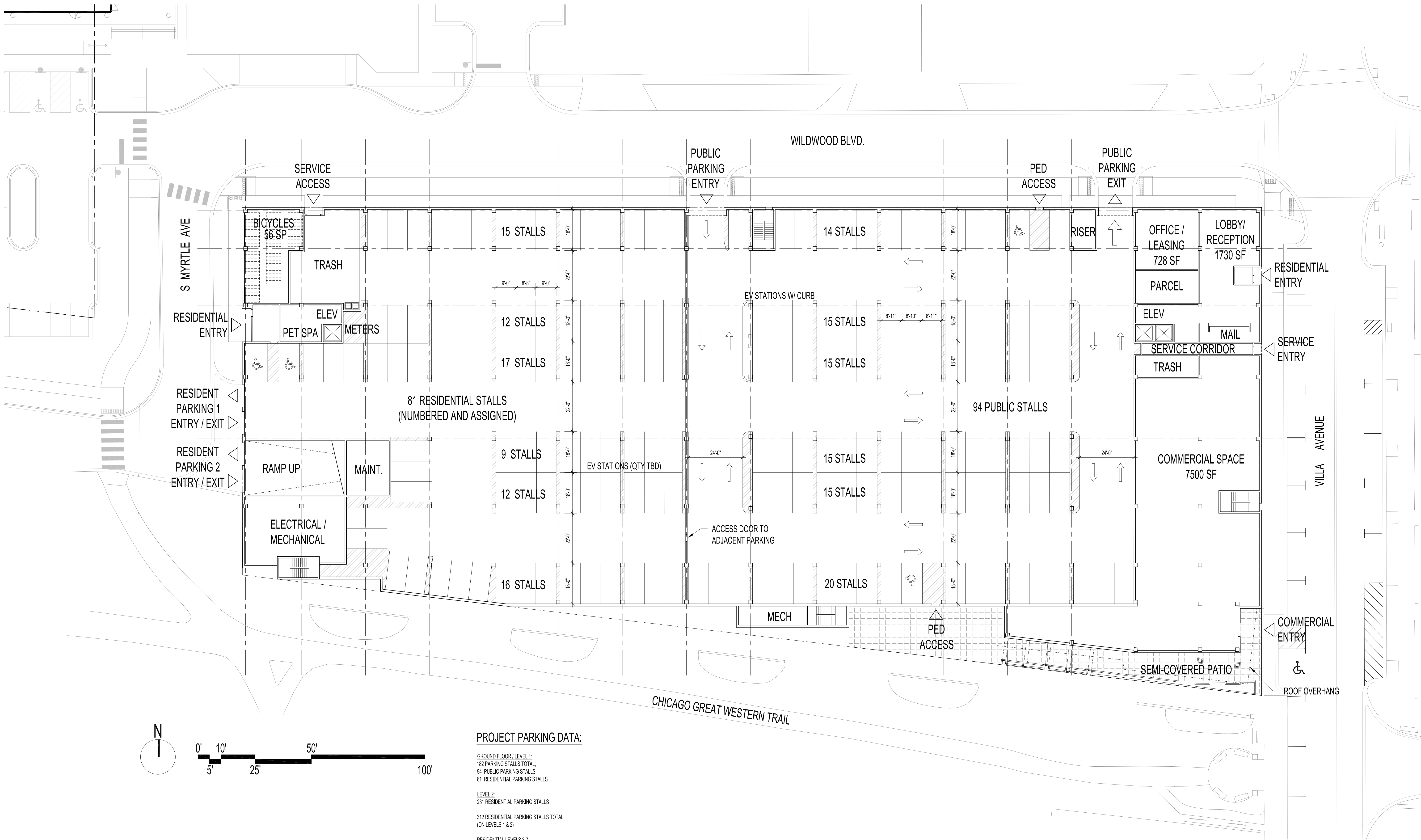


110 S. VILLA AVE. VILLA PARK, IL. 60181

1" = 20'-0"
22 MARCH 2024



KORB + ASSOCIATES ARCHITECTS

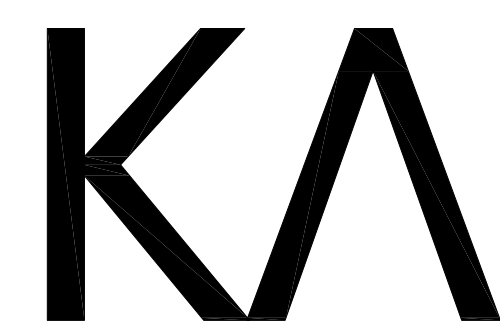


GROUND FLOOR PLAN

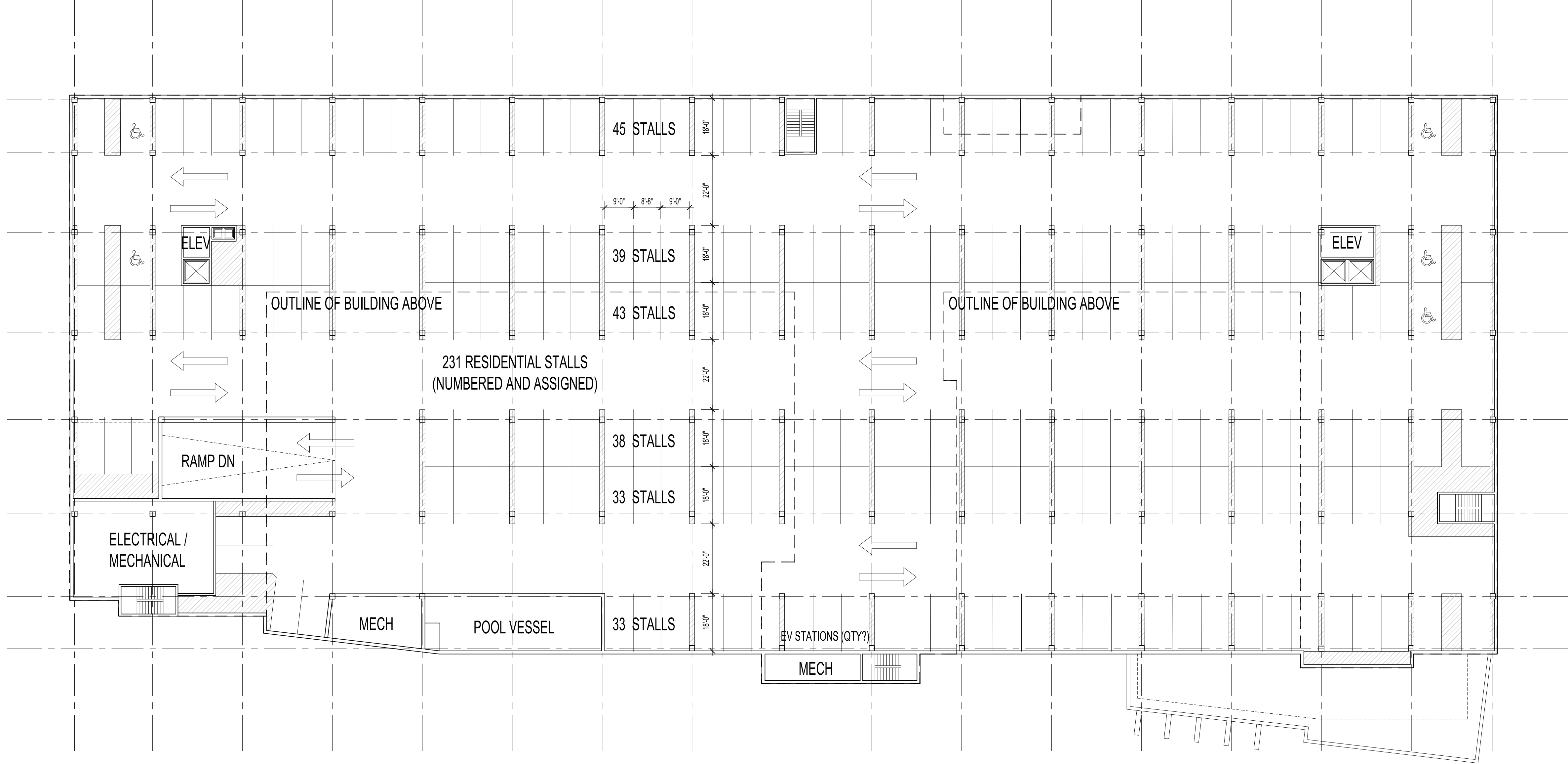
110 S. VILLA AVE. VILLA PARK, IL. 60181

1" = 20'-0"

22 MARCH 2024



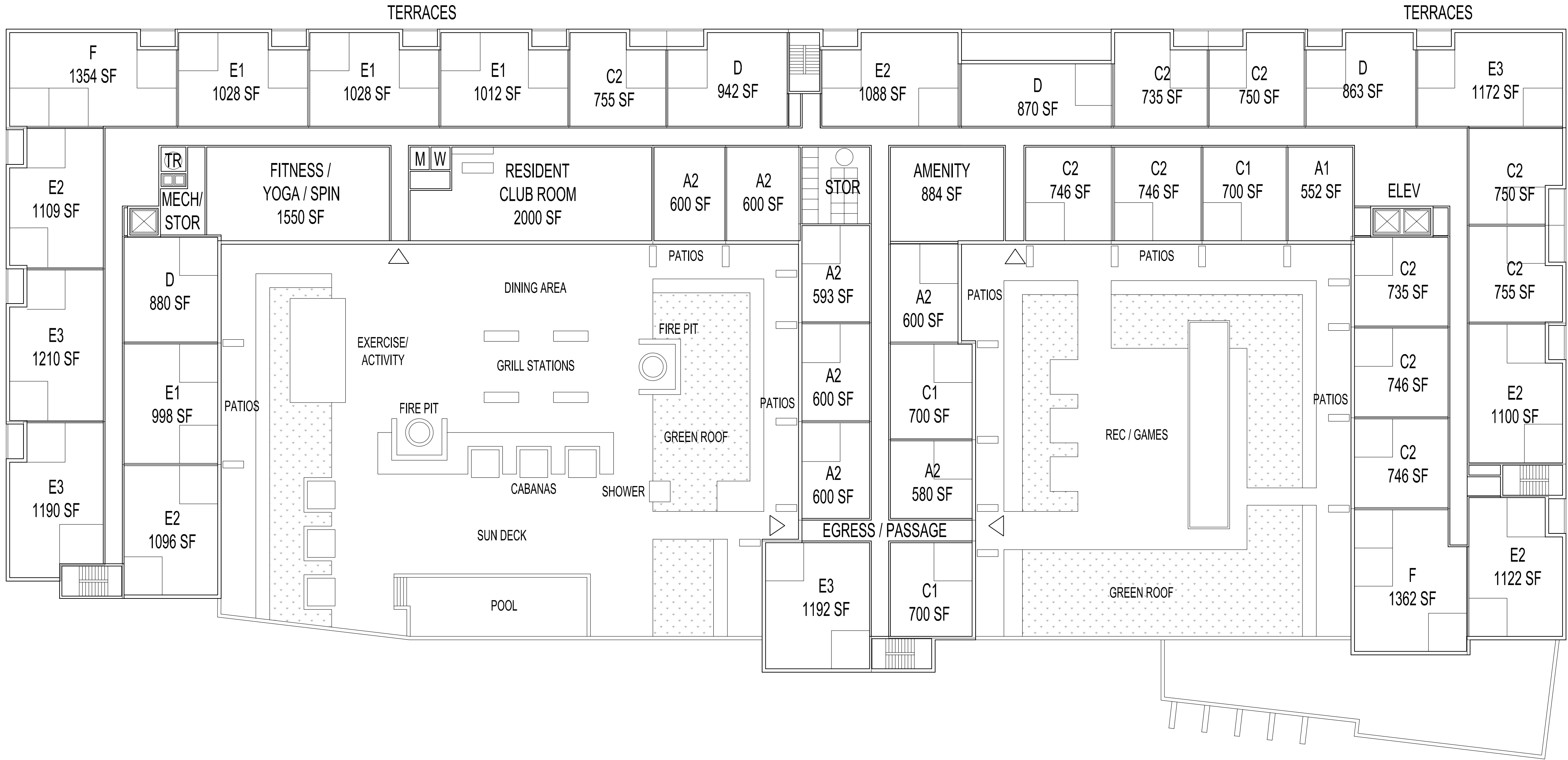
KORB + ASSOCIATES ARCHITECTS



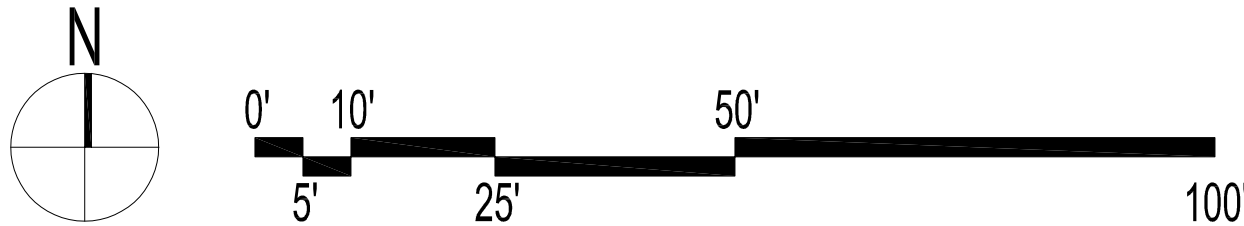
SECOND FLOOR PLAN

110 S. VILLA AVE. VILLA PARK, IL. 60181

1" = 20'-0"
22 MARCH 2024



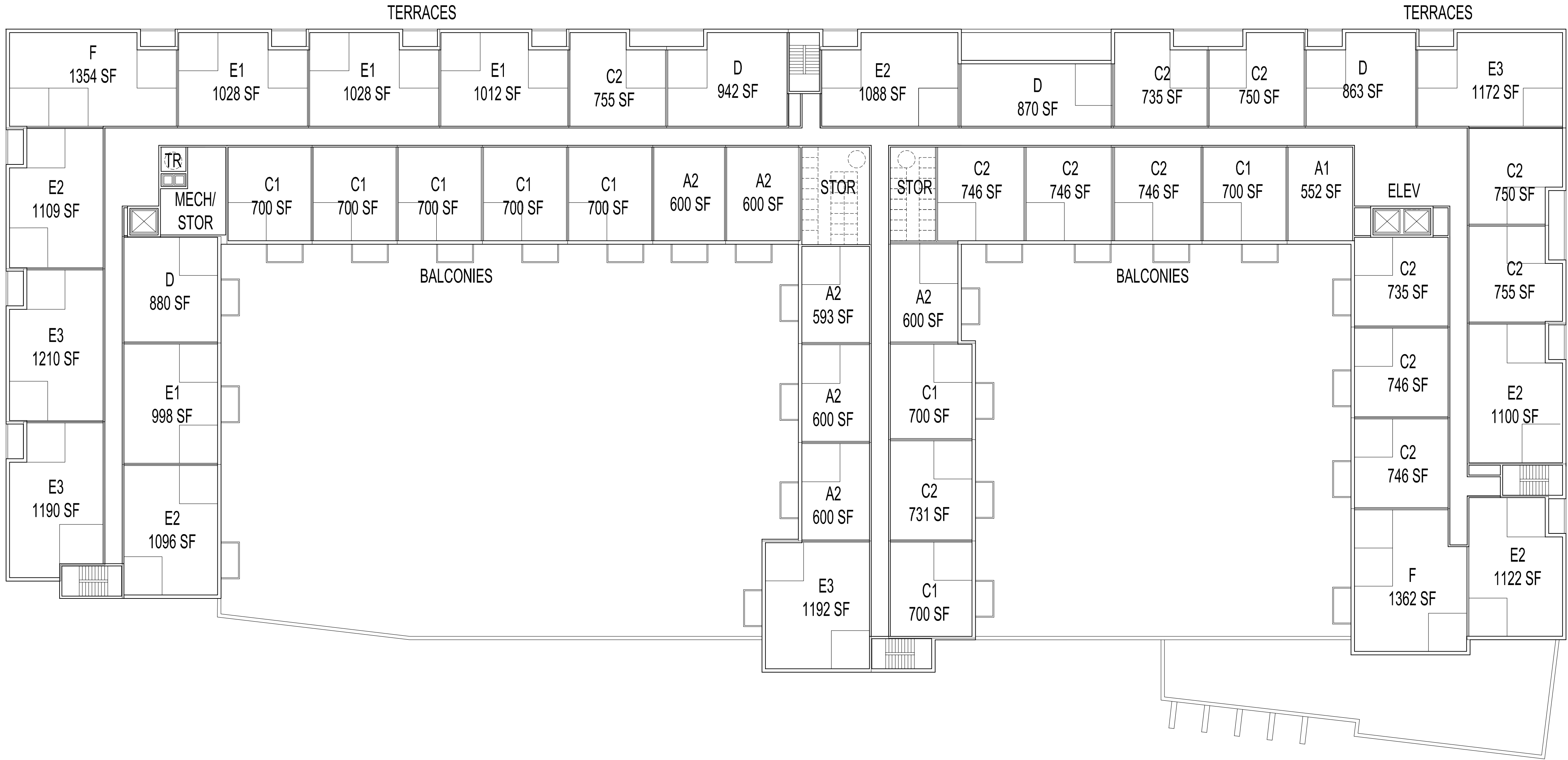
- LEVEL 3: 40 UNITS TOTAL
- | | |
|---------------|------------|
| (1) A1 STUDIO | (4) E1 2BR |
| (7) A2 JR-1 | (5) E2 2BR |
| (3) C1 1BR | (4) E3 2BR |
| (10) C2 1BR | (2) F 3BR |
| (4) D 1+ | |



THIRD FLOOR PLAN

110 S. VILLA AVE. VILLA PARK, IL. 60181

1" = 20'-0"
22 MARCH 2024



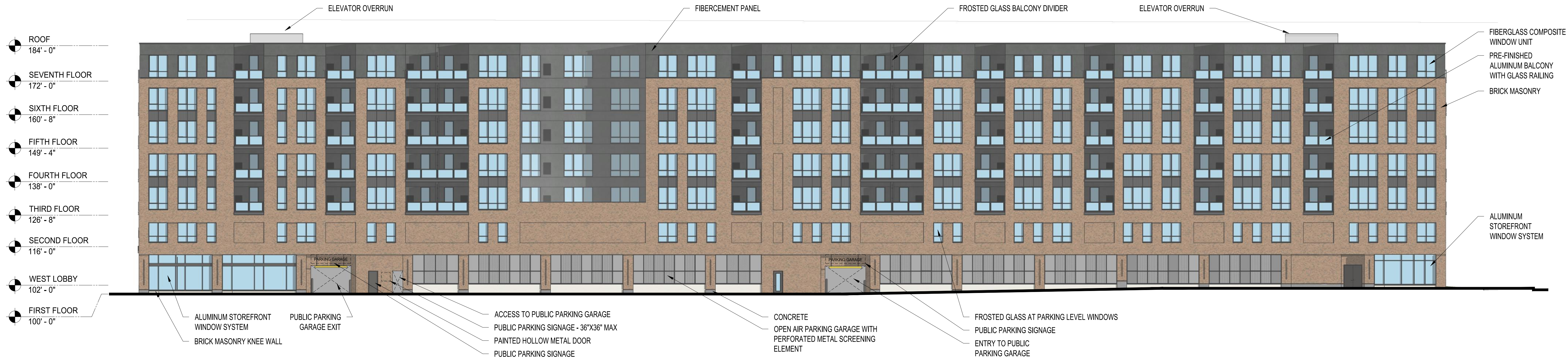
LEVELS 4-7: 46 UNITS PER FLOOR

- | | |
|---------------|------------|
| (1) A1 STUDIO | (4) E1 2BR |
| (6) A2 JR-1 | (5) E2 2BR |
| (8) C1 1BR | (4) E3 2BR |
| (12) C2 1BR | (2) F 3BR |
| (4) D 1+ | |

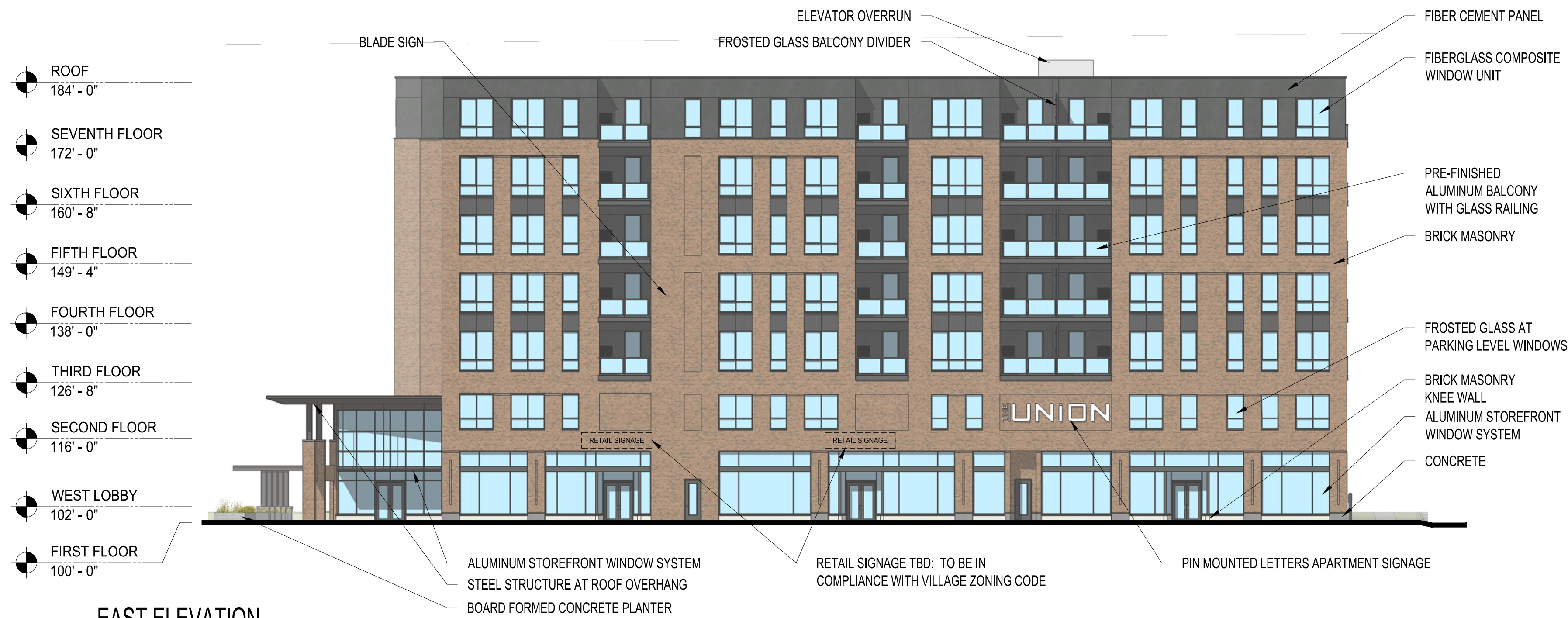
FOURTH - SEVENTH FLOOR PLAN

110 S. VILLA AVE. VILLA PARK, IL. 60181

1" = 20'-0"
22 MARCH 2024



NORTH ELEVATION



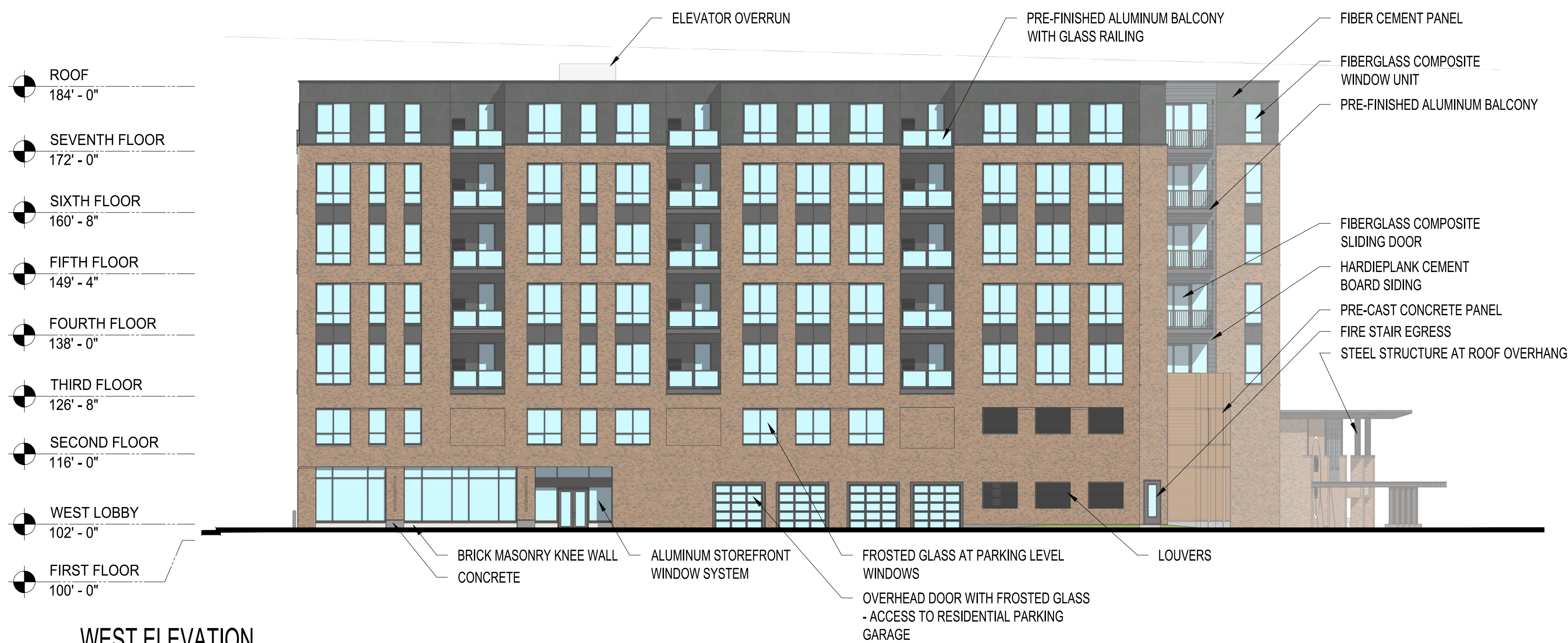
EAST ELEVATION

110 S. VILLA AVE. VILLA PARK, IL. 60181

1/16" = 1'-0"
22 MARCH 2024



SOUTH ELEVATION



WEST ELEVATION

110 S. VILLA AVE. VILLA PARK, IL. 60181

1/16" = 1'-0"
22 MARCH 2024



CAFE RENDERING



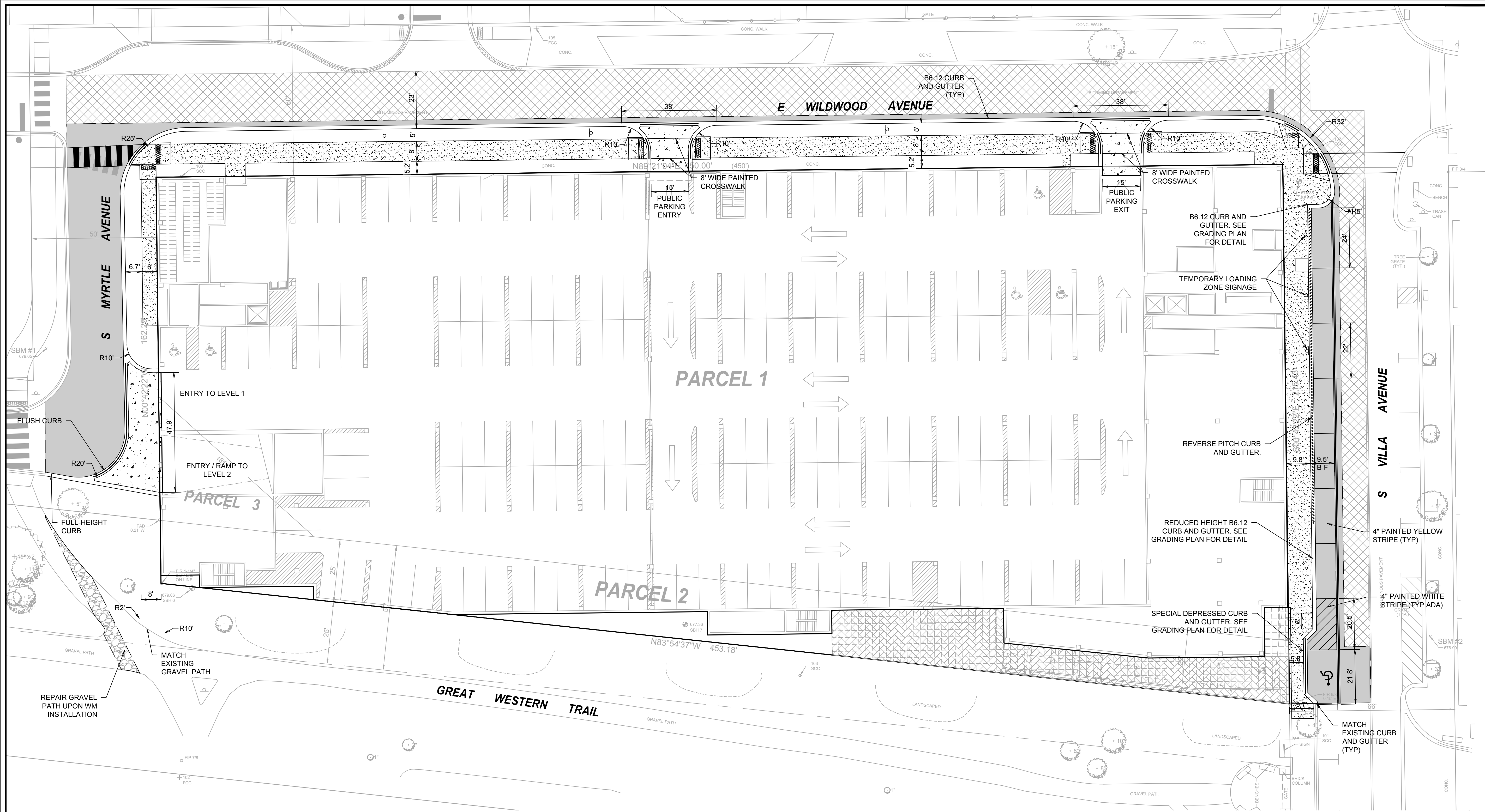
CORNER RENDERING



AERIAL RENDERING

110 S. VILLA AVE. VILLA PARK, IL. 60181

22 MARCH 2024



CURB LEGEND

	B6.12 REGULAR PITCH CURB AND GUTTER
	B6.12 REVERSE PITCH CURB AND GUTTER
	B6.12 DEPRESSED CURB AND GUTTER

NOTES:

- ALL DIMENSIONS SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL PROPOSED ON-SITE STRIPING SHALL BE PAINTED YELLOW UNLESS OTHERWISE NOTED.
- BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.

PAVING LEGEND

HEAVY DUTY HMA PAVEMENT

	2" HMA SURFACE COURSE, MIX C, N50 4" HMA BINDER COURSE, IL-19, N50 8" AGGREGATE BASE COURSE - CA6
--	---

RESURFACE HMA PAVEMENT

	2" HMA SURFACE COURSE, MIX C, N50
--	-----------------------------------

CONCRETE PAVEMENT

	8" P.C. CONCRETE PAVEMENT WITH (6X6/W2.9=W2.9) W.W.F. 4" AGGREGATE BASE COURSE - CA6
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CONCRETE SIDEWALK

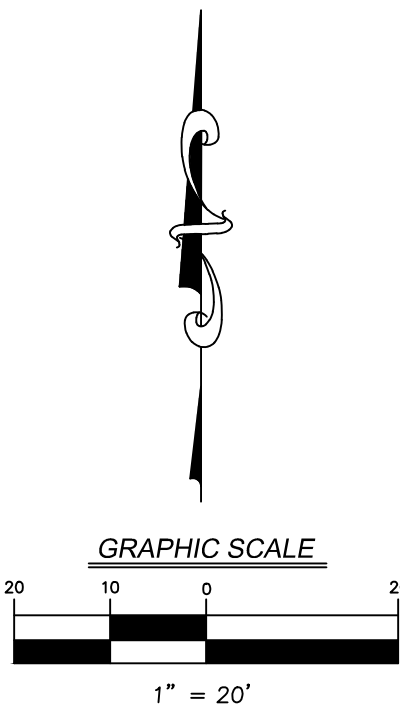
	5" P.C. CONCRETE PAVEMENT 4" AGGREGATE BASE COURSE - CA6
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GRAVEL PATH

	MATCH EXISTING
--	----------------

PAVERS

	SEE LANDSCAPE DRAWINGS FOR DETAILS
--	------------------------------------



REVISIONS		ORIGINAL ISSUE DATE: 02-04-2022	
		NO.	DATE
DESCRIPTION		1	02/02/24
		2	02/26/24
PROJECT NO.: 211221		PROJECT MANAGER: RMW	
DESIGNED BY: RA		DRAWN BY: DB	
LAYOUT AND PAVING PLAN		THE UNION	
VILLA PARK		110 SOUTH VILLA AVENUE	
ILLINOIS		7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone www.v3co.com	
DRAWING NO.		C3.0	



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: February 10, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving the Lease of Certain Vehicles in accordance with the Master Lease Equity Agreement with Enterprise FM Trust

RECOMMENDED ACTION:

This resolution authorizes the Village Manager to execute vehicle lease agreements with Enterprise Fleet Management in accordance the Master Equity Lease Agreement that was approved in July of 2023. As part of the Village plan for vehicle replacements in 2025, the staff is proposing leasing two (2) Ford Escapes, three (3) Ford Police Interceptor Utility, and one (1) F-150 Police Responder this fiscal year. These vehicles will replace three front-line Police squads, one Police administration vehicle, one Public Works fleet vehicle, and one Engineering vehicle. These six vehicles will increase the monthly lease payment to Enterprise by \$5,219.85. Once these vehicles are received, the Village will look to auction off six corresponding vehicles. Staff recommends approval so that the Village can receive these vehicles this year and be placed into our fleet.

BACKGROUND:

The Village entered into a Master Equity Lease Agreement with Enterprise Fleet Management on July 25, 2023, for the leasing and consignment auction of the Village Fleet. This agreement allows the village to replace its aged fleet systematically. In 2024 the Village replaced thirteen (13) passenger vehicles in its fleet and is proposing six (6) more this year. This will help the Village maintain an adequate supply of quality vehicles in its fleet.

DISCUSSION:

Fleet Staff has worked with the Village Manager's Office, the Police Department, and the Public Works Department to determine the needs of the department for the vehicle replacement requests and the options available from Enterprise Fleet Management to come up with the proposed vehicles. With vehicle availability returning to reasonable levels, staff returned to Ford to minimize the number of types of vehicles in the Village's Fleet as it helps reduce the amount of inventory and vendors. In addition, the Village faced mechanical issues with our Dodge Durangos, plus the Village was notified that the Durangos are no longer available for future purchase.

The proposed vehicle includes three front-line police squads to keep it on its annual rotation of squad

cars. There is one vehicle we propose to lease to maintain the replacement schedule for police administration vehicles. The two remaining Ford Escapes are replacing the two most depreciated vehicles in Public Works.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
APPROVING THE LEASE OF CERTAIN VEHICLES IN ACCORDANCE WITH THE
MASTER LEASE EQUITY AGREEMENT WITH ENTERPRISE FM TRUST**

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

WHEREAS, pursuant to Resolution No. 23-47, the Village approved a Master Lease Equity Agreement with Enterprise FM Trust (“Enterprise Master Agreement”) for fleet management services for the Village, under Sourcewell Cooperative contract #030122-EFM; and

WHEREAS, pursuant to Section 11-61-3 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, the Village is authorized to lease vehicles for public purposes pursuant to contracts that provide for the consideration for such lease to be paid in installments during a period not exceeding twenty (20) years and subject to a maximum interest limitation; and

WHEREAS, Enterprise FM Trust has provided the Village with quotes for lease of the following vehicles (hereinafter referred to as (“Vehicles”) from Enterprise FM Trust under the Enterprise Master Agreement:

Two (2) - 2025 Ford Escape – Quote No. 8563600

Two (2) – 2025 Ford Police Interceptor Utility – Quote No. 8563764

One (1) – 2025 Ford Police Interceptor Utility – Quote No. 8584913

One (1) – 2025 Ford F-150 Police Responder – Quote No. 8614828

WHEREAS, the President and Board of Trustees of the Village have determined that the lease of the Vehicles is necessary for the performance of essential government functions and it is in the best interests of the citizens of the Village to lease the Vehicles.

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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That Enterprise Fleet Management Quote Nos. 8563600, 8563764, 8584913 and 8614828 for the lease of the Vehicles from Enterprise FM Trust (“Quotes”), attached hereto as Exhibit “A”, are hereby approved and the Village Manager is hereby authorized to execute the

Quotes and related lease agreements for the Vehicles, as well as any and all other documents as may be necessary to effectuate the lease of the Vehicles.

Section 3: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated by this Resolution and the agreements approved herein.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

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

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2025

Village President

Attest: _____
Village Clerk

EXHIBIT A
Enterprise Fleet Management Quotes for the Vehicles

2025 Ford Escape – Quote No. 8563600

2025 Ford Police Interceptor Utility – Quote No. 8563764

2025 Ford Police Interceptor Utility – Quote No. 8584913

2025 Ford F-150 Police Responder – Quote No. 8614828

Prepared For: Village of Villa Park, Illinois				Date 01/27/2025	
Frieri, Matt				AE/AM RSJ/MK7	
Unit #					
Year	2025	Make	Ford	Model	Escape
Series Active 4dr All-Wheel Drive					
Vehicle Order Type	Ordered	Term	60	State	IL Customer# 426638
\$ 29,507.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name TBD Exterior Color Oxford White Interior Color Ebony w/Unique Cloth Front Bucket Seats Lic. Plate Type Municipal GVWR 0	
\$ 0.00	*	License and Certain Other Charges <u>0.00000%</u> State <u>IL</u>			
\$ 251.00	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 360.00	*	Other: (See Page 2)			
\$ 0.00	*	Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$ 0.00		Taxes			
\$ 29,507.00		Total Capitalized Amount (Delivered Price)			
\$ 398.34		Depreciation Reserve @ <u>1.3500%</u>			
\$ 147.97		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 546.31		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>					
\$ 0.00		Additional Services SubTotal		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Tax <u>0.0000%</u>		State <u>IL</u>	
\$ 546.31		Total Monthly Rental Including Additional Services			
\$ 5,606.60		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 10,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Village of Villa Park, Illinois	TITLE	DATE
BY		

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.
² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Key Fobs - Estimation - subject to change	C	\$ 400.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 400.00
Aftermarket Equipment Total		\$ 400.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Courtesy Delivery Fee	B	\$ 300.00
Total Other Charges Billed		\$ 360.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 360.00

VEHICLE INFORMATION:

2025 Ford Escape Active 4dr All-Wheel Drive - US

Series ID: U9G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$28,368	\$29,550.00
Total Options	\$244.00	\$260.00
Destination Charge	\$1,495.00	\$1,495.00
Total Price	\$30,107.00	\$31,305.00

SELECTED COLOR:

Exterior:	YZ-Oxford White
Interior:	CB-Ebony w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
200A	Equipment Group 200A	NC	NC
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
50C	Front & Rear Floor Liners w/o Carpet Mats	\$150.00	\$160.00
50Q	Cargo Mat	\$94.00	\$100.00
99N	Engine: 1.5L EcoBoost	Included	Included
C	Unique Cloth Front Bucket Seats	Included	Included
CB_01	Ebony w/Unique Cloth Front Bucket Seats	NC	NC
FPASS	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
SYNC	SYNC 4	Included	Included
YZ_01	Oxford White	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Spoiler: rear lip spoiler
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with metal-look rub strip
Front Bumper Insert: black front bumper insert
Body Material: fully galvanized steel body material
Body Side Cladding: black bodyside cladding
Grille: black w/chrome accents grille
Exhaust Tip: chrome tip exhaust

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Intelligent Access proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 1 seatback storage pockets
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Auto-Dimming Headlights: Auto High Beam auto high-beam headlights

Front Wipers: variable intermittent speed-sensitive wipers wipers
 Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Ignition Switch: ignition switch light
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: front pedestrian detection
 Forward Collision Alert: forward collision
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
 Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Front Bucket Seats: front bucket seats

Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Height Adjustment: manual height-adjustable driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear manual reclining 60-40 split-bench seat

Rear Seat Fore/Aft: manual rear seat fore/aft adjustment

Rear Folding Position: rear seat fold-forward seatback

Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: piano black/metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: metal-look shift knob

Floor Mats: rubber front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Mats: vinyl/rubber cargo mat

Cargo Light: cargo light

Concealed Cargo Storage: concealed cargo storage

Air Compressor: tire mobility kit

Standard Engine:

Engine 180-hp, 1.5-liter I-3 (premium)

Standard Transmission:

Transmission 8-speed automatic w/ OD

Prepared For: Village of Villa Park, Illinois				Date 01/27/2025	
Frieri, Matt				AE/AM RSJ/MK7	
Unit #					
Year	2025	Make	Ford	Model	Police Interceptor Utility
Series	Base All-Wheel Drive				
Vehicle Order Type	Ordered	Term	60	State	IL Customer# 426638
\$ 51,439.00		Capitalized Price of Vehicle ¹			
\$ 0.00		*	License and Certain Other Charges 0.0000% State IL		
\$ 251.00		*	Initial License Fee		
\$ 0.00		Registration Fee			
\$ 360.00		*	Other: (See Page 2)		
\$ 0.00		*	Capitalized Price Reduction		
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00		*	Security Deposit		
\$ 0.00		Taxes			
\$ 51,439.00		Total Capitalized Amount (Delivered Price)			
\$ 857.28		Depreciation Reserve @ 1.6666%			
\$ 224.67		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,081.95		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit \$0.00					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	0 / 0
\$ 0.00		Full Maintenance Program ³ Contract Miles 0		OverMileage Charge	\$ 0.00 Per Mile
Incl: # Brake Sets (1 set = 1 Axle) 0				# Tires 0	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax	0.0000%	State IL	
\$ 1,081.95		Total Monthly Rental Including Additional Services			
\$ 2.20		Reduced Book Value at 60 Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Agate Black
Interior Color	Charcoal Black w/Unique HD Cloth Front Bucket
Lic. Plate Type	Unknown
GVWR	0

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Agate Black
Interior Color	Charcoal Black w/Unique HD Cloth Front Bucket
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 20,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Village of Villa Park, Illinois		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Courtesy Delivery Fee	B	\$ 300.00
Total Other Charges Billed		\$ 360.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 360.00

VEHICLE INFORMATION:

2025 Ford Police Interceptor Utility Base All-Wheel Drive - US

Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,029	\$49,515.00
Total Options	\$1,815.00	\$1,930.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$51,439.00	\$53,040.00

SELECTED COLOR:

Exterior: UM-Agate Black
Interior: 9W-Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
18D	Global Lock/Unlock Feature	NC	NC
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	\$329.00	\$350.00
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$376.00	\$400.00
59E	Keyed Alike - 1435x	\$47.00	\$50.00
60R	Noise Suppression Bonds (Ground Straps)	\$94.00	\$100.00
68G	Rear-Door Controls Inoperable	\$76.00	\$80.00
87M	8" Rear Camera Image	NC	NC
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included	Included
425	50-State Emissions System	STD	STD
99C	Engine: 3.0L V6 EcoBoost	\$893.00	\$950.00
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	NC	NC
NONAX	3.31 Axle Ratio	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included	Included
SYNC	SYNC Phoenix Communication & Entertainment System	Included	Included
UM_01	Agate Black	NC	NC

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Tow Hooks: 1 front tow hooks
Body Material: galvanized steel/aluminum body material
: class III trailer with harness, hitch
Body Side Cladding: body-coloured bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: emergency communication system
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: Fleet Telematics Modem internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors

Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Security System: security system
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and power reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear 35-30-35 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 400-hp, 3.0-liter V-6 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD

Prepared For: Village of Villa Park, Illinois				Date 01/29/2025	
Frieri, Matt				AE/AM RSJ/MK7	
Unit #					
Year	2025	Make	Ford	Model	F-150 Police Responder
Series	XL 4x4 5.5 ft. box 145 in. WB				
Vehicle Order Type	Ordered	Term	60	State	IL Customer# 426638
\$ 50,910.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Police Exterior Color Agate Black Metallic Interior Color Black w/HD Police-Grade Cloth 40/Blank/40 Fro Lic. Plate Type Unknown GVWR 0	
\$ 0.00	*	License and Certain Other Charges <u>0.00000%</u> State <u>IL</u>			
\$ 251.00	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 210.00	*	Other: (See Page 2)			
\$ 0.00	*	Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$ 0.00		Taxes			
\$ 50,910.00		Total Capitalized Amount (Delivered Price)			
\$ 848.47		Depreciation Reserve @ <u>1.6666%</u>			
\$ 222.39		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,070.86		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>					
\$ 0.00		Additional Services SubTotal		# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Tax <u>0.0000%</u>		State <u>IL</u>	
\$ 1,070.86		Total Monthly Rental Including Additional Services			
\$ 1.80		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Police
Exterior Color	Agate Black Metallic
Interior Color	Black w/HD Police-Grade Cloth 40/Blank/40 Fro
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 20,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Village of Villa Park, Illinois		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Courtesy Delivery Fee	B	\$ 150.00
Total Other Charges Billed		\$ 210.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 210.00

VEHICLE INFORMATION:

2025 Ford F-150 Police Responder XL 4x4 5.5 ft. box 145 in. WB - US

Series ID: W1P

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,555	\$51,890.00
Total Options	\$1,360.00	\$1,495.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$52,910.00	\$55,380.00

SELECTED COLOR:

Exterior: UM-Agate Black Metallic
Interior: PB-Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
145WB	145" Wheelbase	STD	STD
150A	Equipment Group 150A	NC	NC
153	Front License Plate Bracket	NC	NC
18B	Black Platform Running Boards	\$232.00	\$255.00
425	50 State Emissions System	STD	STD
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
54R	Power Glass Heated Sideview Mirrors	\$368.00	\$405.00
59E	Driver Only LED Bulb Spot Lamp (Unity)	\$368.00	\$405.00
62E	Keyed Alike - 1435x	\$46.00	\$50.00
67T	Integrated Trailer Brake Controller	\$255.00	\$280.00
924	Rear Window Fixed Privacy Glass w/Defroster	\$91.00	\$100.00
998	Engine: 3.5L V6 EcoBoost	Included	Included
P	HD Police-Grade Cloth 40/Blank/40 Front-Seats	Included	Included
PAINT	Monotone Paint Application	STD	STD
PB_02	Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats	NC	NC
STDGV	GVWR: 7,075 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: LT265/70R18 BSW A/T	Included	Included
STDWL	Wheels: 18" Steel	Included	Included
SYNC	SYNC 4	Included	Included
UM_03	Agate Black Metallic	NC	NC
XL3	Electronic Locking w/3.31 Axle Ratio	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Running Boards: running boards
Skid Plates: skid plates
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Box Style: regular
Body Material: aluminum body material
: class IV trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console with storage
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Interior Concealed Storage: interior concealed storage
IP Storage: bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off reflector LED low/high beam headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer

Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Security System: security system
Tracker System: tracker system
Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket 40-40 seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt

Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: cloth front seat upholstery
Rear Seat Material: vinyl rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 400-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: Village of Villa Park, Illinois				Date 01/27/2025	
Frieri, Matt				AE/AM RSJ/MK7	
Unit #					
Year	2025	Make	Ford	Model	Police Interceptor Utility
Series	Base All-Wheel Drive				
Vehicle Order Type	Ordered	Term	60	State	IL Customer# 426638
\$ 48,429.00		Capitalized Price of Vehicle ¹		All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote. Order Information Driver Name Chief Exterior Color Dark Blue Interior Color Charcoal Black w/Unique HD Cloth Front Bucket Lic. Plate Type Unknown GVWR 0	
\$0.00	*	License and Certain Other Charges <u>0.00000%</u> State <u>IL</u>			
\$ 251.00	*	Initial License Fee			
\$ 0.00		Registration Fee			
\$ 210.00	*	Other: (See Page 2)			
\$ 0.00	*	Capitalized Price Reduction			
\$ 0.00		Gain Applied From Prior Unit			
\$ 0.00	*	Security Deposit			
\$0.00		Taxes			
\$ 48,429.00		Total Capitalized Amount (Delivered Price)			
\$ 807.12		Depreciation Reserve @ <u>1.6666%</u>			
\$ 211.67		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²			
\$ 1,018.79		Total Monthly Rental Excluding Additional Services			
Additional Fleet Management					
Master Policy Enrollment Fees					
\$ 0.00		Commercial Automobile Liability Enrollment			
Liability Limit <u>\$0.00</u>					
\$ 0.00		Physical Damage Management		Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00		Full Maintenance Program ³ Contract Miles <u>0</u>		OverMileage Charge	<u>\$ 0.00</u> Per Mile
Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>				# Tires <u>0</u>	Loaner Vehicle Not Included
\$ 0.00		Additional Services SubTotal			
\$ 0.00		Tax <u>0.0000%</u>		State <u>IL</u>	
\$ 1,018.79		Total Monthly Rental Including Additional Services			
\$ 1.80		Reduced Book Value at <u>60</u> Months			
\$ 400.00		Service Charge Due at Lease Termination			

Quote based on estimated annual mileage of 20,000
 (Current market and vehicle conditions may also affect value of vehicle)
 (Quote is Subject to Customer's Credit Approval)
 Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
 Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Village of Villa Park, Illinois		
BY	TITLE	DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	\$ 60.00
Courtesy Delivery Fee	B	\$ 150.00
Total Other Charges Billed		\$ 210.00
Total Other Charges Capitalized		\$ 0.00
Other Charges Total		\$ 210.00

VEHICLE INFORMATION:

2025 Ford Police Interceptor Utility Base All-Wheel Drive - US
Series ID: K8A

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,029	\$49,515.00
Total Options	\$-1,195.00	\$-1,270.00
Destination Charge	\$1,595.00	\$1,595.00
Total Price	\$48,429.00	\$49,840.00

SELECTED COLOR:

Exterior: LK-Dark Blue
Interior: FW-Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
119WB	119" Wheelbase	STD	STD
16C	1st & 2nd Row Carpet Floor Covering	Included	Included
18D	Global Lock/Unlock Feature	NC	NC
18X	100 Watt Siren/Speaker w/Bracket & Pigtail	\$329.00	\$350.00
425	50-State Emissions System	STD	STD
44U	Transmission: 10-Speed Automatic (44U)	NC	NC
500A	Order Code 500A	NC	NC
59E	Keyed Alike - 1435x	\$47.00	\$50.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Included	Included
63V	Cargo Storage Vault	\$253.00	\$270.00
64E	Wheels: 18" Painted Aluminum	Included	Included
65U	Police Upgrade Package	\$367.00	\$390.00
66A	Front Headlamp Lighting Solution	Included	Included
85D	Front Console Plate Delete	Included	Included
87M	8" Rear Camera Image	NC	NC
99B	Engine: 3.3L V6 Direct-Injection	\$-2,191.00	\$-2,330.00
CONSOL	Center Floor Console Less Shifter	Included	Included
F	Unique HD Cloth Front Bucket Seats w/Cloth Rear	Included	Included
FW_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear	NC	NC
LK_01	Dark Blue	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	3.73 Axle Ratio	Included	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included	Included
STDRD	Radio: AM/FM/MP3 Capable	Included	Included
STDTR	Tires: 255/60R18 AS BSW	Included	Included
SYNC	SYNC Phoenix Communication & Entertainment System	Included	Included

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Door Handles: black
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Front Tow Hooks: 1 front tow hooks
Body Material: galvanized steel/aluminum body material
: class III trailering with harness, hitch
Body Side Cladding: body-coloured bodyside cladding
Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning
Cruise Control: cruise control with steering wheel controls
Trunk/Hatch/Door Remote Release: power cargo access remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (front doors) remote keyless entry
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
Emergency SOS: emergency communication system
Front Cupholder: front cupholder
Floor Console: full floor console
Overhead Console: mini overhead console with storage
Glove Box: locking glove box
Driver Door Bin: driver and passenger door bins
Dashboard Storage: dashboard storage
Driver Footrest: driver's footrest
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: Fleet Telematics Modem internet access
1st Row LCD: 1 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: projector beam LED low/high beam headlamps
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer

Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Reverse Sensing System rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot
Front Pedestrian Braking: front pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: driver information centre
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Security System: security system
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-rollover
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 35-30-35 split-bench seat

Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Concealed Cargo Storage: locking concealed cargo storage

Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 285-hp, 3.3-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD

RESOLUTION NO. 23-47

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,
AUTHORIZING CERTAIN AGREEMENTS WITH ENTERPRISE FM TRUST TO
PROVIDE FLEET MANAGEMENT SERVICES FOR THE VILLAGE**

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

WHEREAS, the Village participates in the Sourcewell Cooperative ("Sourcewell"), a national municipal contracting cooperative alliance formerly known as the National Joint Power Alliance Purchasing Cooperative, NJPA, a unit of government of the State of Minnesota, that provides a purchasing program for local government agencies and has awarded a joint purchase contract to Enterprise FM Trust for fleet management services, under contract #030122-EFM; 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, the Village deems it desirable to contract with Enterprise FM Trust for fleet management services under the Sourcewell contract #030122-EFM, in order to provide fleet management services for the Village, including the lease of vehicles to be used by the Village and the sale of the Village's surplus vehicles; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

WHEREAS, pursuant to Section 11-61-3 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, the Village is authorized to lease vehicles for public purposes pursuant to contracts that provide for the consideration for such lease to be paid in installments during a period not exceeding twenty (20) years and subject to a maximum interest limitation; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the citizens of the Village to contract with Enterprise FM Trust for fleet management services for the Village; and

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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That pursuant to Sourcewell contract #030122-EFM, the Village Manager is hereby authorized to execute the *Master Lease Equity Agreement* with Enterprise FM Trust ("Lease Agreement"), in substantially the same form as attached hereto as Exhibit A, as well as any and all other documents as may be necessary to effectuate the Lease Agreement and Enterprise FM Trust's performance of fleet management services for the Village, including the execution of the Consignment Auction Agreement and the Agreement to Sell Customer Vehicles, in substantially the form attached hereto as Exhibit B and Exhibit C, respectively.

Section 3: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated by this Resolution and the agreements approved herein.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 24th day of July, 2023, pursuant to a roll call vote as follows:

AYES: 6
NAYS: 0
ABSENT: 1

APPROVED this 24th day of July, 2023

Attest: 
Village Clerk


Village President



EXHIBIT A
Master Lease Equity Agreement

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FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this July 25, 2023, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM DS CP Customer MCA

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

Initials: EFM  Customer 

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

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19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: <u>Village of Villa Park, Illinois</u>	LESSOR: <u>Enterprise FM Trust</u>
Signature: <u>Matthew C Harline</u>	By: <u>Enterprise Fleet Management, Inc. its attorney in fact</u>
By: <u>Matthew C Harline</u>	Signature: <u>Christopher Fry</u>
Title: <u>Village Manager</u>	By: <u>Christopher Fry</u>
Address: <u>20 Ardmore Ave, Villa Park IL 60181</u>	Title: <u>Finance Director</u>
	Address: <u>1200 Jorie</u>
	<u>Bld Suite</u>
	<u>300</u>
	<u>Oak Brook IL</u>
	<u>60523</u>
Date Signed: <u>July 25, 2023</u>	Date Signed: <u>July 31, 2023</u>

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AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this July 25 day of July, 2023 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2023 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Village of Villa Park ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$10,000 per accident - Collision and \$10,000 per accident - Comprehensive).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Matthew C Harline
Village of Villa Park (Lessee)

By Matthew C Harline

Title: Village Manager

Date Signed: July 25, 2023

DocuSigned by:
Christopher Fry
Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By Christopher Fry

Title: Finance Director

Date Signed: July 31, 2023



**MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(LIABILITY COVERAGE)**

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible, no aggregate limits

26,001-33,000 GVWR: a minimum of \$2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible, no aggregate limits

33,001+ GVWR: a minimum of \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible, no aggregate limits

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: village of
villa Park,
Illinois

Signature: Matthew C Harline

By: Matthew C Harline

Title: village Manager

Address: 20 Ardmore
Ave, Villa
Park IL 60181

Date Signed: July 25, 2023

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: Christopher Fry
DocuSigned by: 59A089E18546463...

By: Christopher Fry

Title: Finance Director

Address: 1200 Jorie
Blvd Suite
300
Oak Brook IL
60523

Date Signed: July 31, 2023

EXHIBIT B
Consignment Auction Agreement



CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and Village of Villa Park, Illinois (hereinafter referred to as "CUSTOMER") on this 14 day of July, 2023, (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

DocuSigned by:

Signature:


59A089E1854C4C3...

Printed Name: Christopher Fry

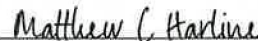
Title:

Finance Director

Date Signed: July 31, 2023

"CUSTOMER"

Signature:



Printed Name:

Matthew C Harline

Title:

Village Manager

Date Signed: July 25, 2023



AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed Village Manager (Title) for Village of Villa Park, Illinois (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Matthew C Harline

Village Manager

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Matthew C Harline

Village Manager

Print Name

Title

Signature

Company Name

July 25, 2023

Date

EXHIBIT C
Agreement to Sell Customer Vehicles



AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and Village of Villa Park, Illinois (hereinafter referred to as "CUSTOMER"), on the other hand on this day of July 25, 2023, (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$400 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature:

DocuSigned by:

Christopher Fry

59A089E1854C4C3...

Printed Name:

Christopher Fry

Title:

Finance Director

Date Signed:

July 31, 2023

"CUSTOMER"

Signature:

Matthew C Harline

Printed Name:

Matthew C Harline

Title:

Village Manager

Date Signed:

July 25, 2023

Schedule 1

Enterprise Leasing Company of STL, LLC
 Enterprise Leasing Company of Georgia, LLC
 Enterprise Leasing Company of Florida, LLC
 Enterprise Leasing Company of KS LLC
 EAN Holdings, LLC
 Enterprise Leasing Company of Orlando, LLC
 Enterprise Leasing Company of Indianapolis, LLC
 Enterprise Rent-A-Car Company of Boston, LLC
 Enterprise Leasing Company of Denver, LLC
 Enterprise Leasing Company of Chicago, LLC
 Enterprise RAC Company of Maryland, LLC
 Enterprise Leasing Company of Philadelphia, LLC
 Enterprise RAC Company of Baltimore, LLC
 Enterprise Leasing Company of Minnesota, LLC
 Enterprise Leasing Company of Detroit, LLC
 Enterprise Leasing Co of Norfolk/ Richmond, LLC
 Enterprise Rent-A-Car Co of San Francisco, LLC
 ELRAC, LLC
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
 Enterprise Rent-A-Car Company of Los Angeles, LLC
 Enterprise RAC Company of Cincinnati, LLC
 CLERAC, LLC
 Enterprise Rent-A-Car Company of Pittsburgh, LLC
 Enterprise Rent-A-Car Company of Wisconsin, LLC
 Enterprise Rent-A-Car Company of UT, LLC
 CAMRAC, LLC
 Enterprise Rent-A-Car Company of Rhode Island, LLC
 Enterprise Leasing Company of Phoenix, LLC
 Enterprise Leasing Company- Southeast, LLC
 Enterprise Leasing Company- West, LLC
 Enterprise Leasing Company- South Central, LLC
 PENRAC, LLC
 Enterprise Rent-A-Car Company of KY, LLC
 Enterprise Rent-A-Car Company - Midwest, LLC
 Enterprise RAC Company of Montana/Wyoming, LLC



Certificate of Coverage

Name and Address of Agency

IRMA
999 Oakmont Plaza Drive, Suite 310
Westmont, IL 60559
(708) 562-0300

Name and Address of Member

IRMA Members (See attached list)

Scope of Coverage

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member. Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/ et. seq. IRMA is a joint municipal risk pool and administers its members' coverage.

Coverages

This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This coverage is subject to all terms and conditions of the IRMA Bylaws and all terms, provisions and exclusions of the Coverage Document, and any applicable contract(s) of commercial insurance.

Scope of Coverage	Coverage Dates	Limits Each Occurrence
Automobile Liability (Coverage #IRMA-Auto) Bodily Injury & Property Damage Combined Single Limit	11/01/2022- 11/01/2023	\$300,000
First Party Property – All Risk (Coverage #IRMA-PROP) (Includes Auto Comp./Collision)	11/01/2022- 11/01/2023	\$10,000,000

Description of Operations/Locations/Vehicles/Special Items

Evidence of "any auto" coverage for the member's (see attached list) leased fleet vehicles from Enterprise FM Trust leasing program. All vehicles required to be covered from the Enterprise FM Trust Leasing Agreement will have automatic coverage once the member takes possession of the vehicle. Enterprise FM Trust is named as a loss payee as their interests may appear.

Certificate Holder

Enterprise FM Trust
P.O. Box 16805
St. Louis, MO 63105
Attn: Matthew J. DeLand (matthew.j.deland@efleets.com)

Authorized Representative:

Margo Ely, Executive Director

Date Issued:

October 26, 2022



Certificate of Coverage continuation

Date: October 26, 2022	
Name and Address of Member: IRMA Members (See attached list)	Certificate Holder: Enterprise FM Trust P.O. Box 16805 St. Louis, MO 63105
Additional Insured Status: The Enterprise FM Trust is named as an additional insured on the general liability and auto liability, but only with respect to the Village's/City's liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Village's/City's acts or omissions or the acts or omission of those acting on the member's behalf. The coverage afforded the additional insured only applies to the extent permitted by law; and if the coverage provided to the additional insured is required by contract or agreement, the coverage afforded to the additional insured will not be broader than which is required by the contract or agreement to provide to the additional insured. The most we will pay on behalf of the additional insured is the amount of coverage required by the contract or agreement or the limit available under the applicable Limits of Coverage shown in the Declarations, whichever is less. This certificate does not increase the applicable Limits of Coverage shown in the Declarations.	



LIST OF IRMA MEMBERS WITH LEASED FLEET VEHICLES FOR 2022-2023

Village of Brookfield (Deductible: \$25,000)

Village of Burr Ridge (Deductible: \$10,000)

Village of Cary (Deductible: \$25,000)

City of Crystal Lake (Deductible: \$25,000)

Village of Hazel Crest (Deductible: \$2,500)

Village of Lisle (Deductible: \$25,000)

Village of Oak Brook (Deductible: \$25,000)

Village of Villa Park (Deductible: \$10,000)

Village of Western Springs (Deductible: \$2,500)



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: February 10, 2025

SUBJECT: A Resolution Approving and Authorizing the Execution of an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)

RECOMMENDED ACTION:

This resolution authorizes the Village President to execute the revised Intergovernmental Agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN). This network is a listing of Illinois municipal agencies that will provide public works assistance to other local agencies in times of need. Villa Park was one of the initial participants in the network that has received and offered aid multiple times since IPWMAN's creation in 2009. Recently, the IPWMAN Board of Directors approved revised by-laws requiring local agencies to re-enter into a new intergovernmental agreement if they wish to continue participating. Due to the important need for assistance during times of need, staff recommends approval of the intergovernmental agreement.

BACKGROUND:

The Illinois Public Works Mutual Aid Network (IPWMAN) started in 2009 after several groups within Illinois realized that they were trying to develop regional mutual aid organizations. It became apparent that if a disaster hit a region, regional organizations would not be able to assist outside their jurisdictions. This network assists local agencies with coordinating assistance from other agency members to assist with disasters that typically exceed the capacities of that Village whether it is in the type of equipment or manpower. The Village has been a member from near the inception of the network and has received aid three times since joining. Additionally, the Village has provided aid to surrounding communities several times since joining.

DISCUSSION:

The IPWMAN Board of Directors revised the by-laws last year and ratified by the members in October 2024. These were significant changes to the current agreement, thus requiring members to update its intergovernmental agreement to remain in the network. These changes included the ability for agencies to provide mutual aid anytime and not just during emergencies, the removal of the requirement to be a not-for-profit corporate entity which allows the streamlining of the organization, and revised the procedure for any future amendments to the agreement. The attached letter from the IPWMAN Attorney outlines the changes in detail.

Resolution No. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK
TO APPROVE AND AUTHORIZE THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT PROVIDING FOR THE
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT**

WHEREAS, the Illinois Public Works Mutual Aid Network (“IPWMAN”) is a network of units of local government that perform public works functions established to provide a method whereby a governmental agency in need of mutual aid assistance may request aid and assistance from other governmental agencies participating in IPWMAN in the form of personnel, equipment, materials or other associated services as necessary; and

WHEREAS, the Village of Villa Park desires to be a member of IPWMAN and, in order to do so, must enter into an *Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement* (“IGA”); and

WHEREAS, Article 7, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services in any manner not prohibited by law; and

WHEREAS, the corporate authorities of the Village find that it is advisable, necessary, and in the best interest of the Village to participate in IPWMAN and to enter into the IGA to effectuate the Village’s participation in the mutual aid and assistance activities conducted pursuant to IPWMAN.

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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The corporate authorities of the Village of Villa Park hereby determine that it is advisable, necessary and in the best interest of the Village to enter into and do hereby approve the *Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement* (“IGA”) in substantially the same form of agreement as is attached hereto as Exhibit A and made a part hereof.

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest on behalf of the Village the IGA.

Section 4: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated by this Resolution and the agreements approved herein.

Section 5: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

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

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2025

Village President

Attest: _____
Village Clerk

EXHIBIT A

*Intergovernmental Agreement Providing for Membership in the
Illinois Public Works Mutual Aid Network Agreement*

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among Village of Villa Park ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ day _____ of 20 _____.
For the Agency (Insert Name): Village of Villa Park

By: _____
Its: President

Attest
By: _____
Its: Village Clerk

APPROVED

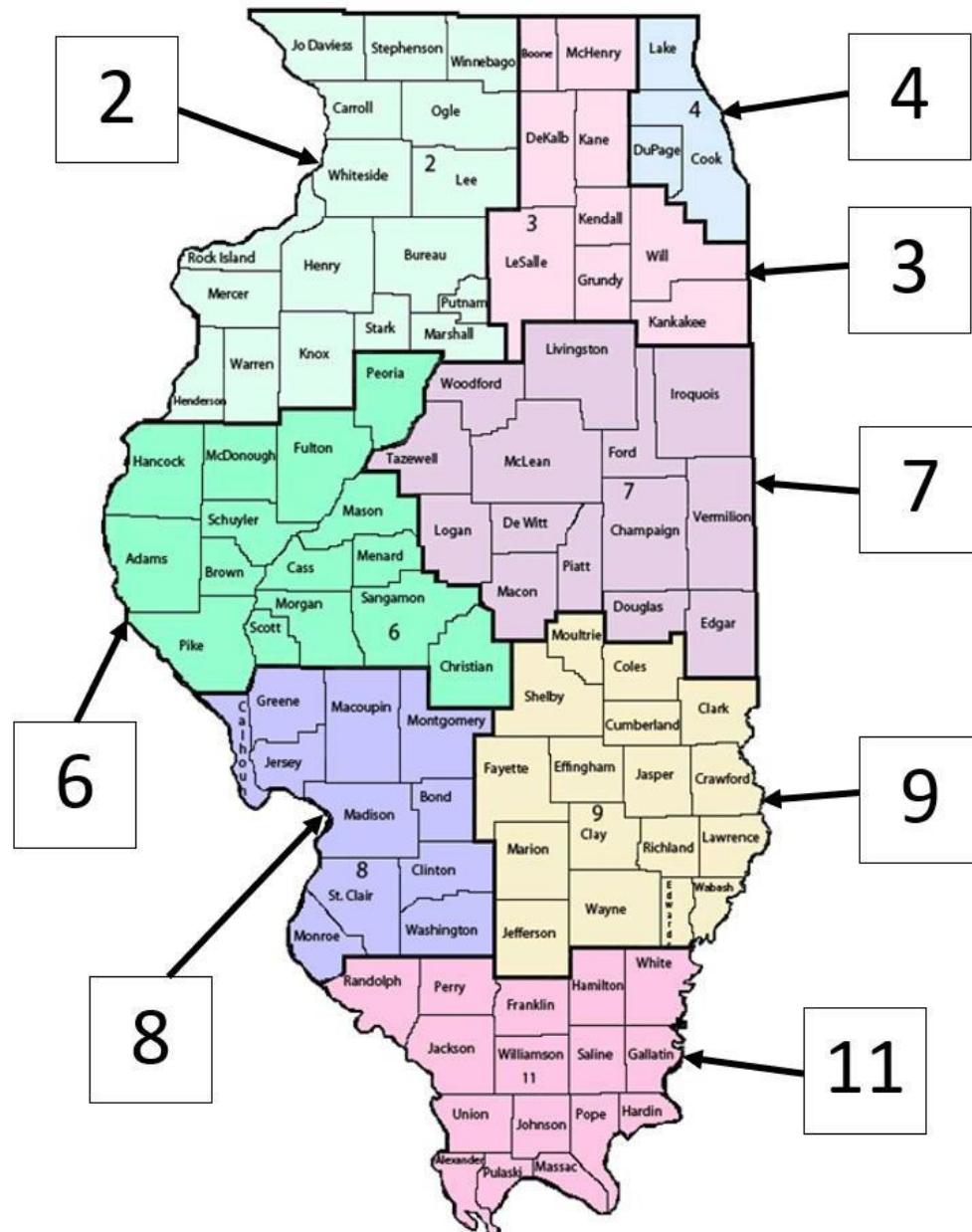
On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.
By: _____
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____
Joe Cronin
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008.
Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended
by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board
of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

To: All Illinois Public Works Mutual Aid Network Member Agencies

From: Mark Doerfler, Executive Director and Karl Ottosen, Attorney

Date: October 24, 2024

Re: Revised Intergovernmental Agreement for Illinois Public Works Mutual Aid Network

At its August 8, 2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network, Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve. On October 23, 2024, the members approved the amendment of the agreement and by-laws.

There is no intent to change the day-to day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
2. The current by-laws provide for governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.
3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. If at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Enclosed are the proposed new intergovernmental agreement, by-laws and draft resolution and ordinance authorizing the agreement. Either a resolution or ordinance may be used to authorize the agreement, with each member to modify for its own use. However, no changes may be made to the intergovernmental agreement and by-laws. If there are any questions regarding the revised agreement, please contact Mr. Doerfler.

Bylaws of The Illinois Public Works Mutual Aid Network

An intergovernmental agency for the purpose of public works mutual aid in accordance with the Illinois Intergovernmental Cooperation Act, 5, ILCS 220/1 et seq.

Article One

Name, Principal Office, Purpose, and Powers

1.1 Name. The name of the Intergovernmental Agency is **The Illinois Public Works Mutual Aid Network (IPWMAN)**.

1.2 Location. IPWMAN may maintain offices and facilities either within or without the State of Illinois as determined by the Board of Directors from time to time. The Board of Directors may, from time to time, change the address of IPWMAN's principal office by duly adopted resolution.

1.3 Purpose and Powers. IPWMAN is organized to provide a system of Mutual Aid among participating public works agencies. The purpose is explicit in the "Illinois Public Works Mutual Aid Network Agreement," which is incorporated herein by reference and which in pertinent part reading as follows:

"The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies."

1.4 Authority. The Illinois Public Works Mutual Aid Network was organized under the provisions of the Illinois Intergovernmental Cooperation Act on September 17, 2008. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government, including a unit of local government from another state.

Illinois Public Works Mutual Aid Network membership is in full force and in effect with the passage and approval of an executed Mutual Aid Agreement in the form approved by the Board of Directors, a companion ordinance, resolution or other legally binding document by a participating agency, in the manner provided by law, and executed by an authorized representative of a participating public works agency who has the legal authority to sign and

enter into the Agreement on behalf of his or her public works agency.

Article Two

Membership, Ratification and Termination of Membership

2.1 General Membership. Membership shall be limited to public works related agencies and individuals as described in Article One, paragraph 1.3 and as defined in the Illinois Compiled Statutes.

- a. Membership Status.* In order for an agency or entity to request and be considered for receiving aid through IPWMAN the requesting agency or entity shall have been approved for membership prior to seeking aid, or rendering assistance through an IPWMAN activation, and shall be a member in good standing, with current dues paid in full.

2.2 Membership Types. The Board of Directors, with the advice of the Membership Committee, and by majority vote shall be the sole authority to establish membership status and classification. There are hereby established, the following types of membership:

- a. Agency Members.* This class of membership is open to all public works related agencies, as defined in Article One, paragraph 1.3. Agencies may be allocated multiple memberships, based on agency size and/or type and as determined by Board of Directors policy.
- b. Associate Members.* This class of membership is open to members of public works related individuals, business and professional organizations or associations, but who do not qualify as Agency Members. This class of membership has two types: Corporate and Individual.
- c. Professional Liaison Members.* This class of membership applies to individuals designated by other professional mutual aid organizations and state and federal agencies involved in emergency and disaster response and recovery, to provide counsel, advice and support for the mission of IPWMAN. This type of member does not pay dues.

2.3 Voting Privilege. The privilege of holding elective office and serving on the Executive Committee of IPWMAN is reserved for *Agency Members*. *Associate Members* are permitted to vote in all elections, serve on and chair Committees (other than the Executive Committee) and otherwise serve the IPWMAN, but may not hold elective office. *Professional Liaison Members* are permitted to serve on and vote on Committees (other than the Executive Committee), however are not eligible to serve as Committee chairs or have voting privileges

at Board of Directors meetings.

2.4 Termination of Membership. Members who fail to meet their obligations in accordance with the terms of the Illinois Public Works Mutual Aid Network Agreement or with these By-laws may be suspended or removed from membership by a two-thirds vote of the Board of Directors. Prior to the initiation of any disciplinary action against a member, the member will be notified of a hearing and shall have the right to appear before the Board of Directors.

Article Three

Board of Directors

3.1 General Powers. The affairs and activities of IPWMAN shall be managed by or under the direction of its Board of Directors ("Board").

3.2 Composition of the Board. The Governing body of IPWMAN shall be the Board of Directors, consisting of twenty-one (21) elected members, representing the following:

- 2 members from each of the eight (8) IPWMAN regions (Shown in Exhibit 1).
- The President
- The Vice-President
- The Secretary
- The Treasurer
- The Past President

In the event there are no eligible members able to serve as Board representatives of a particular region, then a member from outside the region may be selected to represent that region. For voting purposes, each region shall have one vote.

All officers and members of the Board of Directors shall serve without compensation.

3.3 Term. Each Regional Director will serve a three-year term.

Initially, beginning in October of 2009, terms shall be staggered, rotating according to the following schedule:

- | | | |
|------------------|------------|--------------|
| • IPWMAN Regions | 3, 6 and 8 | 3-year terms |
| • IPWMAN Regions | 2, 7 and 9 | 2-year terms |
| • IPWMAN Regions | 4 and 11 | 1-year term |

Following the initial elections, the terms of office shall be for three years.

3.4 Vacancy on the Board of Directors. In the event a vacancy should occur in one or more of the Regional Director positions by reason of lack of eligible candidate, resignation, removal, death or election to another office, the remainder of the term of office shall be filled by the appointment of a replacement recommended by the member agencies from that region. The appointment is to be confirmed by the remaining members of the Board.

If, within sixty (60) days of the notice of the vacancy, the Region fails to achieve consensus on a replacement, the Board of Directors is hereby authorized to designate a replacement from any Region to represent the members of the affected Region until the next opportunity to conduct an election, at which time a successor will be elected to complete the remainder of the term (if any).

3.5 Authority. The Board of Directors shall have the authority to take all appropriate actions and to perform all duties required to accomplish the purposes of IPWMAN.

3.6 Regular Meetings. The Board of Directors shall convene at least annually at a time and place specified by the Board. The President shall preside at the meeting and conduct business for IPWMAN. Draft minutes of these meetings shall be available to all members at least 30 days before the following meeting.

3.7 Annual Membership Meeting. The Annual Meeting of the IPWMAN membership shall be held each year at a time and place specified by the Board of Directors.

3.8 Special Meetings. The President, at his or her discretion, or a majority of the Executive Committee, or any six members of the Board of Directors, or five percent (5%) of the membership may call a special meeting of IPWMAN by giving at least five days advance written notice to each member, specifying the time, place, and purpose of the meeting.

3.9 Quorum. Seven (7) members of the Board of Directors shall constitute a quorum thereof. Ten percent of the membership shall constitute a quorum to conduct business at a regular or special meeting of the membership.

3.10 Waiver of Notice. Any member may waive notice of any meeting, and attendance of such member at any meeting shall constitute a waiver of notice of such meeting.

3.11 Committees and Advisory Bodies. Committees exist for the purpose of implementing the vision, mission, goals and legal obligations of IPWMAN. The Board of Directors may, from time to time, establish or appoint one or more committees, task forces or advisory bodies.

All member types are encouraged and allowed to serve on committees, however, the chair must be an Agency or Associate member. All members shall serve at the pleasure of the Board of Directors. The following committees are some which may be established:

- Finance
- Conference
- Management
- Marketing
- Membership
- Nominating
- Operations
- Social Media
- Technology
- Training

The duties and responsibilities of all Committees shall be as defined in the Administrative Policy Manual of IPWMAN.

3.11 Action without Meeting. If a matter of immediate and critical need shall arise requiring action of the Board of Directors and it is impracticable to wait to convene a regular or special meeting, the matter may be submitted electronically to each member entitled to vote thereon for consideration upon approval of not less than two Executive Committee members. The notice of proposal shall specify a deadline for voting on the matter submitted not less than seven (7) days from the date of notice. If approved by a majority of the members of the Board of Directors, or the required number of votes that may be elsewhere specific in these by-laws, the action so approved shall be considered the same as though approved at a formal meeting.

Article Four

Executive Officers

4.1 Executive Officers of IPWMAN. The executive officers of IPWMAN shall be a President, a Vice President, Secretary, Treasurer, Past President, and two members of the Board of Directors selected by the Board of Directors, who together shall constitute the Executive Committee. All such officers shall be members of the Board of Directors. The Executive Committee of IPWMAN shall be elected from the Board of Directors members who shall have been members in good standing of the for at least one year prior to their election.

4.2 Term. The Officers of IPWMAN shall hold office for a term of two (2) years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be re-elected or appointed for additional terms of office. The Vice-President, upon completion of his/her two-year term of office will transition to the position of President for a two-year term. The Vice-President would have the right to decline the position of President if circumstances would prevent him/her from being able to serve as President. The outgoing President will remain as a voting member on the Board of Directors as the Past President for a two-year term. In the event a President is ineligible or declines to serve in the Past President position, the previous Past President may

continue to serve in the position, or the position may be deemed vacant and filled in accordance with these By-Laws. Upon completion of the position of Past President, the officer would be eligible to pursue another officer position within the organization. The President, consistent with Section 5.1b and subject to advice and consent of the Board of Directors, will fill vacancies to positions on the Executive Committee within the two-year terms.

4.3 President. The President shall:

- a.* Be the principal executive officer of IPWMAN and shall act as the Chairman of the Board of Directors.
- b.* Supervise and control all of the business and affairs of IPWMAN, subject to the general oversight of the Board of Directors.
- c.* Preside at all meetings of the Board of Directors and the Executive Committee.
- d.* Serve as an Ex-Officio member of all committees.
- e.* Sign, with the Secretary or any other proper officers of IPWMAN, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Board of Directors to some other officer or agent of IPWMAN, or shall be required by law to be otherwise signed or executed.
- f.* Perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
- g.* Make all committee appointments with the advice and consent of the Board of Directors.
- h.* Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.4 Vice President. In the absence of the President or in the event of his or her resignation, death, inability or refusal to act, the Vice President (or in the event of his or her death, inability or refusal to act, the Secretary or in the event of his or her death, inability or refusals to act, the Treasurer) shall:

- a.* Perform the duties of the President and, when so acting, shall have and exercise all the powers of and be subject to all the limitations upon the President's

powers.

b. Serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

c. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

4.5 Secretary. The Secretary shall:

a. Keep the records of IPWMAN.

b. Prepare a written record of the meetings and any formal proceedings of IPWMAN and make copies of such minutes available to each of the members.

c. Record and keep all official correspondence of IPWMAN.

d. Keep an official register of each member of IPWMAN.

e. Have charge of and safely keep all such additional books and papers as the Board may direct.

f. Have custody of the seal of IPWMAN and affix such seal to all documents, the execution of which, on behalf of IPWMAN under its corporate seal, has been duly authorized in accordance with these by-laws.

g. Perform all duties, which are incident to the office of Secretary of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

h. At the expiration of the Secretary's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

i. Administer the election of the Board of Directors.

j. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.6 Treasurer. The Treasurer shall:

a. Have general oversight over all funds and securities of IPWMAN.

b. Have authorization, along with at least one other member from the Executive Committee, to endorse, or cause to be endorsed in his or her name, on behalf of IPWMAN, all checks, notes or other obligations and evidence of the payment of money paid by IPWMAN coming into his or her possession, or other officers or employees.

c. See that all funds received by or on behalf of IPWMAN are promptly deposited in such banks or trust companies as may be selected as depositories of IPWMAN by the Board and shall also see that all securities are placed in safe keeping in the manner directed by the Board.

d. Pass on the electronic system of accounts and reports and provide for general overseeing and audit thereof. The report of each such audit shall be submitted to the Board.

e. Prepare a budget annually for review by the Board of Directors and file any reports required by any government agency (i.e. IRS Tax Return, Secretary of State Annual Report of Officers).

f. Perform all duties, which are incident to the office of Treasurer of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

g. Chair the Finance Committee.

h. Serve as Ex Officio member of the Audit Committee.

i. Set time and date for the annual audit.

j. At the expiration of the Treasurer's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

k. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.7 Past President. The Past President must be employed by a member agency. In the event the immediate past president is not eligible, or declines to serve, then a past president who is employed by a member agency may serve, or the position may be filled as a vacant position. The Past President shall:

a. Co-chair the Nominating Committee.

b. Serve as one of the two (2) at-large members of the Executive Committee

c. Assist the President, as requested.

d. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

Article 5

Nominations and Elections

5.1 Nominating Committee.

a. For all elections, the President shall appoint a Nominating Committee consisting of five (5) members. It shall be the duty of the Nominating Committee to provide a slate of qualified candidates to fill the offices of IPWMAN. The current officers shall not serve as Nominating Committee members.

b. This committee is also empowered to recommend replacements for vacancies on the Executive Committee to the Board of Directors that are not covered elsewhere in these By-Laws.

c. Any member may submit a nomination for candidates for the Board of Directors and/or Executive Committee.

5.2 Election Procedures. Elections to the Board of Directors shall be by a paper or electronic ballot sent to each member agency at the address or email address of the primary point of contact on file with the Secretary. The person receiving the highest number of votes shall be declared elected. The President shall appoint a three-member Teller Committee to count ballots and certify elections. The Teller Committee shall tabulate the votes and report the results to the Board of Directors. Elected officers shall be installed at the annual membership meeting and shall assume their duties of office at that time. Uncontested elections may be held by voice vote at the Annual Meeting.

Article Six

Administrative Officers and Personnel

6.1 Designation of Administrative Officers. The Board of Directors shall designate titles, appoint and discharge such administrative staff officers of IPWMAN, as it shall deem necessary. Such administrative staff officers shall not be members of the Board and such

appointees shall hold their offices for such term, exercise such powers, and perform such duties as shall be determined from time to time by the Board. The duties and responsibilities of all appointed staff personnel shall be defined in the IPWMAN "Administrative Policy Manual" as approved by the Board of Directors. Such Administrative Officers shall serve at the pleasure of the Board of Directors.

6.2 Compensation. If applicable, the Board of Directors shall determine compensation and benefits for all administrative staff.

Article Seven

Indemnification of Officers, Board of Directors, Employees and Agents

7.1 Actions other than by or in the Right of IPWMAN. IPWMAN and its Board of Directors have the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

7.2 Insurance. IPWMAN shall have the power and authority to purchase and maintain insurance on behalf of any person who is a member, employee or agent of IPWMAN or is serving at the request of IPWMAN against any liability asserted against him or her as a result of, or in any capacity representing IPWMAN.

7.3 Indemnification. All Executive Officers shall be bonded by IPWMAN in such form and amount as may be determined by the Board of Directors, the cost of such bond shall be borne by IPWMAN.

Article Eight

Contracts, Loans, Checks, Deposits, Dues and/or fees and Gifts

8.1 Contracts. The Board may authorize any officer or agent of IPWMAN, in addition to the officers so authorized by these by-laws, to enter into any contract or sign any instrument in the name of IPWMAN, and such authority may be general or confined to specific instances.

8.2 Borrowing. No loan shall be contracted on behalf of IPWMAN and no evidence of indebtedness shall be issued unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

8.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness (issued in the name of IPWMAN) shall be signed by such officers or agents of IPWMAN as shall from time to time be determined by the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President.

8.4 Deposits. All funds of IPWMAN shall be deposited from time to time to the credit of IPWMAN in such banks, trust companies or other depositories as the Board may select.

8.5 Membership Dues and/or Fees. Membership dues and/or fees will be determined by the Board of Directors. The amount of the membership dues and/or fees shall be reviewed and established annually by the Board of Directors. Dues and/or fees shall be due within thirty (30) days of January 1 of each year.

The Board of Directors will determine the method and amount of any other fees to be charged or assessed by IPWMAN.

8.6 Gifts. The Board may accept on behalf of IPWMAN any contribution, gift, bequest or devise for the general purposes or for any special purpose of IPWMAN, unless otherwise prohibited by law.

8.7 Reimbursement. The Board shall adopt reimbursement procedures and associated policies.

Article Nine

Fiscal Year, Books and Minutes

9.1 Fiscal Year. The fiscal year and business year of IPWMAN shall begin on January 1 and end on December 31.

9.2 Books and Minutes. IPWMAN shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its Board.

Article Ten

Distribution of Assets upon Dissolution

If at any time the dissolution of this Intergovernmental Agency is authorized by the Board of Directors, the members of the Board of Directors then holding office as such shall distribute the assets of IPWMAN remaining after payment, satisfaction and discharge, or adequate provision therefore, of all liabilities and obligations of IPWMAN, to the member agencies, pursuant to a plan of distribution as duly adopted by the Board. The Board shall incur no

personal liability for failure to ascertain, after a reasonable examination, the existence of any contributor.

Article Eleven

Amendment to By-Laws

Any member may propose amendment of these By-Laws. Proposed amendments shall be submitted to the Board of Directors. Amendments must be approved by majority vote of the Board of Directors before being sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be deemed approved by the members and effective immediately unless specifically stated otherwise in the amendment.

Article Twelve

Retention of Property Interest

All right, title, and interest, both legal and equitable in and to property of IPWMAN shall remain in IPWMAN. If such property shall be in the possession of a member, Executive Officer, Administrative Officer or such other person so entrusted, it shall be immediately returned to IPWMAN in the event of that person's death, resignation, removal or such other action disassociating that person with IPWMAN.

Article Thirteen

Rules of Procedure

The rules contained in the current edition of "Robert's Rules of Order – Revised" shall generally be used as a guide to govern the procedural conduct of the Board of Directors and Executive Committee and its committees and advisory bodies in all cases to which they are applicable and in which they are not inconsistent with these By-laws. Additionally, the Board may adopt its own rules of procedure, which shall not be inconsistent with these by-laws.

Adopted by the Board of Directors in accordance with these By-Laws on October 22, 2024.