

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM March 12, 2024

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
 1. *February 27, 2024 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant - March 12, 2024 24/4 \$1,631,967.40*
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Tax Increment Financing Redevelopment Agreement by and Between the Village of Bensenville and A & E Luxury Developments, LLC for Property Located at 800 West Irving Park Road, Bensenville, Illinois*
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. *Resolution Authorizing and Granting Authority the Village Manager to Execute a Natural Gas Purchase Agreement for the Village of Bensenville with Constellation Energy*
 - B. Community and Economic Development – No Report
 - C. Finance – No Report
 - D. Police Department – No Report
 - E. Public Works – No Report

F. Recreation – No Report

IX. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

A. Review of Executive Session Minutes [5 ILCS 120/2 (C) (21)]

B. Personnel [5 ILCS 120/2 (C) (1)]

C. Collective Bargaining [5 ILCS 120/2 (C) (2)]

D. Property Acquisition [5 ILCS 120/2 (C) (5)]

E. Litigation [5 ILCS 120/2 (C) (11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 12, 2024**DESCRIPTION:**February 27, 2024 Village Board Meeting Minutes***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_240227_VB

Upload Date

3/5/2024

Type

Cover Memo

Village of Bensenville
Board Room
12 South Center Street
Bensenville, Illinois 60106
Counties of DuPage and Cook

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
February 27, 2024

CALL TO ORDER: 1. President DeSimone called the meeting to order at 6:30 p.m.

ROLL CALL: 2. Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

President DeSimone, Carmona, Franz, Frey, Lomax, Panicola, Perez

Absent: None

A quorum was present.

Staff Present: E. Summers, J. Caracci, S. Flynn, M. Leyva, K. Pozsgay, D. Schulze, C. Williamsen

PRESENTATION: President DeSimone presented certificates to the winners of the Snowplow Naming Contest for 20204.

Mikenzie Callahan, Emily Marcondes, and Silvia Ortiz all submitted the name, "Scoop Dogg" which was selected as the winning name.

PUBLIC COMMENT: There was no Public Comment.

APPROVAL OF MINUTES: 4. The February 13, 2024 Village Board Meeting minutes were presented.

Motion: Trustee Perez made a motion to approve the minutes as presented. Trustee Frey seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

WARRANT NO. 24/3: 5. President DeSimone presented **Warrant No. 24/3** in the amount of \$552,347.77.

Minutes of the Village Board Meeting
February 27, 2024 Page 2

Motion: Trustee Frey made a motion to approve the warrant as presented.
Trustee Lomax the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Motion: 6. Trustee Panicola made a motion to approve the Consent Agenda
as presented. Trustee Frey seconded the motion.

All were in favor. Motion carried.

Ordinance No.
3-2024:

**Approval of an Ordinance of the Village of Bensenville, DuPage
and Cook Counties, Illinois Authorizing a Tax Increment
Financing Redevelopment Agreement by and Between the
Village of Bensenville and 1301 W Irving Park LLC for Property
Located at 1301 West Irving Park Road, Bensenville, Illinois.
(Consent Agenda)**

Ordinance No.
4-2024:

**Ordinance Amending Section 3-3-5 of the Bensenville Village
Code – Liquor Regulations – to Increase the Number of Class E1
Liquor Licenses from 11 to 12 for the Issuance of a Liquor
License to La Poblanita. (Consent Agenda)**

Resolution No.
R-27-2024:

**Resolution Declaring Certain Village Owned Avaya Equipment
as Surplus Property and Authorizing Disposal. (Consent
Agenda)**

Resolution No.
R-28-2024:

**Resolution Authorizing a Order with Omega Sign & Lighting,
Inc. for Upgrades to the Existing Electronic Message Center
Sign in the Not-to-Exceed Amount of \$95,668.00. (Consent
Agenda)**

Resolution No.
R-29-2024:

**Resolution Authorizing a Retail Sales Agreement with AVI
Systems, Inc. For The Village Hall Cablecast Video Distribution
System in the Not to Exceed Amount of \$55,827.00. (Consent
Agenda)**

Resolution No.
R-30-2024:

Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village Hall First Floor CED Conference Room in the Not to Exceed Amount of \$22,799.00. (Consent Agenda)

Resolution No.
R-31-2024:

Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village of Bensenville Admin Conference Room 201 In the Not to Exceed Amount of \$45,510.00. (Consent Agenda)

Resolution No.
R-32-2024:

Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Public Works and Police Vehicles in the Not-to-Exceed Amount of \$677,256. (Consent Agenda)

Resolution No.
R-33-2024:

Resolution Appropriating the Use of Motor Fuel Tax (MFT) Funds to Pay For Roadway Related General Maintenance in the Amount of \$300,000 from January 1, 2024 to December 31, 2024. (Consent Agenda)

Resolution No.
R-34-2024:

Resolution Authorization the Execution of a Contract with Dahme Mechanical Inc. for the Removal and Replacement of all Four Influent Screw Pump's Lower Bearing Seals in the Not-to-Exceed Amount of \$19,888. (Consent Agenda)

Resolution No.
R-35-2024:

Resolution Authorizing the Execution of Amendment No. 7 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Additional Not to Exceed Amount of \$75,000 for a Revised Contract Total of \$798,000. (Consent Agenda)

Resolution No.
R-36-2024:

Resolution Authorizing the Execution of a Purchase Order to Traffic Control & Protection Inc. for Bike Path Signage in the Not to Exceed Amount of \$11,552. (Consent Agenda)

Resolution No.
R-37-2024:

Resolution Authorizing a Purchase Order to MJ Iron Works of Elk Grove Village, IL for Emergency Pedestrian Safety Railing Repairs along Illinois Route 19 (Irving Park Road) in the Not-to-Exceed Amount of \$15,000. (Consent Agenda)

Resolution No.
R-38-2024:

Resolution Authorizing the Award of a Construction Contract for the 2023 CDBG – Browngate Subdivision Improvements Project to Acqua Contractors Corporation of Elmhurst, IL in the Not-to-Exceed Amount of \$1,900,000. (Consent Agenda)

Resolution No.
R-39-2024:

Resolution Authorizing the Award of a Construction Engineering Services Agreement for the 2023 CDBG Project – Browngate Subdivision Improvements Project to Thomas Engineering Group, LLC in the Not-to-Exceed Amount of \$216,188. (Consent Agenda)

Motion: Trustee Panicola made a motion to approve the Consent Agenda as presented. Trustee Frey seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

PRESIDENT’S
REMARKS:

President DeSimone announced the Bensenville Theater has completed Phase I renovations and is set to re-open on March 1st; the completed phase renovations include restoring the iconic 1927 façade and marquee, tuck pointing, new windows and updated seating, lighting and flooring; please see the Village website for showtimes and more information.

President DeSimone announced a St. Patrick’s Day themed Senior Bingo Night will be held on March 14th at Green Street Grille; Doors open at 3:00pm. Dinner will be served at 4:00pm followed by bingo. The cost is \$5.00 at the door; no prior registration is needed; please visit the Village website for more information.

President DeSimone announced the Law Enforcement Classic Hockey Game which benefits Honor Flight Chicago, will take place on March 23rd at the Edge Ice Arena; puck drop is 6:00pm; there are still seats available; Please call Honor Flight Chicago Ticket office at 773-227-8387 to purchase tickets or visit the Village website for the online link.

**MANAGERS
REPORT:**

Village Manager, Evan Summers announced the Village is now accepting application for Police Officer Candidates; the written test will be held on March 5th at 6:30pm at the Police Department; All information can be found on the Village's website.

Mr. Summers stated the Village is closely monitoring proposed bills in Springfield, especially the proposed bill that would eliminate 1% sales tax on groceries.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, P. Joseph Montana, stated he had no Village Attorney Report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:
EXECUTIVE
SESSION:**

There was no new business.

Village Attorney, P. Joseph Montana, stated there was not a need for Executive Session.

ADJOURNMENT:

Trustee Perez made a motion to adjourn the meeting. Trustee Carmona seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:38 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, March 2024

TYPE:Warrant**SUBMITTED BY:**Jessica Juarez**DEPARTMENT:**Finance**DATE:**3/12/24**DESCRIPTION:**Warrant - March 12, 2024 24/4 \$1,631,967.40**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant - March 12, 2024 24/4 \$1,631,967.40**ATTACHMENTS:****Description****Upload Date****Type**Warrant - March 12, 2024 24/4 \$1,631,967.403/6/2024Backup Material

VILLAGE OF BENSENVILLE WARRANT 24/4

MARCH 12, 2024

I hereby certify that the attached warrants are in accord with the current budget as adopted by the Corporate Authorities of the Village of Bensenville, and that sufficient funds are available to promptly pay said warrants, all in accordance with the Village Code and Illinois Statutes.



EVAN K SUMMERS
VILLAGE MANAGER



SHARON GUEST
INTERIM FINANCE DIRECTOR

Approved by the Board of Trustees on March 12, 2024 hereby authorizing the Director of Finance to disburse \$ 1,631,967.40 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7 LAYER SOLUTIONS, INC.									
1093									
10741	IT MANAGED SERVICES	SCHAUMBURG	20240581	03/31/2024	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$12,915.00	0
10741	IT MANAGED SERVICES	SCHAUMBURG	20240581	03/31/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$515.00	0
10741	IT MANAGED SERVICES	SCHAUMBURG	20240581	03/31/2024	11020180-542100	FN	MAINTENANCE AGREEMENTS	\$1,450.00	0
								14,880.00	
ADVANCE AUTO PARTS									
808									
7366403630494	ADVANCED AUTO PARTS	BENSENVILLE	20240552	03/06/2024	11060640-542410	CD	R&M VEHICLES	\$169.99	0
8751335625747	ST. SUPPLIES	BENSENVILLE	20240489	01/21/2024	11050420-542410	PW	R & M VEHICLES	\$22.36	0
8751405128771	FILTER FOR SQUAD #307-INV #875	BENSENVILLE	20240462	03/21/2024	11040110-542410	PD	R&M VEHICLES	\$7.52	0
								199.87	
AFLAC									
980									
136937	FEBRUARY BILL	COLUMBUS	20240561	03/27/2024	11000000-214130	FN	PAYROLL DEDUCTN-AFLAC	\$1,227.06	9007837
								1,227.06	
AFSCME									
3105									
2.16.24	MVP NATIONAL PEOPLE CLUB		20240430	03/16/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$12.60	9007809
2.16.24-2	UNION DUES		20240431	03/17/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$1,915.32	9007814
3.1.24	MVP NATIONAL PEOPLE CLUB		20240563	03/31/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$12.60	9007827
								1,940.52	
ALEXIS NEWMAN-BRANDES									
819									
131827	ANNUAL EXAM/MEDS FOR K-9 ZOE	LISLE	20240544	03/28/2024	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$575.44	0
								575.44	
ALL WAYS FASTENERS, INC.									
11907									
98423	TOOLS	BENSENVILLE	20240516	03/14/2024	51050540-552520	PW	WATER MAIN PARTS	\$896.55	0
								896.55	
AMBER'S TRAVELLING MASSAGE									
2158									
327	POLICE WELLNESS PROGRAM	ADDISON	20240546	03/23/2024	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$360.00	0
								360.00	
AMERICAN LEGAL PUBLISHING CORP									
1805									
32145	VILLAGE CODE UPDATE: ORDINAN	CINCINNATI	20240483	03/28/2024	11010030-541160	AD	PRNTG, BINDING & DUPLICAT	\$88.00	0
								88.00	

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 3/12/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AMERIGAS PROPANE LP									
2091									
3161034616	INV# 3161034616 PROPANE REFILL	PITTSBURGH	20240531	03/16/2024	11174100-541385	SF	GAS-PROPANE	\$24.90	0
3161034617	INV# 3161034616 PROPANE REFILL	PITTSBURGH	20240531	03/16/2024	11174100-541385	SF	GAS-PROPANE	\$40.59	0
3161282246	INV# 3161034616 PROPANE REFILL	PITTSBURGH	20240531	03/23/2024	11174100-541385	SF	GAS-PROPANE	\$49.34	0
3161282247	INV# 3161034616 PROPANE REFILL	PITTSBURGH	20240531	03/23/2024	11174100-541385	SF	GAS-PROPANE	\$142.18	0
ANDERSON PEST SOLUTIONS									
9474									
57525653	INV# 57525653 PEST CONTROL SEI	ELMHURST	20240538	03/05/2024	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$63.65	0
AQUA PURE ENTERPRISES, INC.									
11330									
0148327-IN	INV# 0148327-IN REAGENT CHEMIC	ROMEOWILLE	20240540	03/22/2024	11070760-554120	SF	CHEMICALS	\$303.75	0
A-SPECIAL ELECTRIC SERVICE & SUP									
3568									
157571	UTILITIES TOOLS	WOOD DALE	20240509	03/10/2024	51050540-552520	PW	WATER MAIN PARTS	\$270.00	0
AVI SYSTEMS									
11667									
88940510	REPAIR MOTORIZED SCREEN/COM	KANSAS CITY	20240477	03/17/2024	11040110-542110	PD	R&M BUILDING	\$410.00	0
88944304	AVI_Senior Center (BUILD)	KANSAS CITY	20230973	03/30/2024	31080800-594000	AD	CAPITAL OUTLAY-MACHINERY & E	\$16,997.00	0
BATTERY SERVICE CORPORATION									
2716									
0103761	MULTI DIV. PARTS & SUPPLIES	BENSENVILLE	20240502	11/17/2023	11050420-542410	PW	R & M VEHICLES	\$271.00	0
0106760	MULTI DIV. PARTS & SUPPLIES	BENSENVILLE	20240502	03/06/2024	11050440-542110	PW	R&M BUILDING	\$275.50	0
0106771	MULTI DIV. PARTS & SUPPLIES	BENSENVILLE	20240502	03/06/2024	11050420-542410	PW	R & M VEHICLES	\$139.95	0
0106882	INV# 0103558 BATTERIES - OLYMPI	BENSENVILLE	20240533	03/14/2024	11070760-542310	SF	R&M EQUIPMENT	\$25.79	0
0106884	INV# 0103558 BATTERIES - OLYMPI	BENSENVILLE	20240533	03/14/2024	11070760-542310	SF	R&M EQUIPMENT	\$21.35	0
0106885	MULTI DIV. PARTS & SUPPLIES	BENSENVILLE	20240502	03/14/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$139.60	0
0107074	NEW BATTERY-SQUAD #305-INV #0	BENSENVILLE	20240471	03/20/2024	11040110-542410	PD	R&M VEHICLES	\$179.95	0
013558	INV# 0103558 BATTERIES - OLYMPI	BENSENVILLE	20240533	11/10/2023	11174100-542610	SF	R&M ICE RESURFACER	\$107.48	0
BAXTER & WOODMAN									
2717									
0255628	R-103-22 S. INDUSTRIAL IMPROVEN	CAROL STREA	20240315	03/20/2024	51080860-536513	PW	ENG SVC - DESIGN	\$3,724.41	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 3/12/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BEST QUALITY FACILITY SERVICES, L									
1619	CLEANING SERVICE-FEB24-INV #46	FRANKLIN PAR	20240464	03/21/2024	11040110-649980	PD	OTHER CONTRACTUAL SERVICE	\$2,200.00	0
48949								2,200.00	
BOND REFUND									
99									
12690-45195	CHICAGONE ROLLING SHUTTERS I			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$135.00	0
12923-210115	CHRZANOWSKI ANTONI			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13019-24773	MARINOS, JOHN			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13038-45663	QUEST EVENTS			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13116-45664	ADVANTAGE GRAPHICS & SIGNS			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13133-44075	GOODBERLET HOME SERVICES			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13155-27189	MARK YOUR SPACE			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13156-41277	POOL BUTERS LLC			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13157-43757	VALENZUELA, MARGARITA			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$175.00	0
13159-45707	FASTSIGNS			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13161-45709	ASI CONSTRUCTION			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13190-45742	INISHOWEN ROOFING AND CONST			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13194-45746	SKYLINE EXTERIORS & CONSTRU			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13201-42362	JJ CONSTRUCTION ENT. INC			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13212-45746	SKYLINE EXTERIORS & CONSTRU			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13216-45764	SIGNWISE, INC.			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13251-24326	PARAMOUNT FENCE CO.			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13260-43413	LEES ADJUSTERS NETWORK INC			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$35.00	0
13274-45799	E & D ROOFING INC			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13276-42362	JJ CONSTRUCTION ENT. INC			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13277-42362	JJ CONSTRUCTION ENT. INC			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13315-45630	BETTER HOME CONSTRUCTION IN			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13316-39368	SNYDER, TERI			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13383-38169	MARTINEZ, MYRNA			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13391-36207	C & N CONSTRUCTION			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13543-44348	AKDK SERVICES LLC			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13577-29664	MATTHEWS ROOFING			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
13589-46053	HOWE, ANTHONY			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13623-43402	MEYER, BRENDON			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$90.00	0
13625-301937	CHARBONNEAU, JACI			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13639-46063	MEZZ HEATING & COOLING, INC.			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13640-46065	KLEES ELECTRIC INC			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$135.00	0

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 3/12/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
13703-310106	GERALD SEIDEN			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13732-38624	ABC PHCE			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13744-43402	MEYER, BRENDON			02/28/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$135.00	0
4,090.00									
BRIGHT DIRECTIONS									
683									
2.16.24	BRIGHT DIRECTIONS	LINCOLN	20240423	03/17/2024	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAI	\$200.00	9007811
3.1.24	BRIGHT DIRECTIONS COLLEGE	LINCOLN	20240560	03/31/2024	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAI	\$200.00	9007828
400.00									
C&C PEST CONTROL									
1762									
216648	C & C PEST CONTROL	BENSENVILLE	20240450	02/24/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$90.00	0
217188	C & C PEST CONTROL	BENSENVILLE	20240450	03/07/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$30.00	0
217281	C & C PEST CONTROL	BENSENVILLE	20240450	03/07/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$40.00	0
217288	C & C PEST CONTROL	BENSENVILLE	20240450	03/07/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$30.00	0
190.00									
CALIBRATION TECHNOLOGIES INC									
1825									
89009	INV# 89009 GAS SENSOR CALIBRA	COLUMBIA	20240569	03/29/2024	11174100-542350	SF	R & M COMPRESSOR	\$2,624.00	0
2,624.00									
CAPITALONE, NA									
1587									
000737015	APWA - JOB POSTING	NEW ORLEANS	20240436	02/10/2024	11020130-541250	FN	RECRUITMENT	\$25.00	9007807
01102024	GREEN ST GRILLE - VOB LEADERS	NEW ORLEANS	20240425	02/09/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$233.75	9007807
025221	THE VILLAGE FLOWER SHOP	NEW ORLEANS	20240426	02/04/2024	11010010-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$62.95	9007807
025260	THE VILLAGE FLOWER SHOP	NEW ORLEANS	20240426	02/15/2024	11010010-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$94.99	9007807
0345821	AMAZON - TV WALL BRACKET	NEW ORLEANS	20240436	02/22/2024	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$149.99	9007807
0863428	AMAZON - GROCERY BAGS	NEW ORLEANS	20240436	02/25/2024	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$72.99	9007807
1008930626	L & W SUPPLY - THEATER SUPPLIE	NEW ORLEANS	20240436	02/29/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCTI	\$2,165.12	9007807
10134121103	SAMS CLUB - OFFICE SUPPLIES	NEW ORLEANS	20240436	02/09/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$158.67	9007807
1064-3119	TRACK 1099 - 1099 FORM	NEW ORLEANS	20240436	02/25/2024	11030110-540110	FN	POSTAGE/DELIVERY SERVICES	\$3.04	9007807
120562875	COSTAR REALITY - ONLINE DEMOC	NEW ORLEANS	20240436	02/07/2024	11060640-549990	FN	OTHER CONTRACTUAL SERVICE	\$529.74	9007807
1384-2175	MIDWEST ADVANCED - MAPSI REG	NEW ORLEANS	20240436	03/01/2024	11050110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$695.00	9007807
1546623	AMAZON - SUPPLEMENTS	NEW ORLEANS	20240401	03/01/2024	11040110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$50.82	9007807
156	MAMMA MARIAS PIZZERIA	NEW ORLEANS	20240436	02/23/2024	11020190-577010	FN	SPECIAL FUNCTIONS	\$424.02	9007807
17689	WIRED4SIGNS -THEATER SUPPLIE:	NEW ORLEANS	20240436	02/17/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCTI	\$89.64	9007807
17839	WIRED4SIGNS -THEATER SUPPLIE:	NEW ORLEANS	20240436	02/25/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCTI	\$2,998.78	9007807
17840	WIRED4SIGNS -THEATER SUPPLIE:	NEW ORLEANS	20240436	02/25/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCTI	\$2,176.34	9007807
19736748011924	PRIMO WATER	NEW ORLEANS	20240426	02/18/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$3.99	9007807

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20-28045042	PRIOR LEARNING - SEMINAR	NEW ORLEANS	20240436	02/17/2024	11030110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$199.00	9007807
2024 IAFSM	IAFSM - REGISTRATION 2024	NEW ORLEANS	20240436	02/10/2024	11050110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$430.00	9007807
2024LS-S4J0060	IPERLA - EMPLOYMENT LAW SEMI	NEW ORLEANS	20240436	02/24/2024	11020130-521510	FN	TRAINING PROGRAMS/SESSIONS	\$975.00	9007807
24241	IL FIRE INSPECTORS ASSOCIATION	NEW ORLEANS	20240436	02/24/2024	11060640-521110	FN	MEMBERSHIP DUES	\$380.00	9007807
24265	GOV HR - JOB LISTING	NEW ORLEANS	20240436	02/04/2024	11020130-541250	FN	RECRUITMENT	\$500.00	9007807
25235	THE VILLAGE FLOWER SHOP	NEW ORLEANS	20240426	03/16/2024	11010010-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$136.95	9007807
2550648	AMAZON - MICROWAVE	NEW ORLEANS	20240401	02/07/2024	11040110-542110	FN	R&M BUILDING	\$206.97	9007807
2580253	AMAZON - LOCKING KEY CABINET	NEW ORLEANS	20240401	02/21/2024	11040110-542410	FN	MATERIALS/SUPPLIES-ADMIN	\$35.69	9007807
2621065	AMAZON - FLOOR LINERS	NEW ORLEANS	20240401	02/09/2024	51050570-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$146.95	9007807
2856268	AMAZON - SMART TV	NEW ORLEANS	20240436	02/08/2024	11040360-551110	FN	R&M VEHICLES	\$1,117.94	9007807
2PGZY9F93QMR	DROPBOX INC	NEW ORLEANS	20240401	02/09/2024	11040360-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$119.88	9007807
3	MAMMA MARIAS PIZZERIA - LUNCH	NEW ORLEANS	20240436	03/02/2024	11030110-522110	FN	EXPENSE REIMBURSEMENT	\$84.12	9007807
3421030	AMAZON - BATTERY BACKUP	NEW ORLEANS	20240436	02/01/2024	51050550-554120	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$126.34	9007807
3431	HAWKINS - PAST DUE INVOICE	NEW ORLEANS	20240436	10/18/2023	51050440-551110	FN	CHEMICALS	\$886.20	9007807
3441863	AMAZON - WIFI ADAPTER	NEW ORLEANS	20240436	02/08/2024	51050577-536511	FN	MATERIALS/SUPPLIES-ADMIN	\$51.99	9007807
5-964-88244	FEDEX INVOICE	NEW ORLEANS	20240436	02/07/2024	51050577-536511	FN	ENG SVC - ENVIRONMENTAL	\$441.50	9007807
5-969-04074	FEDEX INVOICE	NEW ORLEANS	20240436	02/11/2024	51050577-536511	FN	ENG SVC - ENVIRONMENTAL	\$23.08	9007807
5109812	AMAZON - UTENSILS	NEW ORLEANS	20240401	02/21/2024	11040110-542110	FN	R&M BUILDING	\$39.47	9007807
53529	PRO SOURCE - THEATER SUPPLIE	NEW ORLEANS	20240436	02/25/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCT	\$877.21	9007807
5377019	AMAZON - CURVED GAMING MONIT	NEW ORLEANS	20240436	02/08/2024	32080800-594000	FN	CAPITAL OUTLAY-MACHINERY & E	\$1,999.98	9007807
5468212-2	AMAZON - BATTERY BACKUP	NEW ORLEANS	20240436	01/11/2024	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$121.91	9007807
5505047	AMAZON - EXTENSION CORD	NEW ORLEANS	20240436	02/22/2024	11020180-552135	FN	MATERIAL/SUPPLIES-ADMIN	\$107.03	9007807
5826	BUILDING & FIRE CODE ACADEMY	NEW ORLEANS	20240436	02/28/2024	11060640-521510	FN	TRAINING PROGRAMS/SESSIONS	\$195.00	9007807
5828	BUILDING & FIRE CODE ACADEMY	NEW ORLEANS	20240436	02/28/2024	11060640-521510	FN	TRAINING PROGRAMS/SESSIONS	\$195.00	9007807
6065821	AMAZON - THEATER SUPPLIES	NEW ORLEANS	20240436	02/08/2024	11070790-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$58.52	9007807
6090-8	SHERWIN WILLIAMS - THEATER SU	NEW ORLEANS	20240436	02/29/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCT	\$279.48	9007807
6137818	AMAZON - MAILBOX ORGANIZERS	NEW ORLEANS	20240436	02/22/2024	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$91.63	9007807
6945830	AMAZON - MAGNETIC INK CARTRIC	NEW ORLEANS	20240436	02/09/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$176.21	9007807
7145031	AMAZON - PANTRY POT ORGANIZE	NEW ORLEANS	20240401	02/09/2024	11040110-542110	FN	R&M BUILDING	\$24.82	9007807
7608242	AMAZON - LED LIGHT BULBS	NEW ORLEANS	20240401	02/21/2024	11040110-542110	FN	R&M BUILDING	\$32.10	9007807
8-361-16570	FEDEX INVOICE	NEW ORLEANS	20240436	01/26/2024	11030110-540110	FN	POSTAGE/DELIVERY SERVICES	\$67.07	9007807
9094005802	NEW BEDFORD TECH	NEW ORLEANS	20240436	02/07/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCT	\$6,881.63	9007807
ANNUAL FEE 01-24	CASH BACK 02/2024	NEW ORLEANS	20240401	02/28/2024	11030110-540330	FN	BANK/CREDIT CARD FEES	\$19.00	9007807
CASHBACK 02/24	CASH BACK 02/2024	NEW ORLEANS	20240436	02/01/2024	11000000-439915	FN	MISCELLANEOUS REIMBURSEMEI	\$-367.21	9007807
DAILY HERALD 02	DAILY HERALD SUBSCRIPTION	NEW ORLEANS	20240426	03/03/2024	11020110-525010	FN	BOOKS/PAMPHLETS/PUBLICATION	\$19.99	9007807
ES770	ILLINOIS WATER ENVIRONMENT A	NEW ORLEANS	20240436	02/26/2024	51050570-521510	FN	EDUC/SEMS/MTGS/TRNG	\$50.00	9007807
ES770	ILLINOIS WATER ENVIRONMENT A	NEW ORLEANS	20240436	02/26/2024	51050577-521510	FN	EDUC/SEMS/MTGS/TRNG	\$25.00	9007807
IL TOLLWAY 01242	IL TOLLWAY 012424	NEW ORLEANS	20240436	02/23/2024	11050490-549990	FN	OTHER CONTRACTUAL SERVICE	\$50.00	9007807
IPRA - 011224	IPRA - JOB POSTING	NEW ORLEANS	20240436	02/11/2024	11020130-541250	FN	RECRUITMENT	\$165.00	9007807
IPRA - 011224 -2	IPRA - JOB POSTING	NEW ORLEANS	20240436	02/11/2024	11020130-541250	FN	RECRUITMENT	\$165.00	9007807

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CIVICPLUS									
13046									
294060	CIVICPLUS INTRANET	MANHATTAN	20240576	03/31/2024	11020170-572175	AD	WEBSITE & SOCIAL NETWORKING	\$1,190.83	0
								1,190.83	
CLARK BAIRD SMITH LLP									
2101									
17989	LEGAL - LABOR	ROSEMONT	20240599	03/30/2024	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$78.75	0
								78.75	
COMCAST									
12216									
0930408014-0324	COMCAST-0408014-0324	SOUTHEASTER	20240541	03/24/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE)	\$413.85	0
0930421918-0224	SERVICE DATES 2/12/24-3/11/24	SOUTHEASTER	20240383	03/06/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$572.82	9007808
0930421918-0224	SERVICE DATES 2/12/24-3/11/24	SOUTHEASTER	20240383	03/06/2024	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$159.95	9007808
								1,146.62	
COMMISSION ON ACCREDITATION FO									
357									
INV42269	C.A.L.E.A. ANNUAL CONTINUATION	WASHINGTON	20240543	12/16/2023	11040110-571115	PD	DEPARTMENT ACCREDITATION	\$4,595.00	0
								4,595.00	
CONSTELLATION ENERGY SERVICES									
13016									
3356640000-0124	CONSTELLATION-6561640000-0124	CAROL STREAN	20240575	03/24/2024	11174100-541370	SF	ELECTRICITY	\$5,243.96	0
6561640000-0124	CONSTELLATION-6561640000-0124	CAROL STREAN	20240575	03/24/2024	11174100-541370	SF	ELECTRICITY	\$6,403.23	0
763464-0-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050560-541370	PW	ELECTRICITY/GAS	\$133.64	0
763464-1-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050560-541370	PW	ELECTRICITY/GAS	\$95.84	0
763464-10-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050560-541370	PW	ELECTRICITY/GAS	\$1,307.85	0
763464-11-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050560-541370	PW	ELECTRICITY/GAS	\$64.11	0
763464-12-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	03/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$80.27	0
763464-15-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050560-541370	PW	ELECTRICITY/GAS	\$1,106.07	0
763464-16-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050560-541370	PW	ELECTRICITY/GAS	\$131.22	0
763464-18-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	03/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$63.67	0
763464-2-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050560-541370	PW	ELECTRICITY/GAS	\$5,970.14	0
763464-20-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	03/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$58.36	0
763464-21-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050560-541370	PW	ELECTRICITY/GAS	\$1,117.00	0
763464-22-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	03/01/2024	51050570-541370	PW	ELECTRICITY/GAS	\$424.65	0
763464-23-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	02/29/2024	51050550-541370	PW	ELECTRICITY/GAS	\$38,657.29	0
763464-26-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	03/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$3,148.58	0
763464-28-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	03/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$1,471.28	0
763464-3-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	03/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$257.75	0
763464-38-0124	CONSTELLATION - JANUARY 2024	CAROL STREAN	20240452	03/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$36.31	0

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W2221000.15	R-82-2022 - ADDISON CREEK STOR	WARRENVILLE	20240296	03/30/2024	31080860-536513	PW	ENG SVC - DESIGN	\$14,820.00	0
								14,820.00	
EXCEL SCREEN PRINTING AND EMBR									
1205									
278849	KNIT BLAZERS	SCHILLER PAR	20233810	01/05/2024	11010010-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$235.13	0
279159	2 MEN'S POLO SHIRTS-INV #279155	SCHILLER PAR	20240463	01/17/2024	11040110-554810	PD	UNIFORMS - PURCHASE	\$74.40	0
								309.53	
EX-STINK PLUMBING & SEWER									
950									
352802	1315 GLENDALE ST - REPLACE LAT	FOX LAKE	20240519	03/23/2024	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$8,845.00	0
								8,845.00	
FULLIFE SAFETY LLC									
2038									
69860	CALIBRATION SERVICE	ROSELLE	20240499	03/21/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$77.50	0
								77.50	
GEIB INDUSTRIES, INC.									
2833									
725513-001	HOSE ASSEMBLY-SQ #315 K-9-INV	BENSENVILLE	20240547	02/10/2024	11040110-542410	PD	R&M VEHICLES	\$9.44	0
729498-001	HOSE REEL FOR SQAUD #315 K-9-1	BENSENVILLE	20240472	03/10/2024	11040110-542410	PD	R&M VEHICLES	\$38.99	0
730284-001	INV# 730284-00 MISC PARTS - OLYA	BENSENVILLE	20240534	03/15/2024	11174100-542610	SF	R&M ICE RESURFACER	\$199.72	0
730761-001	SMALL PARTS	BENSENVILLE	20240503	03/20/2024	11050420-542410	PW	R & M VEHICLES	\$71.21	0
								319.36	
GEM CAR WASH									
1910									
1228	MONTHLY CAR WASH PLAN-INV #1	BENSENVILLE	20240469	03/18/2024	11040110-542410	PD	R&M VEHICLES	\$306.00	0
								306.00	
GENERAL REFRIGERATION LLC									
2073									
512235408	INV# 512235408 SERVICE CALL ON	ROSELLE	20240530	03/15/2024	11174100-542350	SF	R & M COMPRESSOR	\$1,242.03	0
								1,242.03	
GRAND SUBARU									
1509									
SALESTAX REBAT SALES TAX REBATE INCENTIVE 20	BENSENVILLE		20233813	01/30/2024	11030110-566090	FN	DEVELOPER REIMBURSEMENTS	\$249,644.05	0
								249,644.05	
GRAND YORK CURRENCY									
12065									
2351748-2024	PLATE RENEWAL STICKER-SQ #32	BENSENVILLE	20240478	03/23/2024	11040360-561310	PD	PERMITS & LICENSES	\$151.00	0
BZ17559-2024	PLATE RENEWAL STICKER-SQ #33	BENSENVILLE	20240550	03/31/2024	11040360-561310	PD	PERMITS & LICENSES	\$151.00	0

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								302.00	
HALOGEN SUPPLY									
1575									
153	INV# 185 H-LIMIT SWITCH - POOL +	CHICAGO	20240555	01/10/2024	11070760-542310	SF	R&M EQUIPMENT	\$172.15	0
184	INV# 185 H-LIMIT SWITCH - POOL +	CHICAGO	20240555	01/11/2024	11070760-542310	SF	R&M EQUIPMENT	\$239.72	0
185	INV# 185 H-LIMIT SWITCH - POOL +	CHICAGO	20240555	01/11/2024	11070760-542310	SF	R&M EQUIPMENT	\$98.28	0
2	INV# 185 H-LIMIT SWITCH - POOL +	CHICAGO	20240555	12/31/2023	11070760-542310	SF	R&M EQUIPMENT	\$86.12	0
250	INV# 185 H-LIMIT SWITCH - POOL +	CHICAGO	20240555	01/17/2024	11070760-542310	SF	R&M EQUIPMENT	\$1,698.24	0
HARGETT, BRAD (E)									
2156									
IPLSA CONF 0227; IPLSA CONFERENCE - BH			ELGIN	20240500	03/28/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$744.51
								744.51	0
HBK WATER METER SERVICE, INC.									
763									
240046	HYDRANT METERS	PALATINE	20240488	03/13/2024	51050540-552520	PW	WATER MAIN PARTS	\$1,319.50	0
240075	HYDRANT METERS	PALATINE	20240488	03/23/2024	51050540-552520	PW	WATER MAIN PARTS	\$245.88	0
								1,565.38	
HENDERSON PRODUCTS, INC.									
1038									
393225	VEHICLE 259	HUNTLEY	20240493	02/29/2024	11050420-542410	PW	R & M VEHICLES	\$127.68	0
								127.68	
HERSHEY CREAMERY COMPANY									
13115									
INVE0020119527	INV# INVE0020119527 ICE CREAM -	HARRISBURG	20240542	03/20/2024	11070790-557810	SF	FOOD ITEMS	\$730.00	0
								730.00	
HEY AND ASSOCIATES INC									
2062									
22-0341-18011	R-118-2022 - SILVER CREEK STREA	VOLO	20240306	03/27/2024	37980850-536513	PW	ENG SVC - DESIGN	\$8,523.75	0
								8,523.75	
HOME DEPOT CREDIT SERVICES									
7665									
1112252	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/25/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$266.64	0
1514289	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/25/2024	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$89.87	0
1622895	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/25/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$48.88	0
2120902	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/24/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$57.59	0
2120902	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/24/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$0.00	0
2120902	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/24/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$0.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
2120902	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/24/2024	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$0.00	0
2120902	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/24/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$0.00	0
2120902	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/24/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$0.00	0
2525750	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/24/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$399.68	0
390108	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/07/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$147.80	0
4120580	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/22/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$37.94	0
4396004	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/13/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$40.26	0
4601853	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/03/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$48.43	0
5394753	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/28/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$145.78	0
5520024	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/02/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$252.65	0
7012213	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/29/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$20.94	0
7012762	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/10/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$2.47	0
7510531	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/20/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$13.52	0
7624593	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/10/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$136.34	0
8012170	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	02/28/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$28.90	0
8122241	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/09/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$67.65	0
8621997	INV# 9390195 MISC SUPPLIES - THE	LOUISVILLE	20240536	02/28/2024	11174100-542310	SF	R&M EQUIPMENT	\$116.98	0
8621997	INV# 9390195 MISC SUPPLIES - THE	LOUISVILLE	20240536	02/28/2024	11174100-542310	SF	R&M EQUIPMENT	\$148.47	0
900067	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/07/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$368.58	0
9122109	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/08/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$62.40	0
9390195	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/08/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$122.53	0
9390233	MULTI DIV. TOOLS & PARTS	LOUISVILLE	20240524	03/08/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$387.45	0
								3,011.75	

ILLINOIS COUNTIES RISK MANAGEMIE

1931

S-INNV000579	ICRMT INVOICES	ST CHARLES	20240583	01/31/2024	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$47,432.00	0
S-INNV000580	ICRMT INVOICES	ST CHARLES	20240583	01/31/2024	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COA	\$32,983.00	0
S-INNV000760	ICRMT INVOICES	ST CHARLES	20240583	03/02/2024	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$47,432.00	0
S-INNV000761	ICRMT INVOICES	ST CHARLES	20240583	03/02/2024	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COA	\$32,983.00	0
S-INNV000943	ICRMT INVOICES	ST CHARLES	20240583	03/31/2024	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$47,432.00	0
S-INNV000944	ICRMT INVOICES	ST CHARLES	20240583	03/31/2024	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COA	\$32,983.00	0
								241,245.00	

ILLINOIS DEPARTMENT OF REVENUE

3098

2,16,24	IL STATE	SPRINGFIELD	20240439	03/17/2024	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$18,210.81	9007817
3,1,24	IL STATE TAX	SPRINGFIELD	20240572	03/31/2024	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$17,846.48	9007823
								36,057.29	

ILLINOIS SECTION AWWA

3315

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
200086783	WATERCON 2024 - FRANK PALUMB	NAPERVILLE	20240508	03/23/2024	51050540-521510	PW	TRAINING PROGRAMS/SESSIONS	\$400.00 400.00	0
INTERSTATE BILLING SERVICE, INC.									
909	VEHICLE 254	DECATUR	20240518	02/10/2024	11050420-542410	PW	R & M VEHICLES	\$2,801.61 2,801.61	0
JC LIGHT, LLC									
1289	INV# 03093634 PAINT FOR COMPRE	CHICAGO	20240528	03/09/2024	11174100-542350	SF	R & M COMPRESSOR	\$68.79 68.79	0
03093634									
JEWEL FOOD STORE									
1419	SALESTAX REBAT SALES TAX REBATE 2023	PHOENIX	20233815	01/30/2024	11030110-566090	FN	DEVELOPER REIMBURSEMENTS	\$94,005.37 94,005.37	0
JORSON & CARLSON CO, INC.									
7925									
0718449	INV# 0718450 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240537	03/15/2024	11174100-542610	SF	R&M ICE RESURFACER	\$136.60	0
0718450	INV# 0718450 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240537	03/15/2024	11174100-542610	SF	R&M ICE RESURFACER	\$77.80	0
0718994	INV# 0718450 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240537	03/22/2024	11174100-542610	SF	R&M ICE RESURFACER	\$142.96	0
0719509	INV# 0718450 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240537	03/29/2024	11174100-542610	SF	R&M ICE RESURFACER	\$82.48	0
0719510	INV# 0718450 ICE SCRAPER KNIVE:	ELK GROVE VIL	20240537	03/29/2024	11174100-542610	SF	R&M ICE RESURFACER	\$142.96 582.80	0
JR FASTENERS CORP									
1911									
80165	THEATER SEATS	BENSENVILLE	20240498	03/21/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$11.66	0
80170	THEATER SEATS	BENSENVILLE	20240498	03/22/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$12.88 24.54	0
KOWALCZYK, CHRIS (E)									
951									
DADE506-0001	OPERATOR TRAINING - CHRIS K.	ADDISON	20240492	01/07/2024	51050570-521510	PW	EDUC/SEMR/MTGS/TRNG	\$150.00 150.00	0
LARRY ROESCH VOLKSWAGEN									
2154									
SALESTAX REBAT SALES TAX REBATE 2023		BENSENVILLE	20233814	01/30/2024	11030110-566090	FN	DEVELOPER REIMBURSEMENTS	\$29,264.24 29,264.24	0
LEVYA, MARISOL (E)									
2015									
RMBRSE 011224-2 REIMBURSEMENT DATES 01/12/24-	BENSENVILLE		03/29/2024	11020130-521115	FN	EMPLOYEE ENGAGEMENT	\$112.85	0	

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RMBRSE 011224-2 REIMBURSEMENT DATES 01/12/24- BENSENVILLE									
RMBRSE 011224-2 REIMBURSEMENT DATES 01/12/24- BENSENVILLE									
				03/29/2024	11020130-521510	FN	TRAINING PROGRAMS/SESSIONS	\$176.00	0
				03/29/2024	11020130-522110	FN	EXPENSE REIMBURSEMENT	\$292.20	0
								581.05	
LINDAHL BROTHERS, INC.									
338									
44104	R-147-2023, SAND,STONE & DEBRIS	BENSENVILLE	20240129	03/01/2024	51050540-552610	PW	GRAVEL/ASPHALT	\$187.68	0
44104	R-147-2023, SAND,STONE & DEBRIS	BENSENVILLE	20240129	03/01/2024	11050420-579990	PW	DISPOSAL CHARGES	\$101.88	0
44104	R-147-2023, SAND,STONE & DEBRIS	BENSENVILLE	20240129	03/01/2024	51050540-579990	PW	DISPOSAL CHARGES	\$107.24	0
								396.80	
MAREN RONAN, LTD									
1884									
MARCH 2024	LOBBYING SERVICES	WESTERN SPR	20240595	03/31/2024	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,500.00	0
								3,500.00	
MARQUARDT & BELMONTE P.C.									
127									
270	LEGAL- PROSECUTIONS	WHEATON	20240592	03/30/2024	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$2,865.00	0
								2,865.00	
MCMASTER-CARR									
2917									
22145231	WWTP SUPPLIES	CHICAGO	20240505	03/15/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$35.61	0
22265594	INV# 22265594 CHAINS FOR ZAMBC	CHICAGO	20240535	03/17/2024	11174100-542610	SF	R&M ICE RESURFACER	\$26.42	0
22340414	WWTP SUPPLIES	CHICAGO	20240505	03/20/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$79.38	0
								141.41	
MENARDS									
11265									
56430	MULTI DIV - TOOLS	MELROSE PARK	20240559	02/09/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$60.29	0
58017	MULTI DIV. TOOLS & SUPPLIES	MELROSE PARK	20240515	03/03/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$31.39	0
58177	MULTI DIV. TOOLS & SUPPLIES	MELROSE PARK	20240515	03/06/2024	11050440-542110	PW	R&M BUILDING	\$149.99	0
58179	MULTI DIV. TOOLS & SUPPLIES	MELROSE PARK	20240515	03/06/2024	11050440-542110	PW	R&M BUILDING	\$66.15	0
58180	MULTI DIV. TOOLS & SUPPLIES	MELROSE PARK	20240515	03/06/2024	11050440-521510	PW	TRAINING PROGRAMS/SESSIONS	\$95.84	0
58417	INV# 58417 MISC PARTS- COMPRE	MELROSE PARK	20240539	03/09/2024	11174100-542350	SF	R & M COMPRESSOR	\$71.27	0
58473	INV# 58417 MISC PARTS- COMPRE	MELROSE PARK	20240539	03/10/2024	11070790-542310	SF	R&M EQUIPMENT	\$19.13	0
58671	INV# 58417 MISC PARTS- COMPRE	MELROSE PARK	20240539	03/13/2024	11174100-542110	SF	R & M BUILDING	\$142.02	0
58830	MULTI DIV. TOOLS & SUPPLIES	MELROSE PARK	20240515	03/15/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$67.94	0
								694.02	
METROPOLITAN ALLIANCE POLICE									
8009									
2.16.24	POC UNION DUES	BOLINGBROOK	20240432	03/17/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$1,260.00	9007813

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MIDWEST BIOSOLIDS ASSOCIATION, I									
2169									
170	W.W. CONFERENCE - EL	SPRINGFIELD	20240501	03/24/2024	51050570-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$150.00	0
								150.00	
MILLENNIUM CONTRACTING CO									
2117									
BRYN MAWR-BIRG R-73-2022 - CONSTRUCTION - BRYN	CHICAGO		20240309	03/20/2024	37980860-596000	PW	CAPITAL CONSTRUCTION	\$24,634.45	0
								24,634.45	
MILLER INDUSTRIAL, LLC									
6509									
SI-445279	1 DOUBLE CUT KEY FOR SQUAD C,	OAK BROOK	20240474	02/01/2024	11040110-542410	PD	R&M VEHICLES	\$10.47	0
SI-452238	MULTI DIV. SUPPLIES	OAK BROOK	20240512	03/22/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTU	\$37.78	0
SI-452291	MULTI DIV. SUPPLIES	OAK BROOK	20240512	03/22/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTU	\$42.91	0
								91.16	
MISC ONE TIME VENDOR									
9									
354 JUDSON SEMI 50/50 REIMBURSEMENT FOR SEWE				03/27/2024	51050560-549990	FN	OTHER CONTRACTUAL SERVICES	\$3,127.29	0
MEMBERSHIP REF MEMBERSHIP REFUND				03/23/2024	11000760-437620	FN	AQUATIC OPERATION	\$300.00	0
								3,427.29	
MISSIONSQUARE RETIREMENT									
3096									
2.16.24	PAYROLL DATE 2.16.24	WASHINGTON	20240429	03/17/2024	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$1,847.81	9007816
2.16.24- 2	ICMA	WASHINGTON	20240438	03/17/2024	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$15,227.01	9007821
3.1.24	PAYROLL DATE 3.1.24	WASHINGTON	20240579	03/31/2024	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$1,847.81	9007831
3.1.24-2	I.C.MA	WASHINGTON	20240588	03/31/2024	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$15,293.32	9007832
								34,215.95	
MONTANA & WELCH, LLC									
1410									
16569	LEGAL - LITIGATION	PALOS HEIGHT	20240481	03/22/2024	11020120-533510	AD	LEGAL SERVICES-LITIGATION	\$92.50	0
16569	LEGAL - LITIGATION	PALOS HEIGHT	20240481	03/22/2024	11020120-533510	AD	LEGAL SERVICES-LITIGATION	\$974.90	0
20240482	LEGAL- GENERAL	PALOS HEIGHT	20240482	03/22/2024	11020120-533110	AD	LEGAL SERVICES-GEN'L MATTERS	\$13,249.25	0
								14,316.65	
MOTION INDUSTRIES, INC.									
9071									
IL10-00778141	PD PUMP BEARINGS	CHICAGO	20240514	03/13/2024	11050440-542110	PW	R&M BUILDING	\$107.64	0
IL10-00778426	PD PUMP BEARINGS	CHICAGO	20240514	03/16/2024	11050440-542110	PW	R&M BUILDING	\$86.76	0
IL10-00778427	PD PUMP BEARINGS	CHICAGO	20240514	03/16/2024	11050440-542110	PW	R&M BUILDING	\$44.40	0

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MUNICIPAL GIS PARTNERS, INC.									
1080								238.80	
7167	R-155-2023, GIS-MGP PARTNERS	DES PLAINES	20240141	03/30/2024	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,832.91	0
7167	R-155-2023, GIS-MGP PARTNERS	DES PLAINES	20240141	03/30/2024	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,832.90	0
								7,665.81	
NALCO WATER PRETREATMENT SOLI									
942									
9331305	LAB SERVICE WORK	GLENWOOD	20240491	03/11/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$54.58	0
								54.58	
NICOR									
2673									
0573340005-0224	NICOR-54863400005-0124	CAROL STREAN	20240532	03/08/2024	11070790-541370	SF	ELECTRICITY	\$258.82	0
54863400005-0124	NICOR-54863400005-0124	CAROL STREAN	20240532	03/08/2024	11070790-541370	SF	ELECTRICITY	\$321.75	0
								580.57	
NJ CRIMINAL INTERDICTION, LLC									
2132									
02128	MONTHLY SUBSCRIPTION-SCANLA	MILLSTONE	20240470	03/22/2024	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$79.42	0
								79.42	
OLD SECOND BANK									
1338									
2.16.24	FEDERAL TAX	AURORA	20240443	03/17/2024	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$42,412.09	9007819
2.16.24	FEDERAL TAX	AURORA	20240443	03/17/2024	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$32,941.80	9007819
2.16.24	FEDERAL TAX	AURORA	20240443	03/17/2024	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$11,860.42	9007819
3.1.24	FEDERAL TAX	AURORA	20240568	03/31/2024	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$42,077.53	9007824
3.1.24	FEDERAL TAX	AURORA	20240568	03/31/2024	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$32,095.50	9007824
3.1.24	FEDERAL TAX	AURORA	20240568	03/31/2024	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$11,555.61	9007824
								172,942.95	
OMEGA SIGN & LIGHTING INC									
1430									
INO-04642	OMEGA SIGN _NEW EMC PANELS	ADDISON	20240525	04/04/2024	32080800-594000	AD	CAPITAL OUTLAY-MACHINERY & E	\$47,834.00	0
								47,834.00	
O'REILLY AUTO PARTS									
1858									
2446-380948	MULTI DIV. PARTS	SPRINGFIELD	20240497	02/21/2024	11050110-542410	PW	R&M VEHICLES	\$286.70	0
6076-218116	2 CONTROL ARMS/2 TIE RODS-SQ.	SPRINGFIELD	20240468	02/10/2024	11040110-542410	PD	R&M VEHICLES	\$348.66	0
6076-218632	MULTI DIV. PARTS	SPRINGFIELD	20240497	02/14/2024	51050540-542410	PW	R&M VEHICLES	\$92.65	0
6076-219167	MULTI DIV. PARTS	SPRINGFIELD	20240497	02/17/2024	51050540-542410	PW	R&M VEHICLES	\$62.99	0

[illegible]

RES PUBLICA GROUP												
1322												
5298	STATEGIC COMMUNICATIONS	CHICAGO	20240594	03/30/2024	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00			0	
RITEMWAY PEST CONTROL, INC.												
1416												
350002	RITEMWAY PEST CONTROL, INC.	ELMHURST	20240554	03/02/2024	11060640-549980	CD	OTHER CONTRACTUAL SERVICE	\$95.00			0	
400059	MARCH SERVICES	ELMHURST	20240577	03/31/2024	11050440-549990	FN	OTHER CONTRACTUAL SERVICE	\$175.00			0	
									270.00			
ROCK VALLEY PUBLISHING, LLC												
6022												
449753	ROCK VALLEY PUBLISHING	MACHESNEY P.	20240451	03/02/2024	11060110-541140	CD	LEGAL NOTICES	\$30.88			0	
449754	ROCK VALLEY PUBLISHING	MACHESNEY P.	20240451	03/02/2024	11060110-541140	CD	LEGAL NOTICES	\$30.88			0	
451031	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20240556	03/16/2024	11060110-541140	CD	LEGAL NOTICES	\$73.63			0	
451085	EASTVIEW BID - AD	MACHESNEY P.	20240510	03/16/2024	11050110-541140	PW	LEGAL NOTICES	\$66.50			0	
451092	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20240556	03/16/2024	11060110-541140	CD	LEGAL NOTICES	\$73.63			0	
451094	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20240556	03/16/2024	11060110-541140	CD	LEGAL NOTICES	\$166.25			0	
451096	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20240556	03/16/2024	11060110-541140	CD	LEGAL NOTICES	\$78.38			0	
451097	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20240556	03/16/2024	11060110-541140	CD	LEGAL NOTICES	\$249.38			0	
451291	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20240556	03/23/2024	11060110-541140	CD	LEGAL NOTICES	\$54.63			0	
									824.16			
ROESCH FORD												
486												
154235	EXHT GAS RE-CIRCLTION VALVES	BENSENVILLE	20240459	02/23/2024	11040110-542410	PD	R&M VEHICLES	\$143.27			0	
155098	6 AIR FILTERS FOR POLICE STOCK	BENSENVILLE	20240457	03/23/2024	11040110-542410	PD	R&M VEHICLES	\$173.16			0	
155100	RADIATOR SUPP SPLSH SHLD-SQ?	BENSENVILLE	20240458	03/27/2024	11040110-542410	PD	R&M VEHICLES	\$127.60			0	
									444.03			
RP ADMIN												
1163												
MARCH 2024	MARCH 2024 INSURANCE ACH	DEERFIELD	20240567	03/31/2024	11000000-214110	AD	PAYROLL DEDUCTN-HEALTH INS	\$175,598.23			9007838	
MARCH 2024	MARCH 2024 INSURANCE ACH	DEERFIELD	20240567	03/31/2024	11000000-214120	AD	PAYROLL DEDUCTN-LIFE INS	\$880.23			9007838	
MARCH 2024	MARCH 2024 INSURANCE ACH	DEERFIELD	20240567	03/31/2024	11000000-214160	AD	PAYROLL DEDUCTN-DENTAL INS	\$7,819.19			9007838	
MARCH 2024	MARCH 2024 INSURANCE ACH	DEERFIELD	20240567	03/31/2024	11000000-214170	AD	PAYROLL DEDUCTN-VISION	\$144.24			9007838	
									184,441.89			
SAFETY-KLEEN SYSTEMS, INC												
906												
93703013	WW TANK CLEANER	RICHARDSON	20240490	03/15/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$548.57			0	
									548.57			

SUBURBAN WELDING & STEEL, LLC
8713

[illegible]

EXPENDITURE APPROVAL LIST
FOR CHECKS DATED: 3/12/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
40076127	1 NEW TIRE-SQ #302-INV #4007612	BENSENVILLE	20240473	03/23/2024	11040110-542410	PD	R&M VEHICLES	\$126.87	0
WEST SIDE TRACTOR SALES CO									
8511									
N49274	OIL FILTER	CHICAGO	20240513	03/16/2024	11050420-542410	PW	R & M VEHICLES	\$180.80	0
N49484	OIL FILTER	CHICAGO	20240513	03/22/2024	11050420-542410	PW	R & M VEHICLES	\$250.54	0
								431.34	
WESTBROOK STRATEGIC CONSULTA									
1198									
275	STRATEGIC CONSULTING	WESTCHESTER	20240593	03/31/2024	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
								3,750.00	
WEX BANK									
996									
95158051	DIESEL EXHAUST FLUID	CAROL STREAM	20240453	03/16/2024	11050440-554110	FN	FUEL/GAS/OIL	\$78.01	9007822
								78.01	

CHECK TOTAL: 1,129,755.61
WIRE/MANUAL TOTAL: 502,211.79
EXPENDITURE TOTAL: 1,631,967.40

TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**02.20.24**DESCRIPTION:**

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Tax Increment Financing Redevelopment Agreement by and Between the Village of Bensenville and A & E Luxury Developments, LLC for Property Located at 800 West Irving Park Road, Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
	<i>Quality Customer Oriented Services</i>	X	<i>Major Business/Corporate Center</i>
X	<i>Safe and Beautiful Village</i>	X	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

Committee of the Whole Recommended Approval 4-0

DATE:

02.20.24

BACKGROUND:

1. The applicant, A & E Luxury Developments, LLC, is requesting TIF funds for redevelopment work and proposed new location for their proposed new 6 story residential and retail operations.
2. The TIF scope of work includes, but not limited to, architectural, site work, plumbing, electrical, demolition, masonry, roofing, carpentry, drywall, insulation, doors, painting, floors, HVAC, fire protection, signage and general conditions.
3. The total project costs are expected to be at least \$15 million.
4. This project received Board approval June 20, 2023.

KEY ISSUES:

1. The incentive for this project is in the form a discount on the sale of the land previously purchased by the Village for \$1,101,272.
2. A & E Luxury Developments, LLC will pay \$125,000 for the land.
3. The project would not move forward "but for" the TIF assistance.
4. The Northern Business District TIF has the funds available to assist with this project.
5. Staff estimates a more than 20% increase in the annual tax bill, upwards of \$350,000, as compared to the former banquet center.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

It is the recommendation of staff that the requested TIF application of A & E Luxury Developments, LLC be approved with the following stipulations.

1. Project participation by the TIF district of \$976,272 as determined by a redevelopment agreement.
2. Committee of the Whole recommended approval 4-0 at the February 20, 2024 meeting.

BUDGET IMPACT:

\$976,272 from the Northern Business Tax Increment Financing District account.

ACTION REQUIRED:

Approval of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Tax Increment Financing Redevelopment Agreement by and Between the Village of Bensenville and A & E Luxury Developments, LLC for Property Located at 800 West Irving Park Road, Bensenville, Illinois.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	2/15/2024	Ordinance
Ordinance O-25-2023 Approving development	2/15/2024	Backup Material
Aerial & Zoning	2/15/2024	Backup Material
Architectural Plans	2/15/2024	Backup Material
800 W Irving Park Rd purchase	2/15/2024	Backup Material
Redevelopment Agreement	3/6/2024	Exhibit

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS AUTHORIZING A TAX INCREMENT FINANCING
REDEVELOPMENT AGREEMENT WITH A & E ENTERPRISES, LLC FOR
THE SALE AND DEVELOPMENT OF VILLAGE OWNED PARCEL OF
PROPERTY COMMONLY KNOWN AS 800 WEST IRVING
PARK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) are charged with the responsibility of protecting the health, safety, and welfare of the residents of the Village; and

WHEREAS, the Village owns a parcel of property commonly known as 800 West Irving Park Road, Bensenville, Illinois, 60106 that is zoned C-2: Commercial District that consist of approximately 71,750 square feet, including an approximate 15,488 square foot vacant commercial building, and identified by permanent index number (PIN) 03-14-118-001-0000 (the “*Property*”); and

WHEREAS, the Village has adopted tax increment financing pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended from time to time (the “*TIF Act*”); and

WHEREAS, the Property is located in the Village of Bensenville North Industrial District Tax Increment Financing District Redevelopment Project Area (the “*Project Area*”); and

WHEREAS, the Village and A & E Enterprises, LLC, an Illinois limited liability corporation (the “*Developer*”) desire to enter into a Tax Increment Finance Redevelopment Agreement by and between the Village of Bensenville and A & E Enterprises, LLC for the Sale and Development of a Village Owned Parcel of Property Commonly Known as 800 West Irving Park Road, Bensenville, Illinois, 60106, a copy of which is attached hereto and made a part hereof, as Exhibit A (the “*Agreement*”) for the sale and development of the Property; and

WHEREAS, the Village is authorized to enter into the Agreement pursuant to the authority granted under the TIF Act; and

WHEREAS, the Village has taken and complied with all necessary acts sufficient to satisfy the requirements of the TIF Act; and

WHEREAS, the Village failed to receive any alternative proposals from third parties pursuant to the alternative bid process instituted in compliance with 65 ILCS 5/11-74.4-4(c) of the TIF Act; and

WHEREAS, the Corporate Authorities in accordance with the authority granted to them by the TIF Act and the Illinois Municipal Code have determined that it is advisable, necessary and in the best interests of the health, safety, and welfare of the residents of the Village and in furtherance of the Redevelopment Plan for the Project Area to enter into the Agreement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with such necessary changes as may be authorized by the Village Manager, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. That the Village President, Village Manager, Village Clerk and Village Attorney are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms, and conditions thereof, as therein described and the Village Manager, Finance Director, and Village Attorney are further authorized to prepare and execute any such document and undertake all required action in accordance with the Agreement to effectuate the conveyance and development of the Property.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby further authorized to take such actions and incur such costs as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of _____ 2024, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Agreement

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 25-2023

**An Ordinance Granting Approval of Site Plan Review and Variations to
Construct a New 6-Story Mixed-Use Residential Building at
800 W Irving Park Road, Bensenville, Illinois**

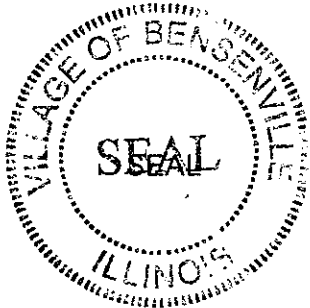
**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 20th DAY OF JUNE 2023**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Bensenville, DuPage and Cook Counties, Illinois this 21st day of June, 2023

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 25-2023 entitled An Ordinance Granting Approval of Site Plan Review and Variations to Construct a New 6-Story Mixed-Use Residential Building at 800 W Irving Park Road, Bensenville, Illinois.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this
21st day of June 2023.





Corey Williamsen
Deputy Village Clerk

ORDINANCE # 25-2023

**AN ORDINANCE GRANTING APPROVAL OF SITE PLAN REVIEW AND
VARIATIONS TO CONSTRUCT A NEW 6-STORY MIXED-USE RESIDENTIAL
BUILDING AT 800 W IRVING PARK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Village of Bensenville (“Owner”) of 12 S Center Street, Bensenville, IL 60106 and A&E Luxury Apartments, LLC (“Applicant”) of 9610 Franklin Avenue, Unit 1, Franklin Park, IL 60131, filed an application for Site Plan Review, Municipal Code Section 10-3-2, Variation, Maximum Impervious Coverage, Municipal Code Section 10-6-18-1, Variation, Maximum Corner Side Setback, Municipal Code Section 10-6-18-1, Variation, Required Bicycle Parking, Municipal Code Section 10-8-5, Variation, C-2 District Parking Row Standard, Municipal Code Section 10-8-6L, Variation, Frontage Sidewalk Width, Municipal Code Section 10-8-7E-4, Variation, Driveway Location, Municipal Code Section 10-8-8A, Variation, Driveway Intersection Distance, Municipal Code Section 10-8-8B, Variation, Tree Preservation Replacement Rate, Municipal Code Section 10-9-2B-1a, Variation, Street Tree Requirements, Municipal Code Section 10-9-4, Variation, Parking Lot Landscaping, Municipal Code Section 10-9-5, and Variation, Buffer Yard Requirements, Municipal Code Section 10-9-6, of the Bensenville Village Zoning Ordinance (“Zoning Ordinance”) for the property located at 800 W Irving Park Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Site Plan Review and Variations sought by the Applicant was published in the Bensenville Independent on Thursday, May 18, 2023 by the Village of Bensenville, and notice was also given via posting of two Public

Hearing Signs on the Subject Property on Friday, May 19, 2023, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Friday, May 19, 2023, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 6, 2023, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, on June 6, 2023, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted unanimously (6-0) to recommend approval with conditions of Site Plan Review, Municipal Code Section 10-3-2, Variation, Maximum Impervious Coverage, Municipal Code Section 10-6-18-1, Variation, Maximum Corner Side Setback, Municipal Code Section 10-6-18-1, Variation, Required Bicycle Parking, Municipal Code Section 10-8-5, Variation, C-2 District Parking Row Standard, Municipal Code Section 10-8-6L, Variation, Frontage Sidewalk Width, Municipal Code Section 10-8-7E-4, Variation, Driveway Location, Municipal Code Section 10-8-8A, Variation, Driveway Intersection Distance, Municipal Code Section 10-8-8B, Variation, Tree Preservation Replacement Rate, Municipal Code Section 10-9-2B-1a, Variation, Street Tree Requirements, Municipal Code Section 10-9-4, Variation, Parking Lot Landscaping, Municipal Code Section 10-9-5, and Variation, Buffer Yard Requirements, Municipal Code Section 10-9-6, and forwarded its recommendations, including the Staff Report and findings relative to the requests, to the President and Board of Village Trustees, which concurred with the recommendations made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, On June 20, 2023, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval with conditions of the requested Site Plan Review, Municipal Code Section 10-3-2, Variation, Maximum Impervious Coverage, Municipal Code Section 10-6-18-1, Variation, Maximum Corner Side Setback, Municipal Code Section 10-6-18-1, Variation, Required Bicycle Parking, Municipal Code Section 10-8-5, Variation, C-2 District Parking Row Standard, Municipal Code Section 10-8-6L, Variation, Frontage Sidewalk Width, Municipal Code Section 10-8-7E-4, Variation, Driveway Location, Municipal Code Section 10-8-8A, Variation, Driveway Intersection Distance, Municipal Code Section 10-8-8B, Variation, Tree Preservation Replacement Rate, Municipal Code Section 10-9-2B-1a, Variation, Street Tree Requirements, Municipal Code Section 10-9-4, Variation, Parking Lot Landscaping, Municipal Code Section 10-9-5, and Variation, Buffer Yard Requirements, Municipal Code Section 10-9-6, as recommended by the Community Development Commission, is consistent with the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

Section 1. That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. That the Subject Property is currently zoned under the Zoning Ordinance as C-2: Commercial District, which zoning classification shall remain in effect subject to the Site Plan Review and Variations approved herein.

Section 3. That the Staff Report and Recommendations to approve with conditions the Site Plan Review, Variation, Maximum Impervious Coverage, Variation, Maximum Corner Side

Setback, Variation, Required Bicycle Parking, Variation, C-2 District Parking Row Standard, Variation, Frontage Sidewalk Width, Variation, Driveway Location, Variation, Driveway Intersection Distance, Variation, Tree Preservation Replacement Rate, Variation, Street Tree Requirements, Variation, Parking Lot Landscaping, and Variation, Buffer Yard Requirements, as sought by the Applicant, as allowed by the Zoning Ordinance, Sections 10-3-2, 10-6-18-1, 10-8-5, 10-8-6L, 10-8-7E-4, 10-8-8A, 10-8-8B, 10-9-2B-1a, 10-9-4, 10-9-5, and 10-9-6, as adopted by the Community Development Commission as shown in Exhibit “B”, is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Site Plan Review and Variations are proper and necessary.

Section 4. That the Site Plan Review, Municipal Code Section 10-3-2, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

- 1) A National Pollutant Discharge Elimination System (NPDES) permit is required for discharge of storm water;
- 2) A traffic study must be completed showing the proposed impacts of the development on the Irving Park Road and Eastview intersection;
- 3) The existing driveways leading to Irving Park Road shall be maintained. Cross access to the adjacent parcel at the northeast corner of the property shall be maintained;
- 4) Access to rear parking lot shall be available for commercial uses. Access may not be restricted to resident only parking within the rear (south) parking lot;
- 5) Anticipated sanitary flows shall be provided to confirm the sewer system has the capacity to handle the proposed development;
- 6) A 5' sidewalk within the Eastview Avenue right-of-way must be provided when this site develops to connect the sidewalk at the SW corner of the property to Irving Park Road;
- 7) Sidewalk improvements along Irving Park Road must conform to the Village's Irving Park Road streetscape corridor stamped concrete standards;
- 8) Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-55, SU, Passenger Cars, etc.);
- 9) Final architectural design of the principal structure to be approved by Zoning Administrator prior to permit approval;
- 10) Final Landscape plan to be approved by zoning administrator prior to permit approval;
- 11) The property be developed in general compliance, except as amended and requested herein, with the plans submitted by Agama Designs Architecture, dated 12/23/2022, Ridgeline Consultants, LLC, dated 05/26/2023, and all other Village Code Requirements.

Section 5. That the Variation, Maximum Impervious Coverage, Municipal Code Section 10-6-18-1, as sought by the Applicant of the Subject Property, is hereby approved.

Section 6. That the Variation, Maximum Corner Side Setback, Municipal Code Section 10-6-18-1, as sought by the Applicant of the Subject Property, is hereby approved.

Section 7. That the Variation, Required Bicycle Parking, Municipal Code Section 10-8-5, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

- 1) Applicant shall provide long-term bicycle storage parking within the building along with the proposed storage units available for rent;
- 2) Short term bicycle parking spaces shall be incorporated on the property during permitting.

Section 8. That the Variation, C-2 District Parking Row Standard, Municipal Code Section 10-8-6L, as sought by the Applicant of the Subject Property, is hereby approved.

Section 9. That the Variation, Frontage Sidewalk Width, Municipal Code Section 10-8-7E-4, as sought by the Applicant of the Subject Property, is hereby approved.

Section 10. That the Variation, Driveway Location, Municipal Code Section 10-8-8A, as sought by the Applicant of the Subject Property, is hereby approved.

Section 11. That the Variation, Driveway Intersection Distance, Municipal Code Section 10-8-8B, as sought by the Applicant of the Subject Property, is hereby approved

Section 12. That the Variation, Tree Preservation Replacement Rate, Municipal Code Section 10-9-2B-1a, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

- 1) Applicant shall attempt to preserve the existing trees on the north side of the property. If the Tree Preservation Replacement Rate cannot be fully met, then the applicant shall coordinate with staff to determine an appropriate fee-in-lieu for the remaining required tree replacement, to be approved by the Zoning Administrator.

Section 13. That the Variation, Street Tree Requirements, Municipal Code Section 10-9-4, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

- 1) Applicant shall plant the required number of street trees per code within the Eastview Right-of-Way.

Section 14. That the Variation, Parking Lot Landscaping, Municipal Code Section 10-9-5, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

- 1) Applicant shall provide trees within each landscape island and within landscape areas terminating parking rows whenever feasible;
- 2) Rear lot middle parking row shall be terminated with curbed landscape islands on each side and trees shall be planted within the landscape islands;
- 3) Furthest north parking row shall incorporate parking lot islands and trees to provide tree canopy along the Irving Park Road frontage.

Section 15. That the Variation, Buffer Yard Requirements, Municipal Code Section 10-9-6, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

- 1) Applicant shall install a 6' opaque fence along the south property line to screen from the south adjacent properties;
- 2) Applicant shall provide landscaping plantings within the east buffer yard south of the proposed building to be approved by Zoning Administrator in final landscape plan.

Section 16. That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Site Plan Review and Variations approved herein.

Section 17. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 18. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 20th day of June 2023, pursuant to a roll call vote, as follows:

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYES: None

ABSENT: Perez

Ordinance # 25 - 2023
Exhibit "A"

The Legal Description is as follows:

THE WEST 294.00 FEET OF LOT 1, AS MEASURED ON THE NORTH AND SOUTH LINES, IN BLOCK ONE IN SNOBERG CONSTRUCTION COMPANY'S SUBDIVISION OF LOT 2 IN OWNERS ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID SNOBERG CONSTRUCTION COMPANY'S SUBDIVISION RECORDED FEBRUARY 18, 1960 AS DOCUMENT 956169 EXCEPTING THEREFROM THE NORTH 135.00 FEET OF THE EAST 7.00 FEET OF SAID WEST 294.00 FEET, AS MEASURED ALONG SAID NORTH AND SOUTH LINES, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 800 W Irving Park Road, Bensenville, IL 60106.

Ordinance # 25 - 2023
Exhibit “B”
Findings of Fact

Mr. Arquette reviewed the Approval Standards for the proposed site plan review consisting of:

1. **Surrounding Character:** The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.

Applicant’s Response: Site Plan provides for retail space on ground floor with retail parking consistent with the other C-2 uses and the residential component incorporates sufficient amenities and green-space for residential use-consistent with the R-5 uses of the surrounding properties.

2. **Neighborhood Impact:** The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.

Applicant’s Response: The proposed development will not adversely impact adjacent properties. The increased luxury residential dwellings will help promote the growth of the commercial spaces of adjacent properties. The retail will offer existing residential properties access to new commercial amenities.

3. **Public Facilities:** The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.

Applicant’s Response: Vehicular traffic is split through multiple entry & exit point to maintain ease of vehicular movement. Underground parking and indoor parking is provided in addition to surface parking that exceeds the required parking standards. Drainage and stormwater flow paths are consistent with the existing drainage and do not disrupt stormwater flow. Exterior lighting is used to enhance the architectural features of the building as well as the site, and provides sufficient lighting for pathways and parking lot coverage with consideration for undue light cast on surrounding properties.

4. **Environmental Preservation:** The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.

Applicant's Response: West property line, improves and maximizes green-space with new trees and shrubs.

5. **On-Site Pedestrian Circulation System:** The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.

Applicant's Response: The site plan incorporates sidewalks from parking to building, from both the north and south.

6. **Vehicle Ingress and Egress:** The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.

Applicant's Response: Diverting vehicular traffic through multiple entry and exit points improves safety and functionality of the site plan.

7. **Architectural Design:** The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.

Applicant's Response: Provided.

8. **Consistent with Title and Plan:** The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The site plan is consistent with the intent of the Comprehensive Plan, as a mixed-use development it achieves the dual goal of bringing commercial uses for Bensenville residents while also attracting new residents who will contribute positively to the Bensenville economy.

Mr. Arquette reviewed the Approval Standards for the proposed variances consisting of:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variations do not endanger the health, safety, comfort, convenience, and general welfare of the public. Impervious area is in fact being reduced, green space is being increased, tree plantings are being increased, and privacy to surrounding properties is being improved relative to the current state of the property.

2. Compatible with Surrounding Character: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variations are compatible with the character of adjacent properties; perimeter buffers, additional trees along east view, and landscaped islands will be provided. The reconstruction will improve the current state of the public right-of-ways.

3. Undue Hardship: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variations alleviate undue hardship as they will improve traffic flows, reduce impervious area, and increase green-space.

4. Unique Physical Attributes: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The request for variations is due to the existing physical attributes of the subject property which were not deliberately created by the applicant.

5. Minimum Deviation Needed: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variations are the minimum deviations necessary and significantly improve the public ways to modern standards, significantly improve traffic flow, and green-space.

6. Consistent with Ordinance and Plan: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposal is consistent with the intent of the Comprehensive Plan, and all other land use policies of the Village. The proposed development will be a highlight and application of the Comprehensive Plan's intent to create a beautiful and vibrant community.

Mr. Arquette stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Site Plan Review at 800 W Irving Park Road with the following conditions:
 - a. A National Pollutant Discharge Elimination System (NPDES) permit is required for discharge of storm water;
 - b. A traffic study must be completed showing the proposed impacts of the development on the Irving Park Road and Eastview intersection;
 - c. The existing driveways leading to Irving Park Road shall be maintained. Cross access to the adjacent parcel at the northeast corner of the property shall be maintained;
 - d. Access to rear parking lot shall be available for commercial uses. Access may not be restricted to resident only parking within the rear (south) parking lot;
 - e. Anticipated sanitary flows shall be provided to confirm the sewer system has the capacity to handle the proposed development;
 - f. A 5' sidewalk within the Eastview Avenue right-of-way must be provided when this site develops to connect the sidewalk at the SW corner of the property to Irving Park Road;
 - g. Sidewalk improvements along Irving Park Road must conform to the Village's Irving Park Road streetscape corridor stamped concrete standards.
 - h. Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-55, SU, Passenger Cars, etc.);
 - i. Final architectural design of the principal structure to be approved by Zoning Administrator prior to permit approval;
 - j. Final Landscape plan to be approved by zoning administrator prior to permit approval;
 - k. The property be developed in general compliance, except as amended and requested herein, with the plans submitted by Agama Designs Architecture, dated 12/23/2022, Ridgeline

Consultants, LLC, dated 05/26/2023, and all other Village Code Requirements;

2. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Maximum Impervious Coverage.
3. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Maximum Corner Side Setback.
4. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Required Bicycle Parking with the following conditions:
 - a. Applicant shall provide long-term bicycle storage parking within the building along with the proposed storage units available for rent;
 - b. Short term bicycle parking spaces shall be incorporated on the property during permitting.
5. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for C-2 District Parking Row Standard.
6. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Frontage Sidewalk Width.
7. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Driveway Location.
8. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Driveway Intersection Distance.
9. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Tree Preservation Replacement Rate with the following conditions:
 - a. Applicant shall attempt to preserve the existing trees on the north side of the property. If the Tree Preservation Replacement Rate cannot be fully met, then the applicant shall coordinate with staff to determine an appropriate fee-in-lieu for the remaining required tree replacement, to be approved by the Zoning Administrator.
10. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Street Tree Requirements with the following conditions:
 - a. Applicant shall plant the required number of street trees per code within the Eastview Right-of-Way.

11. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Parking Lot Landscaping with the following conditions:
 - a. Applicant shall provide trees within each landscape island and within landscape areas terminating parking rows whenever feasible;
 - b. Rear lot middle parking row shall be terminated with curbed landscape islands on each side and trees shall be planted within the landscape islands;
 - c. Furthest north parking row shall incorporate parking lot islands and trees to provide tree canopy along the Irving Park Road frontage.
12. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Buffer Yard Requirements with the following conditions:
 - a. Applicant shall install a 6' opaque fence along the south property line to screen from the south adjacent properties;
 - b. Applicant shall provide landscaping plantings within the east buffer yard south of the proposed building to be approved by Zoning Administrator in final landscape plan.

Motion: Commissioner Rott made a motion to close CDC Case No. 2023-17. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2023-17 at 8:45 p.m.

Motion: Commissioner Rott made a motion to approve the Site Plan Review, Municipal Code Section 10-3-2 with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Maximum Impervious Coverage, Municipal Code Section 10-6-18-1 with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Maximum Corner Side Setback, Municipal Code Section 10-6-18-1 with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Required Bicycle Parking, Municipal Code Section 10-8-5 with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, C-2 District Parking Row Standard, Municipal Code Section 10-8-6L with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Frontage Sidewalk Width, Municipal Code Section 10-8-7E-4 with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Chambers made a motion to approve Variation, Driveway Location, Municipal Code Section 10-8-8A with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Driveway Intersection Distance, Municipal Code Section 10-8-8B with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Tree Preservation Replacement Rate, Municipal Code Section 10-9-2B-1a with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Street Tree Requirements, Municipal Code Section 10-9-4 with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Parking Lot Landscaping, Municipal Code Section 10-9-5 with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rott made a motion to approve Variation, Buffer Yard Requirements, Municipal Code Section 10-9-6 with Staff's Recommendations. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission



BENSENVILLE

GATEWAY TO OPPORTUNITY

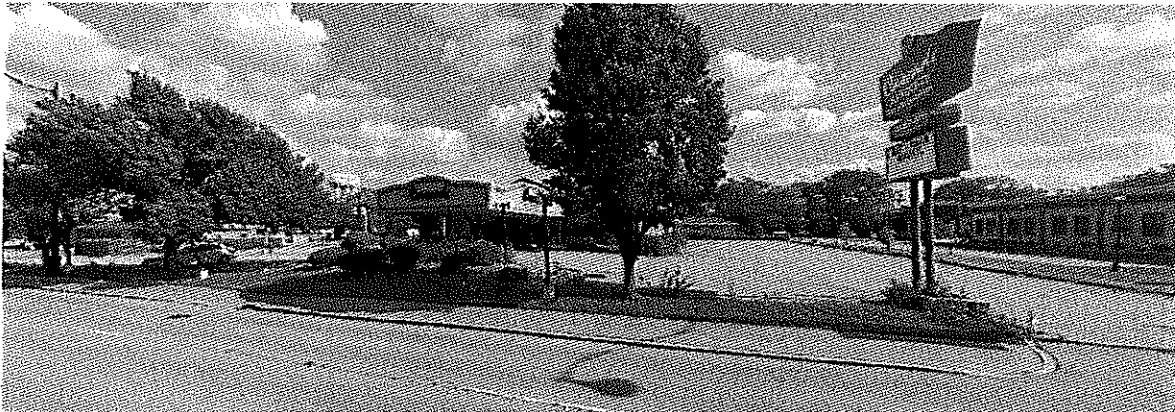
Community Development Commission
Public Hearing 06.06.23

CDC Case #2023 - 17

A&E Luxury Apartments, LLC
800 W Irving Park Road

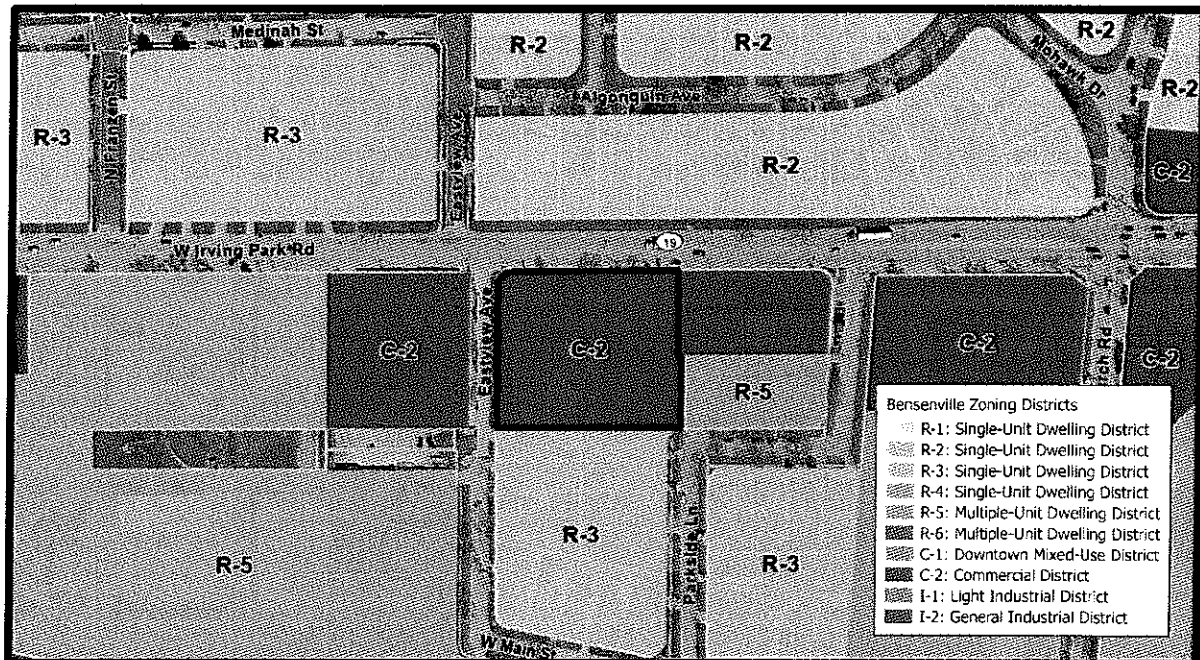
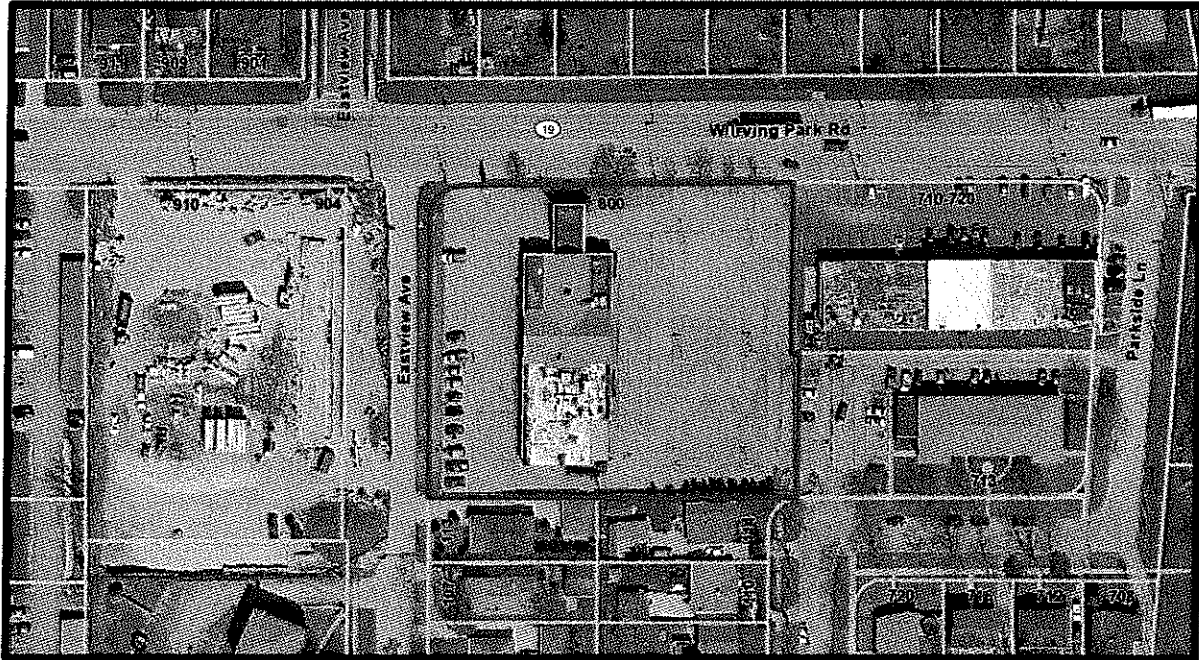
Site Plan Review & Variations
Municipal Code Sections 10 – 3 – 2 & Various

1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans





Village of Bensenville



**LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, June 6, 2023 at 6:30 P.M., at which a Public Hearing will be held to review case No. 2023 - 17 to consider a request for:

Site Plan Review
Municipal Code Section 10 – 3 – 2

Variation, Maximum Impervious Coverage
Municipal Code Section 10 – 6 – 18 – 1

Variation, Maximum Corner Side Setback
Municipal Code Section 10 – 6 – 18 – 1

Variation, Required Bicycle Parking
Municipal Code Section 10 – 8 – 5

Variation, C-2 District Parking Row Standard
Municipal Code Section 10 – 8 – 6L

Variation, Frontage Sidewalk Width
Municipal Code Section 10 – 8 – 7E – 4

Variation, Driveway Location
Municipal Code Section 10 – 8 – 8A

Variation, Driveway Intersection Distance
Municipal Code Section 10 – 8 – 8B

Variation, Tree Preservation Replacement Rate
Municipal Code Section 10 – 9 – 2B – 1a

Variation, Street Tree Requirements
Municipal Code Section 10 – 9 – 4

Variation, Parking Lot Landscaping
Municipal Code Section 10 – 9 – 5

Variation, Buffer Yard Requirements
Municipal Code Section 10 – 9 – 6

At 800 W Irving Park Road in an existing C-2 Commercial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Legal Description is as follows:

THE WEST 294.00 FEET OF LOT 1, AS MEASURED ON THE NORTH AND SOUTH LINES, IN BLOCK ONE IN SNOBERG CONSTRUCTION COMPANY'S SUBDIVISION OF LOT 2 IN OWNERS ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID SNOBERG CONSTRUCTION COMPANY'S SUBDIVISION RECORDED FEBRUARY 18, 1960 AS DOCUMENT 956169 EXCEPTING THEREFROM THE NORTH 135.00 FEET OF THE EAST 7.00 FEET OF SAID WEST 294.00 FEET, AS MEASURED ALONG SAID NORTH AND SOUTH LINES, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 800 W Irving Park Road, Bensenville, IL 60106.

Village of Bensenville of 12 S Center Street, Bensenville, IL 60106 is the owner and A&E Luxury Apartments, LLC of 9610 Franklin Avenue, Unit 1, Franklin Park, IL 60131 is the applicant for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. A link for electronic viewing will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through June 6, 2023 until 5:00 P.M

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
May 18, 2023

For Office Use Only		
Date of Submission: 05.02.13	MUNIS Account #: 12982	CDC Case #: 2023-17

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 800 W Irving Park Rd., Bensenville, IL

Property Index Number(s) (PIN): 03-14-118-001

A. PROPERTY OWNER:

VILLAGE OF BENSENVILLE

Name Corporation (if applicable)

12 S CENTER STREET

Street

BENSENVILLE

City

IL

State

60106

Zip Code

Contact Person

Telephone Number

Email Address

*If Owner is a Land Trust, attach a list of the names and addresses of the beneficiaries of the Trust.

B. APPLICANT:

☐ Check box if same as owner

A&E Luxury Apartments, LLC

Name Corporation (if applicable)

9610 Franklin Ave., Unit 1

Street

Franklin Park

City

IL

State

60131

Zip Code

Pete Baftiri

Contact Person

312-900-5000

Telephone Number

aeluxurybuilders@gmail.com

Email Address

B. ACTION REQUESTED (Check applicable):

- ☒ Site Plan Review
- ☐ Special Use Permit
- ☒ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☐ Affidavit of Ownership** (signed/notarized)
- ☐ Application**
- ☐ Approval Standards**
- ☐ Plat of Survey/Legal Description
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☐ Application Fees
- ☐ Fees agreement**

**Item located within this application packet.

Brief Description of Request(s): (Submit separate sheet if necessary)

Mixed-use development approx. 115 dwelling units

C. PROJECT DATA:

1. General description of the site: parking lot with existing banquet-hall structure
2. Acreage of the site: 1.66 Building Size (if applicable): approx. 150,000sqft
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

Site plan

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	C-2	Commercial/Vacant	Village of Bensenville
North:	R-2	Residential	Village of Bensenville
South:	R-3	Residential	Village of Bensenville
East:	R-5 & C-2	Commercial/Multiple use	Village of Bensenville
West:	C-2	Commercial	Village of Bensenville

D. APPROVAL STANDARDS:

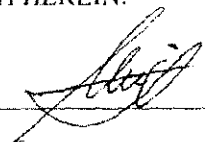
The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the appropriate Approval Standards, found in Village Code and on the following pages. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Standards."

Upon the failure of the Petitioner/Applicant to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of \$5.00 per month, shall be added to the amount due until such amount, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

BY SIGNING BELOW, THE PETITIONER/APPLICANT ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, THE SIGNATORY WARRANTS THAT THEY POSSESS FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AGREES THAT THEY SHALL BE LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

PEPE BARTOLI 
Petitioner/Applicant

05-02-2023
Date

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE AND COOK)

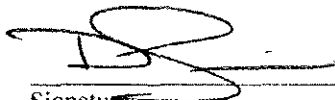
AFFIDAVIT OF OWNERSHIP

I, FRANK DeSimone the undersigned Affiant, being first duly sworn, on oath states:

1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;
2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;
3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.

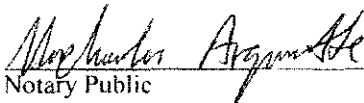
IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this

5th day of, MAY, 2023.


Signature

SUBSCRIBED and SWORN to

before me this 5th day of, MAY, 2023.


Notary Public



Approval Standards for Site Plan Review

1. The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.

Response: Site plan provides for retail space on ground floor with retail parking consistent with the other C-2 uses and the residential component incorporates sufficient amenities and green-space for residential use- consistent with the R-5 uses of the surrounding properties

2. The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.

Response: The proposed development will not adversely impact adjacent properties. The increased luxury residential dwellings will help promote the growth of the commercial spaces of adjacent properties. The retail will offer existing residential properties access to new commercial amenities.

3. The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.

Response: Vehicular traffic is split through multiple entry & exit point to maintain ease of vehicular movement. Underground parking and indoor parking is provided in addition to surface parking that exceeds the required parking standards. Drainage and stormwater flow paths are consistent with the existing drainage and do not disrupt stormwater flow. Exterior lighting is used to enhance the architectural features of the building as well as the site, and provides sufficient lighting for pathways and parking lot coverage with consideration for undue light cast on surrounding properties.

4. The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.

Response: West property line, improves and maximizes green-space with new trees and shrubs.

5. The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.

Response: The site plan incorporates sidewalks from parking to building, from both the north and south.

6. The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.

Response: Provided. Diverting vehicular traffic through multiple entry and exit points improves safety and functionality of the site plan.

7. The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.

Response: Provided.

8. The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Response: The site plan is consistent with the intent of the Comprehensive plan, as a mixed-use development it achieves the dual goal of brining commercial uses for Bensenville residents while also attracting new residents who will contribute positively to the Bensenville economy.



A&E Luxury Apartments, LLC

630-696-7431 AELuxuryBuilders@gmail.com

9610 Franklin Ave., Franklin Park, IL 60131

May 26, 2023

RE: Approval Standard for Variation

Community Development Commission
Village of Bensenville
12 South Center St.,
Bensenville, IL 60106

APPROVAL STANDARDS FOR VARIATIONS:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variations do not endanger the health, safety, comfort, convenience, and general welfare of the public. Impervious area is in fact being reduced, green space is being increased, tree plantings are being increased, and privacy to surrounding properties is being improved relative to the current state of the property.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variations are compatible with the character of adjacent properties; perimeter buffers, additional trees along east view, and landscaped islands will be provided. The reconstruction will improve the current state of the public right-of-ways.

3. **Undue Hardship:** The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variations alleviate undue hardship as they will improve traffic flows, reduce impervious area, and increase green-space.

4. Unique Physical Attributes: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The request for variations is due to the existing physical attributes of the subject property which were not deliberately created by the applicant.

5. Minimum Deviation Needed: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

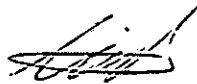
Applicant's Response: The proposed variations are the minimum deviations necessary and significantly improve the public ways to modern standards, significantly improve traffic flow, and green-space.

6. Consistent with Ordinance and Plan: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposal is consistent with the intent of the Comprehensive Plan, and all other land use policies of the Village. The proposed development will be a highlight and application of the Comprehensive Plan's intent to create a beautiful and vibrant community.

Thank you again for your consideration. We are excited to bring a brand new luxury development to the exciting Bensenville community.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Baftiri", with a stylized flourish at the end.

Pete Baftiri

A&E Luxury Apartments, LLC



BENSENVILLE

COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: June 6, 2023
CASE #: 2023 – 17
PROPERTY: 800 W Irving Park Road
PROPERTY OWNER: Village of Bensenville
APPLICANT: A&E Luxury Apartments, LLC
SITE SIZE: 72,725 SF
BUILDING SIZE: 6 Story, 148,680 SF
PIN NUMBER: 03-14-118-001
ZONING: C – 2 Commercial District
REQUEST: Site Plan Review
Municipal Code Section 10 – 3 – 2
Variation, Maximum Impervious Coverage
Municipal Code Section 10 – 6 – 18 – 1
Variation, Maximum Corner Side Setback
Municipal Code Section 10 – 6 – 18 – 1
Variation, Required Bicycle Parking
Municipal Code Section 10 – 8 – 5
Variation, C-2 District Parking Row Standard
Municipal Code Section 10 – 8 – 6L
Variation, Frontage Sidewalk Width
Municipal Code Section 10 – 8 – 7E – 4
Variation, Driveway Location
Municipal Code Section 10 – 8 – 8A
Variation, Driveway Intersection Distance
Municipal Code Section 10 – 8 – 8B
Variation, Tree Preservation Replacement Rate
Municipal Code Section 10 – 9 – 2B – 1a
Variation, Street Tree Requirements
Municipal Code Section 10 – 9 – 4
Variation, Parking Lot Landscaping
Municipal Code Section 10 – 9 – 5
Variation, Buffer Yard Requirements
Municipal Code Section 10 – 9 – 6

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday May 18, 2023. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted two Notice of Public Hearing signs on the property, visible from the public way on Friday, May 19, 2023.
3. On Friday, May 19, 2023, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner, A & E Luxury Apartments, LLC, is seeking approval of Site Plan Review and Variations to construct a new Mixed-use development on the existing site with a vacant former banquet hall and parking lot. The proposed development includes retail space on the ground floor along with approximately 115 dwelling units located above that. The basement floor plan includes an underground parking garage with 66 Parking spaces (2 accessible) and individual storage units. The first floor includes Retail space along Irving Park Road, a 16 space parking garage, vestibule, conference room, club room, exercise room, and a dedicated garage area. The 2nd through 6th floors include a mixture of 1 and 2 bedroom apartment units, as well as additional storage spaces. There are 23 units per floor, for a total of 115 dwelling units, and 184 total parking spaces (82 garage spaces). Access to the property is proposed to be located off Eastview Avenue and Irving Park Road, with a two-way driveway accessing the front parking lot, and a two-way driveway accessing the rear lot. Commercial parking is located on the north side of the proposed development, and residential parking is located within and on the south side of the proposed development.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C – 2	Vacant	Local Commercial	Village of Bensenville
North	R – 2	Residential	Single Family Residential	Village of Bensenville
South	R – 3	Residential	Single Family Residential	Village of Bensenville
East	C – 2/R-5	Commercial/Residential	Local Commercial/Multi-Family Residential	Village of Bensenville
West	C – 2	Commercial	Multi-Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	Financially Sound Village
<input type="checkbox"/>	Quality Customer Oriented Services
<input checked="" type="checkbox"/>	Safe and Beautiful Village
<input checked="" type="checkbox"/>	Enrich the lives of Residents
<input checked="" type="checkbox"/>	Major Business/Corporate Center
<input checked="" type="checkbox"/>	Vibrant Major Corridors

Finance:

- 1) If taken possession of, A & E Luxury Apartments, LLC, will need to complete a service application for the property prior to closing.

Police:

- 1) No Objections.

Engineering and Public Works:

- 1) Stormwater Detention: Article 15-72.A.1 of the DuPage County Stormwater and Flood Plain Ordinance (DCSFPO) states that stormwater detention is required if the impervious area is being increased by at least 25,000 square feet since February 15, 1992. A comparison of the existing conditions as it existed on February 15, 1992 to the proposed conditions, the proposed development will decrease the existing impervious area 1,228 square feet. The total lot area per the proposed plan provided is 72,725 square feet. In accordance with DCSFPO, stormwater detention is not required for this proposed development.
- 2) Best Management Practices: Section 15-63 of the DCSFPO states that on-site postconstruction best management practices (PCBMPs) and volume control best management practices (VCBMPs) are required to treat stormwater runoff for pollutants and reduce runoff volume for all developments with 2,500 square feet or more net new impervious area since April 23, 2013. Based upon a comparison of the existing conditions since April 2013, the proposed development will result in a net decrease of impervious area. In accordance with DCSFPO, PCBMPs will not be required for this proposed development. Comparison of the impervious area must be documented in a stormwater report.
- 3) Sediment & Erosion Control: The construction area (disturbed area) will exceed 1 acre, so a National Pollutant Discharge Elimination System (NPDES) permit is required for discharge of storm water. Also, all erosion control measures must meet all the requirements listed in Sections 15-58 through 15-60 of the DCSFPO.
- 4) Floodplain: The site includes no regulatory floodplain as shown on FEMA FIRM Map number 17043C0079J dated August 1, 2019. The nearest regulatory flood plain is the Zone AE floodplain of Silver Creek located approximately 300 feet east of the site with an elevation of +/-666. Because the site is entirely outside the limits of the 100-year flood plain, compensatory storage will not be required for any proposed fill.
- 5) Wetlands and Buffers: It does not appear there are wetlands or wetland buffers on the site. However, it is the responsibility of the applicant to identify any existing special management areas on site and properly mitigate them.
- 6) Permits: The proposed improvement will require a Village of Bensenville Stormwater Permit since the area disturbed by construction is greater than 5,000 square feet. Since no impacts are proposed to Special Management Areas, the submittal does not require submittal to the DuPage County Stormwater for review and certification.

An Illinois Department of Transportation (IDOT) highway permit will be required for proposed work in the Irving Park Road (IL Route 19) right-of-way.

An IEPA-Sanitary Permit will be required for the new building's sanitary service. Depending on the proposed water service, an IEPA-watermain permit may be required for any scope of work larger than a water service connection to the Village's watermain.

- 7) A traffic study must be completed showing the proposed impacts of the development on the Irving Park Road and Eastview intersection. There are concerns about the amount of traffic trying to make left turns in and out of Eastview Avenue with no traffic control devices. IDOT will require the same to be completed due to access changes proposed to the entrances on Irving Park Road.
- 8) Cross-access to the plaza at 710-720 would seem to make sense for both ingress/egress as well as emergency equipment access on the Commercial Side parking lot. Alternatively, an entrance to Irving Park Road near the east property line should be provided.
- 9) Cross-access to the property of 713 Parkside Lane exists today, but is not shown in the proposed conditions. All residential traffic is utilizing one entrance for both ingress/egress out to Eastview Lane.
- 10) Eastview Avenue is sub-standard in width from Irving Park Road to a point approximately 50 feet south of the property. Based on the proposed traffic from this development, the roadway needs to be widened to the Village Standard cross section in this section to accommodate the future traffic.
- 11) The proposed utilities show a 6" sanitary sewer connection to Eastview. This sewer heads south to the Village lift station at the former police station. Anticipated flows will need to be provided to confirm the sewer system has the capacity to handle the proposed development.
- 12) Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-55, SU, Passenger Cars, etc.) as it is unclear where deliveries would happen for the commercial and residential sides of the building, respectively.
- 13) A 5' sidewalk within the Eastview Avenue right-of-way must be provided when this site develops to connect the sidewalk at the SW corner of the property to Irving Park Road.
- 14) Sidewalk improvements along Irving Park Road must conform to the Village's Irving Park Road streetscape corridor stamped concrete standards.
- 15) These are general comments that we can ascertain based on the information provided as part of this CDC submittal. Further engineering review will be performed during the permit process, if approved.

Community & Economic Development:

Economic Development:

- 1) The former Cascade Banquet site had sat vacant for almost two years in disrepair.
- 2) The Village bought this property in 2021 for \$1.1 million utilizing TIF funding in order to control the future development of the site.
- 3) The site will be sold at a discount to entice the development.
- 4) The 2021 property taxes are based on a \$381,120 valuation.
- 5) Total 2021 tax bill was \$17,211.19.
- 6) Staff estimates the new development will be valued much higher. A similar property on N Walnut St is valued at \$213,103/unit.
- 7) The proposed building is 148,680 SF (including garage) and 115 units.
- 8) Staff estimates the building to be valued at roughly a \$25 million sales price.
- 9) Staff estimates taxes to be close to \$300,000 once completed.
- 10) This mixed-use project also includes retail space, with the possibility of a retail sales establishment leasing the space in the future bringing in retail sales tax.

Fire Safety:

- 1) No Comments.

Building:

- 1) No Comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Local Commercial” for this property.
- 2) The current zoning is C-2 Commercial District.
- 3) The Petitioner is seeking approval of Site Plan Review and Variations to construct a new Mixed-use development on the existing site with a vacant former banquet hall and parking lot. The proposed development includes retail space on the ground floor along with approximately 115 dwelling units located above that. The basement floor plan includes an underground parking garage with 66 Parking spaces (2 accessible) and individual storage units. The first floor includes Retail space along Irving Park Road, a 16 space parking garage, vestibule, conference room, club room, exercise room, and a dedicated garage area. The 2nd through 6th floors include a mixture of 1 and 2 bedroom apartment units, as well as additional storage spaces. There are 23 units per floor, for a total of 115 dwelling units, and 184 total parking spaces (82 garage spaces). Access to the property is proposed to be located off Eastview Avenue and Irving Park Road, with a two-way driveway accessing the front parking lot, and a two-way driveway accessing the rear lot. Commercial parking is located on the north side of the proposed development, and residential parking is located within and on the south side of the proposed development.

a. *Applicant Response: The proposed development is a 6-story building with ground floor retail. Floors 2-6 are residential – to be noted on revised Architectural plans.*

- 4) Per Village Code Section 10-6-18-1 C-2 District Requirements the following are required:
 - a. There are no minimum lot area requirements.
 - b. The minimum lot width is 50'.
 - i. The width of the lot exceeds 225' feet.
 - c. There is no maximum principal building height in the C-2 District
 - d. Maximum impervious coverage is 90%.
 - i. The petitioner is requesting a variation from this requirement. With a lot area of 72,725 SF, the existing impervious coverage (68,285) stands at about 93%. The proposed project decreases the proposed impervious area is 67,477, which decreases the percentage slightly%. Staff is supportive of the variation request, and encourages the applicant to provide pervious area where feasible to decrease the percentage to as close to 90% as possible.
 - e. The maximum front setback is 60'.
 - i. The front yard of the property is considered to be the side fronting Eastview Avenue. The petitioner meets the requirements, as the building is set at the lot line, and does not exceed the maximum setback of 60'.
 - f. The Maximum Corner Side Setback is 60'.
 - i. The proposed development exceeds this requirement, and the petitioner is requesting a variation. The parking lot located within the corner side yard spans 60', and the 5' sidewalk adjacent to the building increases the setback of the building to over 65'. Staff is supportive of the variation

- request, as the variation is the minimum deviation needed to include the parking configuration within the property.
- g. The Minimum Interior Side setback is 0' and the minimum rear setback is 0'.
 - h. The minimum setback adjacent to a residential district is 25'. The proposed development is setback 28' from the southwest property line abutting the residential property, which exceeds the requirements.
- 5) Per Village Code Section 10-7-2-1: Dwelling above ground floor uses are permitted by right in the C-2 Commercial District. The applicant does not have a proposed tenant(s) for the commercial space on the first floor, however any future commercial tenants will be subject to the requirements of section 10-7-2-1.
- 6) Please clarify location of trash enclosure. Civil plans note the trash enclosure at the south edge of the building, however architectural plans (1st Floor Page) notes the enclosure in the southeast corner of the property.
- a. ***Applicant Response: Two trash enclosures are to be provided: Interior enclosure will collect trash chute waste, while outdoor trash enclosure will collect recyclable materials and commercial refuse. Final interior location is to be determined while exterior enclosure is planned at the south east corner of the property.***
- 7) Per Village Code Section 10-8-2-1: dwelling above ground floor uses require 1 parking space per dwelling unit. With a proposed 115 Dwelling units, the proposed property must provide 115 parking spaces for the residential portion of the building.
- a. The proposed structure includes 82 garage parking spaces, and an additional 104 outdoor parking spaces. This meets the required parking spaces, and includes additional 69 parking spaces for the commercial uses with the building. Utilizing a common parking requirement for potential commercial uses (1 space per 300 SF of Commercial area, and the total commercial area of 19,530, the applicant would need to provide 65 spaces, which is provided with the additional spaces. Each commercial use will need to be assessed upon proposed entry into the building in accordance with Section 10-8-2-1.
 - b. Please note expectations for the use of spaces at the rear of the lot for commercial uses, as the 53 spaces at the front may not be ample to provide parking for all commercial uses.
 - i. ***Applicant Response: Based on parking demand rear (south) parking lot will be available for commercial parking during business hours when typical residential parking capacity is at 40-50%. To be noted on revised Civil plans.***
- 8) Per Village Code Section 10-8-5 Bicycle parking requirements, the proposed development is required to provide 6 short-term bicycle parking spaces and 115 Long-Term bicycle parking spaces.
- a. Staff notes that short term bicycle parking shall be added to the site.
 - b. Please provide information related to the individual storage units on the property, and if one storage unit will be available for each unit within the building. If units are to be rented, staff recommends providing a dedicated area for free bicycle parking within the building.
 - c. ***Applicant Response: Final storage unit counts are to-be-determined based on final plans; however the target storage unit count is 1-per-apartment. Bike storage will be provided in either the basement or other suitable area.***
- 9) Per Village Code Section 10-8-6L C-2 District Standards: Parking lots in the C-2 District shall have a maximum of one row of parking located in the front or corner side yard.

- a. The petitioner provides two rows of parking within the corner side yard along Irving Park Road. The petitioner is requesting a variation from this requirement. Staff is supportive of the variation request, as this allows for the most efficient site design, and allows the petitioner to provide ample parking for both the residential and commercial uses.
- 10) Per Village Code Section 10-8-7C Connections to Public Rights-Of-Way: The on-site pedestrian circulation system must connect building entrances to adjacent public rights-of-way along direct routes that do not involve significant out-of-direction travel.
 - a. The proposed plans do not provide connection to Public Rights-of-Way. In accordance with the recommendations for approval conditions. Staff recommends that plans are altered to ensure that pedestrian ways connect to sidewalk along Eastview Avenue.
 - b. ***Applicant Response: Agreed, if possible sidewalks will connect along Eastview Ave.***
- 11) Per Village Code Section 10-8-7E-4: A sidewalk, with a minimum width of seven feet (7'), shall be required along the full length of any building frontage containing a primary entrance that is directly abutted by a parking row, driveway, or drive aisle.
 - a. The proposed frontage walk is shown as 5' in civil plans. Please confirm that this is the proposed width of the frontage walk. The petitioner is requesting a variation from the requirements for frontage walks width. Staff is supportive of the variation, as the applicant is providing a 5' wide walk, which meets Illinois Accessibility code requirements and allows for the north parking area to include 2 parking rows to serve the commercial spaces.
- 12) Per Village Code Section 10-8-8A Driveway Location: Driveways are permitted to encroach into the required front yard, corner side yard, interior side yard and/or rear yard, but shall be at least one foot (1') from the interior side lot line, except when the driveway provides shared access for two (2) adjacent properties. Driveways shall be essentially perpendicular to the right-of-way being accessed.
 - a. The petitioner is requesting a variation from this requirement, as the south driveway entrance to the property encroaches within 1' of the south interior side property line.
- 13) Per Village Code Section 10-8-8B Driveways shall be at least 30' from intersections. A previous iteration of the plans noted a driveway near Irving Park along Eastview within 30' of the intersection. However, the existing driveway will now remain in the most up to date plans. This existing driveway is within 30' of the intersection, and the petitioner is requesting a variation. Staff supports the variation request, as the driveway is contemplated to remain in its current format, as it has been for the existing site well into the past.
- 14) Per Village Code Section 10-8-11 Off-Street Loading Facility Requirements, The Zoning Administrator may approve a reduction in the minimum loading requirements, or approval for shared use of loading spaces for multiple users, through an application for site plan review. Through the site plan review for this case, the Zoning Administrator will assess a potential reduction of necessary loading spaces. The property, given the proposed uses, would require 4 12' x 60' loading spaces per Village Code.
- 15) Per Village Code Section 10-9-2 Tree Preservation: Existing trees shall not be removed from lots within the Village, wholly or in part, without a tree preservation and removal plan approved by the Zoning Administrator. The petitioner shall provide a tree preservation and removal plan to note the proposed trees expected to be removed from the property. Staff recommends that efforts be made to preserve any healthy trees along

- Irving Park Road. In the event that tree replacement rates are not able to be met, staff recommends that the applicant provide a fee-in-lieu for the remaining replacement trees.
- 16) Per Village Code Section 10-9-4 Street Trees: Street trees shall be installed at a minimum rate of one large shade tree per forty (40) linear feet. Trees shall be spaced on center, or at a rate that matches the existing tree spacing pattern on adjacent parkways, whichever results in a greater density of tree plantings. Spacing may be adjusted to ensure adequate room for streetlights and utilities, with prior written Zoning Administrator approval.
- a. The proposed project does not include street trees along the Irving Park Road Right-of-Way, and does include potential trees within the Eastview Avenue Right-of-Way. Staff is supportive of the variation, to allow for the existing Irving Park Road Right-of-Way to remain without trees, given the small area available between the property line and the roadway. However, staff recommends that the street tree requirements (6 Street Trees) are included within the Eastview Right-of-Way, and trees are incorporated into the northern parking row along Irving Park Road.
 - b. ***Applicant Response: Agreed, additional trees will be planted along Eastview Ave. as replacement for the ones removed along Irving Park Rd.***
- 17) Per Village Code Section 10-9-5 Parking Lot Landscaping:
- a. Tree canopy coverage requirements shall be met through tree plantings located within perimeter yards (subsection B, "Parking Lot Perimeter Landscape", of this section) and interior landscape islands (subsection C, "Parking Lot Interior Landscape Islands", of this section) such that shade canopy is provided for a minimum of forty percent (40%) of the parking area hardscape, including all parking spaces, travel lanes, and other impervious areas not exempted by this section.
 - i. The proposed plan does not provide tree canopy coverage for the north or south property parking lots. This is subject to change based on staff recommendations, however it is not expected that the 40% coverage requirements will be met.
 - b. Parking lot perimeter landscape shall apply to properties in all zoning districts in which parking facilities are located adjacent to the front or corner side lot line. The parking lot perimeter landscape shall be located directly adjacent to the front or corner side lot line. Parking lot perimeter landscape with a minimum depth of eight feet (8') is required along the length of the parking lot that abuts the front or corner side lot line, excluding any driveways.
 - i. The proposed plans do not provide a parking lot perimeter landscape area for the proposed north parking lot, which abuts the front and corner side lot lines. There is not adequate room to allow for the 8' landscape area along the Irving Park Road and Eastview Avenue frontages given the layout of the proposed parking lot.
 - c. Parking Lot Interior Landscape Islands: One landscape island shall be provided for every ten (10) contiguous parking spaces. All rows of parking shall be terminated by a landscape island or landscape area. For a single parking row, the landscape island shall have a minimum length equal to the length of the adjacent parking space and a minimum area of one hundred (100) square feet. A minimum of one shade tree shall be provided per landscape island.
 - i. The proposed north parking lot does not include landscape islands within the parking lot. The rear lot only provides landscape islands for the

furthest south parking row. Trees are not shown for the landscape islands within the parking lots.

- d. The petitioner is requesting a variation from the parking lot landscaping requirements. Staff is overall supportive of the variation request to ensure that the applicant can provide proper parking within the property to support the building. However, staff recommends that the applicant provide interior landscaping islands and plantings whenever feasible, including the north parking row and the middle row within the south parking lot.
- e. ***Applicant Response: Agreed, additional plantings or landscaping will be installed on two islands in the south parking lot with additional landscaped elements.***

18) Per Village Code Section 10-9-6 Buffer Yards:

- a. Non-Residential District: A buffer yard is required if the property is located in the C-1, C-2, I-1, or I-2 District and is directly adjacent to property located in the R-1, R-2, R-3, R-4, R-5, or R-6 Districts.
 - i. The proposed project is within the C-2 district, and directly adjacent to the R-2 and R-5 Zoning Districts south and southeast of the property.
- b. The buffer yard shall have a minimum depth of ten feet (10') and The buffer yard shall include the following:
 - i. A continuous hedge comprised of individual small shrubs of an appropriate species that are adaptable to being grown as a hedge, with a minimum width of twenty four inches (24"), spaced thirty six inches (36") on center. Any portion of the buffer yard not covered by hedges and trees shall be planted with turf, clump or no-mow grasses, perennial groundcover, or mulch. In Residential and Commercial Zoning Districts, a continuous hedge of individual shrubs may be allowed in lieu of providing evergreen trees within a buffer yard with prior written Zoning Administrator approval, provided that the hedge height at maturity is taller than forty two inches (42"). Fences in buffer yards are optional in all Residential and Commercial Zoning Districts, and in Industrial Zoning Districts when the subject property is not directly adjacent to property located in a Residential District. In Residential and Commercial Districts, fences shall not exceed a maximum of six feet (6') in height. Opaque fences are required for buffer yards.
- c. The proposed plans do not include the required buffer yard depth of 10' of landscape area between the south property line and the affected area of the southeast corner of the property. The parking lot area is 2' from the south lot line and 6' from the southeast former lot line. The driveway entering the parking lot abuts the south lot line. The petitioner is requesting a variation from the buffer yard requirements to allow for adequate spacing to maximize the residential area and parking areas along the south property line. Staff is supportive of the variation request, however staff recommends that a 6' opaque fence is placed along the south property line/parking area to provide screening of the parking lot from the adjacent south properties. Staff also recommends that landscaping in accordance with the hedge height requirements be planted within the available buffer yard area along the east lot line of the property.
- d. ***Applicant Response: Agreed, vinyl beige (or other complimentary color for the development) will be placed along the south property line and privacy hedges or***

other similar privacy landscaping will be provided along the southern-half of the east property line.

- 19) Staff notes that there is only one entrance/exit to the rear lot of the property along Eastview Avenue. Staff believes that it is possible that maintaining cross access to Parkside Lane may be beneficial. Staff encourages the petitioner to explore the impacts on site design for the maintenance or incorporation of the cross access through 713 Parkside Lane.

APPROVAL STANDARDS FOR SITE PLAN REVIEW:

- 1) **Surrounding Character:** The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.

Applicant's Response: Site Plan provides for retail space on ground floor with retail parking consistent with the other C-2 uses and the residential component incorporates sufficient amenities and green-space for residential use-consistent with the R-5 uses of the surrounding properties.

- 2) **Neighborhood Impact:** The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.

Applicant's Response: The proposed development will not adversely impact adjacent properties. The increased luxury residential dwellings will help promote the growth of the commercial spaces of adjacent properties. The retail will offer existing residential properties access to new commercial amenities.

- 3) **Public Facilities:** The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.

Applicant's Response: Vehicular traffic is split through multiple entry & exit point to maintain ease of vehicular movement. Underground parking and indoor parking is provided in addition to surface parking that exceeds the required parking standards. Drainage and stormwater flow paths are consistent with the existing drainage and do not disrupt stormwater flow. Exterior lighting is used to enhance the architectural features of the building as well as the site, and provides sufficient lighting for pathways and parking lot coverage with consideration for undue light cast on surrounding properties.

- 4) **Environmental Preservation:** The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.

Applicant's Response: West property line, improves and maximizes green-space with new trees and shrubs.

- 5) **On-Site Pedestrian Circulation System:** The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.

Applicant's Response: The site plan incorporates sidewalks from parking to building, from both the north and south.

- 6) **Vehicle Ingress and Egress:** The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.

Applicant's Response: Diverting vehicular traffic through multiple entry and exit points improves safety and functionality of the site plan.

- 7) **Architectural Design:** The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.

Applicant's Response: Provided.

- 8) **Consistent with Title and Plan:** The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The site plan is consistent with the intent of the Comprehensive Plan, as a mixed-use development it achieves the dual goal of bringing commercial uses for Bensenville residents while also attracting new residents who will contribute positively to the Bensenville economy.

Approval Standards for Site Plan Review	Meets Standard	
	Yes	No
1. Surrounding Character	X	
2. Neighborhood Impact	X	
3. Public Facilities	X	
4. Environmental Preservation	X	
5. On-site Pedestrian Circulation	X	
6. Vehicle Ingress & Egress	X	
7. Architectural Design	X	
8. Consistent with Title and Plan	X	

APPROVAL STANDARDS FOR VARIATIONS:

1. **Public Welfare:** The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed variations do not endanger the health, safety, comfort, convenience, and general welfare of the public. Impervious area is in fact being reduced, green space is being increased, tree plantings are being increased, and privacy to surrounding properties is being improved relative to the current state of the

property.

2. Compatible with Surrounding Character: The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: The proposed variations are compatible with the character of adjacent properties; perimeter buffers, additional trees along east view, and landscaped islands will be provided. The reconstruction will improve the current state of the public right-of-ways.

3. Undue Hardship: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: The proposed variations alleviate undue hardship as they will improve traffic flows, reduce impervious area, and increase green-space.

4. Unique Physical Attributes: The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

Applicant's Response: The request for variations is due to the existing physical attributes of the subject property which were not deliberately created by the applicant.

5. Minimum Deviation Needed: The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

Applicant's Response: The proposed variations are the minimum deviations necessary and significantly improve the public ways to modern standards, significantly improve traffic flow, and green-space.

6. Consistent with Ordinance and Plan: The proposed variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposal is consistent with the intent of the Comprehensive Plan, and all other land use policies of the Village. The proposed development will be a highlight and application of the Comprehensive Plan's intent to create a beautiful and vibrant community.

Maximum Impervious Coverage	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Maximum Corner Side Setback	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Required Bicycle Parking	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

C-2 District Parking Row Standard	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Frontage Sidewalk Width	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Driveway Location	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Driveway Intersection Distance	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Tree Preservation Replacement Rate	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Street Tree Requirements	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Parking Lot Landscaping	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

Buffer Yard Requirements	Meets Standard	
Approval Standards for Variations	<i>Yes</i>	<i>No</i>
Public Welfare	X	
Compatible with Surrounding Character	X	
Undue Hardship	X	
Unique Physical Attributes	X	
Minimum Deviation Needed	X	
Consistent with Ordinance and Plan	X	

RECOMMENDATIONS:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Site Plan Review at 800 W Irving Park Road with the following conditions:
 - a. A National Pollutant Discharge Elimination System (NPDES) permit is required for discharge of storm water;
 - b. A traffic study must be completed showing the proposed impacts of the development on the Irving Park Road and Eastview intersection;
 - c. The existing driveways leading to Irving Park Road shall be maintained. Cross access to the adjacent parcel at the northeast corner of the property shall be maintained;
 - d. Access to rear parking lot shall be available for commercial uses. Access may not be restricted to resident only parking within the rear (south) parking lot;
 - e. Anticipated sanitary flows shall be provided to confirm the sewer system has the capacity to handle the proposed development;
 - f. A 5' sidewalk within the Eastview Avenue right-of-way must be provided when this site develops to connect the sidewalk at the SW corner of the property to Irving Park Road;
 - g. Sidewalk improvements along Irving Park Road must conform to the Village's Irving Park Road streetscape corridor stamped concrete standards.
 - h. Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-55, SU, Passenger Cars, etc.);
 - i. Final architectural design of the principal structure to be approved by Zoning Administrator prior to permit approval;
 - j. Final Landscape plan to be approved by zoning administrator prior to permit approval;
 - k. The property be developed in general compliance, except as amended and requested herein, with the plans submitted by Agama Designs Architecture, dated 12/23/2022, Ridgeline Consultants, LLC, dated 05/26/2023, and all other Village Code Requirements;
2. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Maximum Impervious Coverage.
3. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Maximum Corner Side Setback.
4. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Required Bicycle Parking with the following conditions:
 - a. Applicant shall provide long-term bicycle storage parking within the building along with the proposed storage units available for rent;
 - b. Short term bicycle parking spaces shall be incorporated on the property during permitting.
5. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for C-2 District Parking Row Standard.
6. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Frontage Sidewalk Width.
7. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Driveway Location.
8. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Driveway Intersection Distance.

9. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Tree Preservation Replacement Rate with the following conditions:
 - a. Applicant shall attempt to preserve the existing trees on the north side of the property. If the Tree Preservation Replacement Rate cannot be fully met, then the applicant shall coordinate with staff to determine an appropriate fee-in-lieu for the remaining required tree replacement, to be approved by the Zoning Administrator.
10. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Street Tree Requirements with the following conditions:
 - a. Applicant shall plant the required number of street trees per code within the Eastview Right-of-Way.
11. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Parking Lot Landscaping with the following conditions:
 - a. Applicant shall provide trees within each landscape island and within landscape areas terminating parking rows whenever feasible;
 - b. Rear lot middle parking row shall be terminated with curbed landscape islands on each side and trees shall be planted within the landscape islands;
 - c. Furthest north parking row shall incorporate parking lot islands and trees to provide tree canopy along the Irving Park Road frontage.
12. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for Buffer Yard Requirements with the following conditions:
 - a. Applicant shall install a 6' opaque fence along the south property line to screen from the south adjacent properties;
 - b. Applicant shall provide landscaping plantings within the east buffer yard south of the proposed building to be approved by Zoning Administrator in final landscape plan.

Respectfully Submitted,
Department of Community & Economic Development

The meeting for the Village of Bensenville CDC Public Hearing will take place on Tuesday, June 6, 2023. A representative must be present for this meeting. The CDC recommendation will be forwarded to the Village Board of Trustees meeting on Tuesday, June 20, 2023. A representative must be present for this meeting. Final decision on the case will be made at this Village Board of Trustees meeting.

Boundary and Topographic Survey and Demolition Plan

THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF DETERMINING THE BOUNDARY AND TOPOGRAPHY OF THE PROPERTY SHOWN ON THE ATTACHED MAP. THE SURVEY WAS CONDUCTED ON THE DATE INDICATED ON THE MAP. THE SURVEY WAS CONDUCTED BY THE SURVEYOR, WHO IS A LICENSED SURVEYOR IN THE STATE OF ILLINOIS. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND LAND SURVEYING, STATE OF ILLINOIS. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND LAND SURVEYING, STATE OF ILLINOIS. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND LAND SURVEYING, STATE OF ILLINOIS.

SYMBOL LEGEND

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ABBREVIATION LEGEND

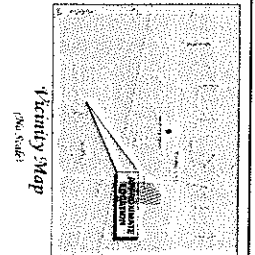
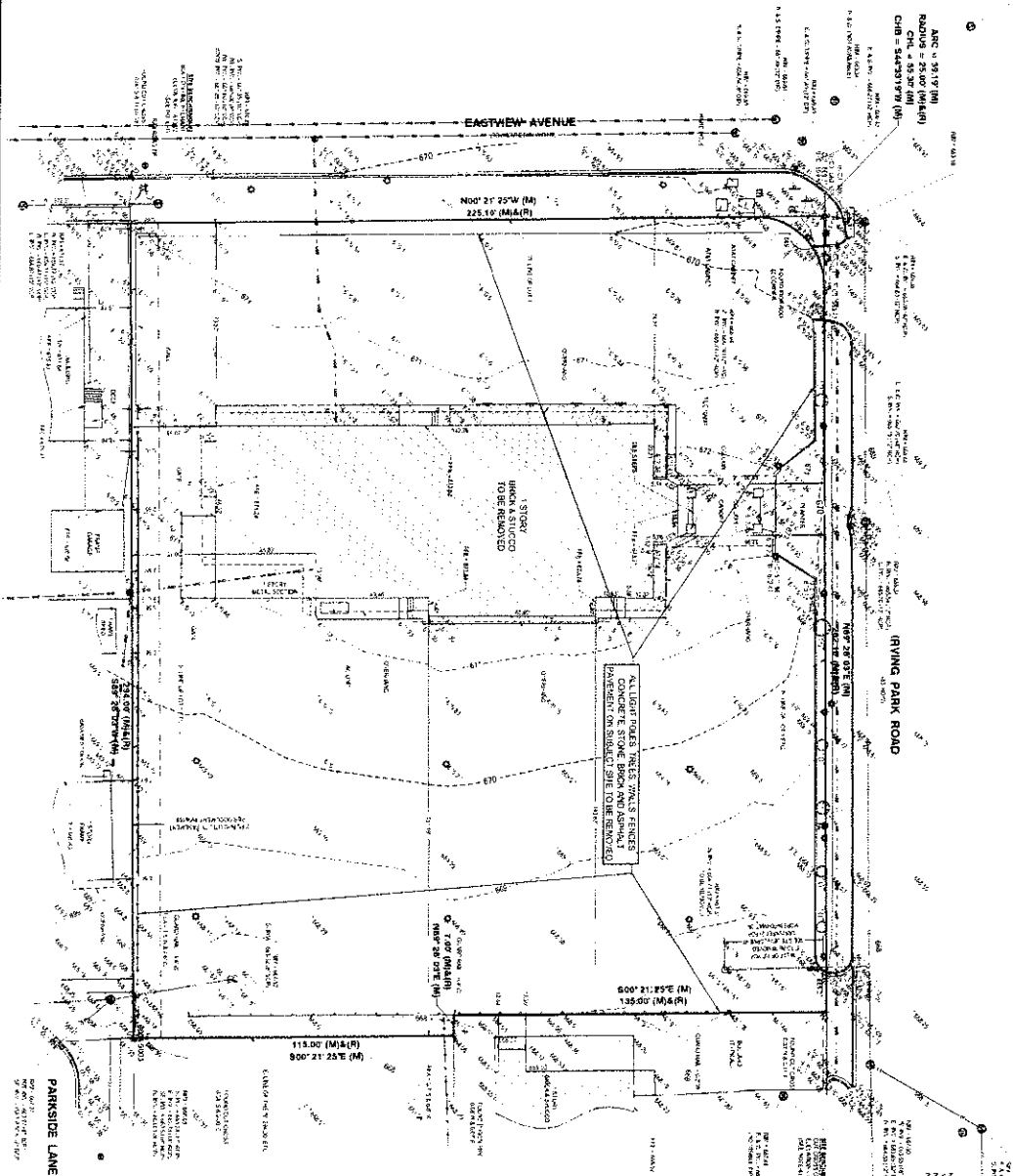
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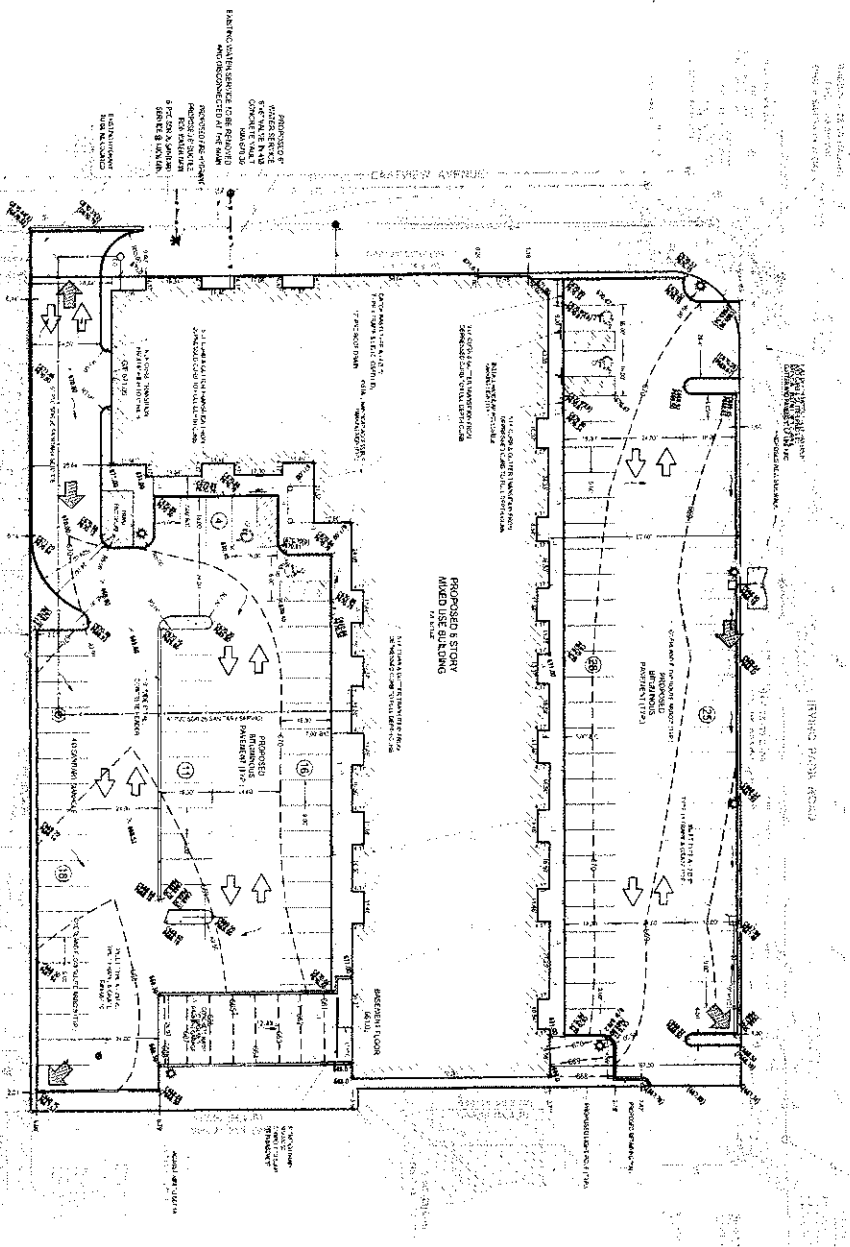
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UNDERGROUND UTILITIES PER J.U.L.E.

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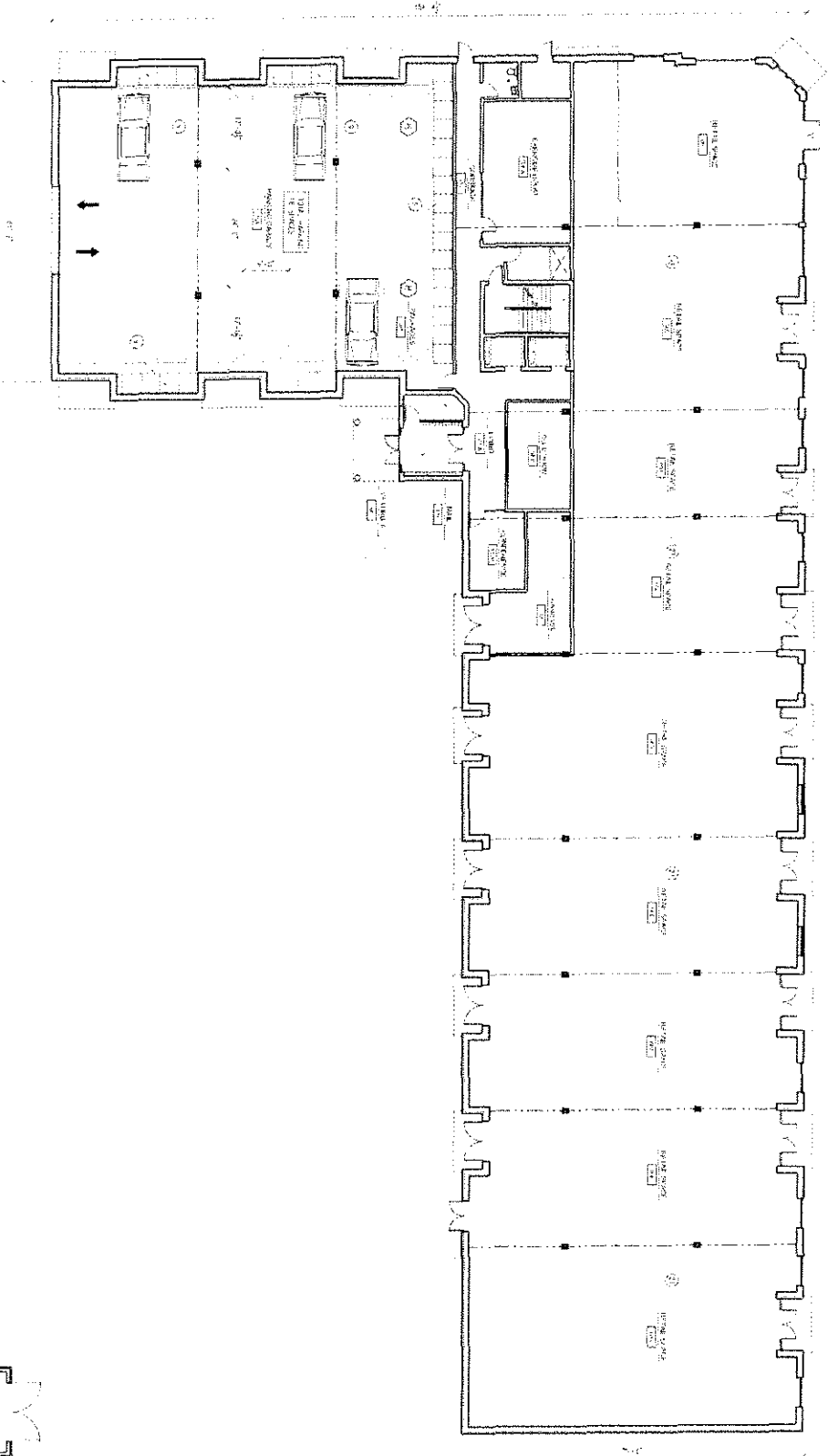
SITE AREA TABLE	
37° 47' 27" N	
EAST PAC CONCRETOX	16.45 SQ
WEST PAC CONCRETOX	15.85 SQ
ASPHALT PAVING	15.85 SQ
CORTEL	104 SQ
CONCRETE	34.27 SQ
SHOCK PAVING	145.57 SQ
PAV. & CULVERTS	144.57 SQ
EMERALD TURFCORPUS	60.20 SQ
GRASS & CRANDALLS	25.04 SQ
SOIL GRASS	46.72 SQ
ASPHALT PAVING	1.80 SQ
CONCRETE	1.80 SQ
WOODS & BARRINGTONS	67.41 SQ
TOTAL 674.11 SQ	

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UNCLASS
ACROSSING
EASIER
STATE OF CALIFORNIA
JAN 20 1963

PREPARED FOR:
PETE BAFTERI
A & E LUXURY BUILDERS INC.
55541 RADCLIFF RD.
NAPERVILLE, IL 60563

SITE / PRELIMINARY ENGINEERING PLAN

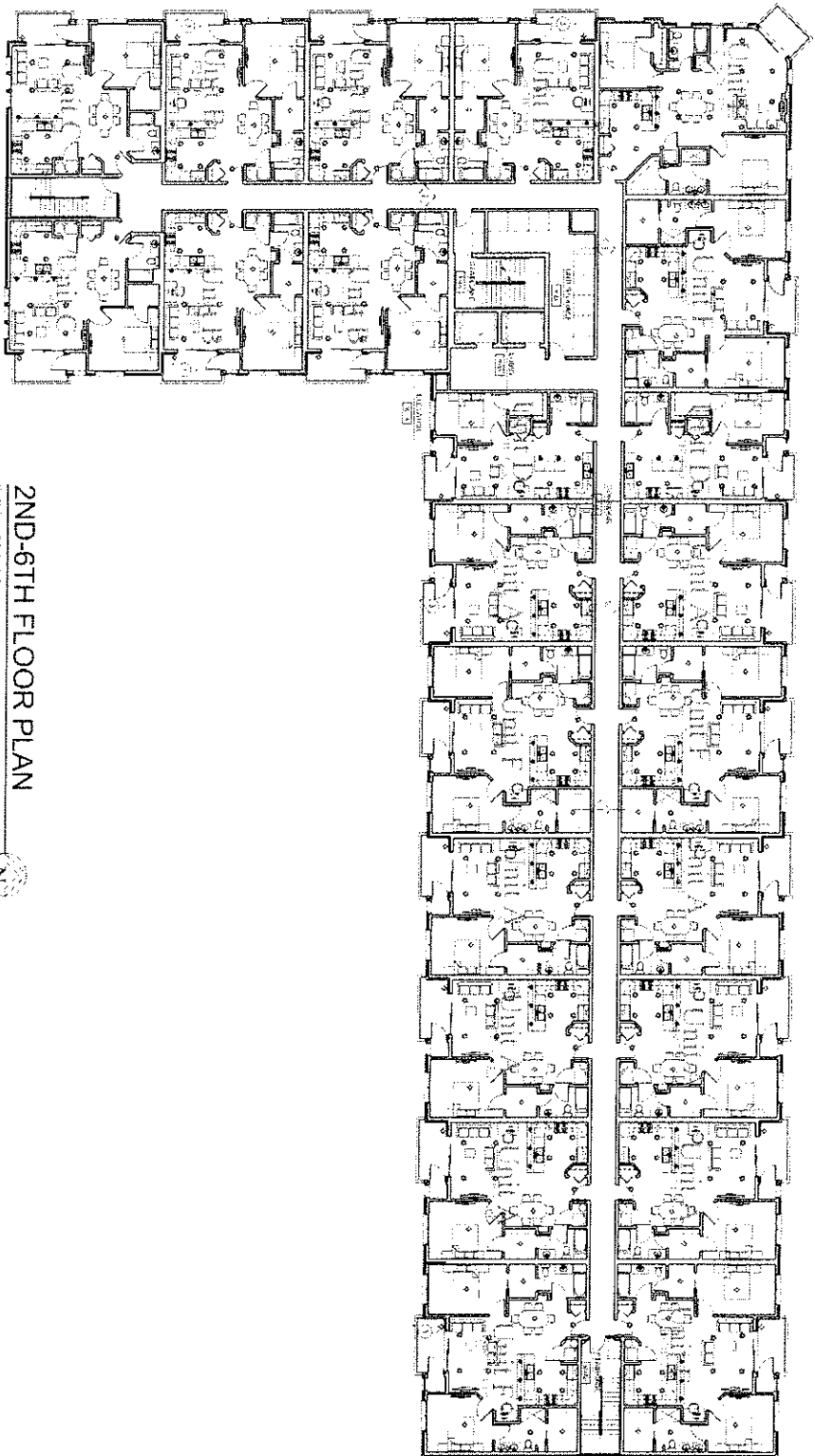
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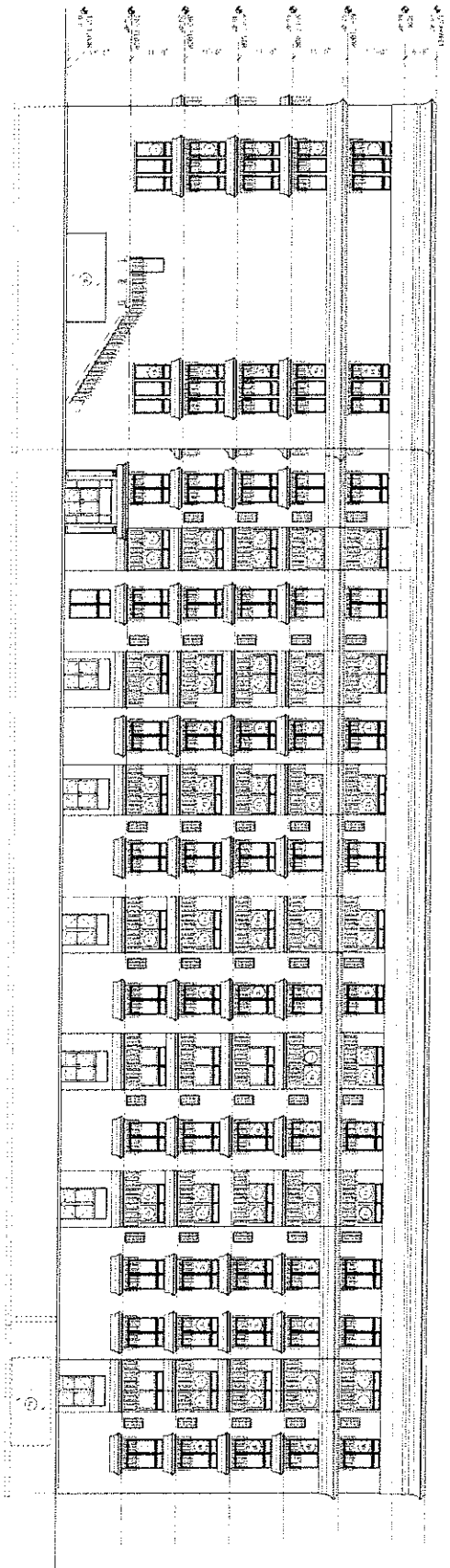


FLOOR PLAN NOTES

2ND-6TH FLOOR PLAN

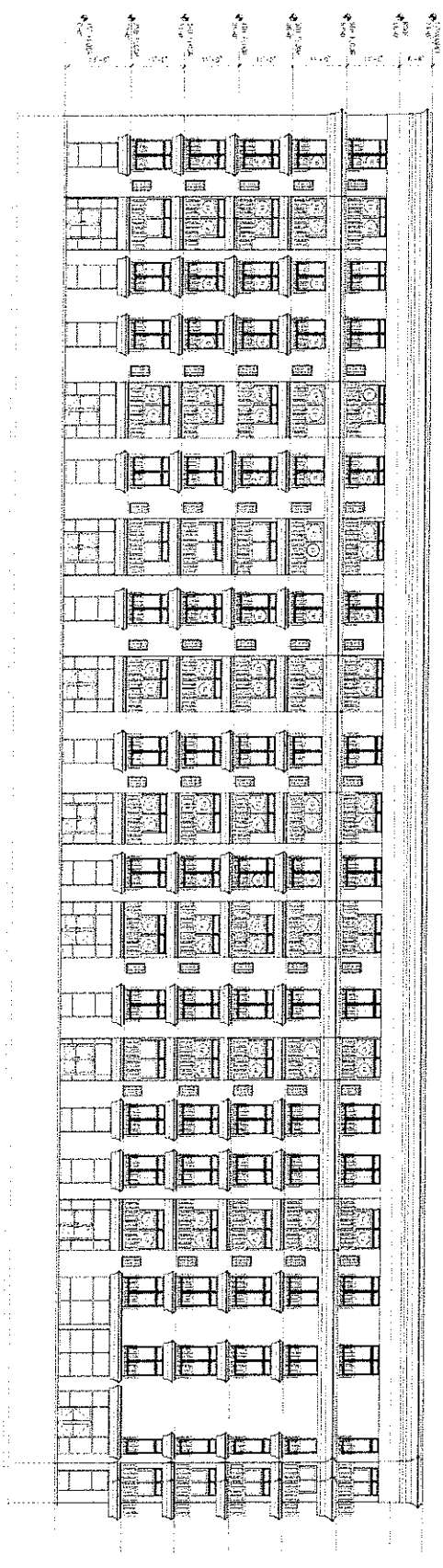


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SOUTH ELEVATION

SCALE: 3/8" = 1'-0"



NORTH ELEVATION

SCALE: 3/8" = 1'-0"



ADP ARCHITECTURE

221 N. LAMAR AVENUE, SUITE A
 DENVER, CO 80202
 PHONE: 303.555.5555
 E-MAIL: info@adparchitecture.com

DATE: 10/1/14

BY: ADP

PROJECT: 100 PARK ROAD

LOCATION: DENVER, CO

OWNER: 100 PARK ROAD

ARCHITECT: ADP

DESIGNER: ADP

CONTRACTOR: ADP

DATE: 10/1/14

BY: ADP

PROJECT: 100 PARK ROAD

LOCATION: DENVER, CO

OWNER: 100 PARK ROAD

ARCHITECT: ADP

DESIGNER: ADP

CONTRACTOR: ADP

PROPOSED MIX-USE DEVELOPMENT
 100 PARK ROAD
 DENVER, CO 80202

DATE: 10/1/14
 BY: ADP

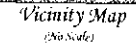
OWNER: 100 PARK ROAD
 ARCHITECT: ADP

DESIGNER: ADP
 CONTRACTOR: ADP

LEGAL DESCRIPTION

THE W/2S 1/4 SEC 22E OF LOT 1, AS MEASURED ON THE NORTH AND SOUTH LINES, IN BLOCK ONE, SHOWING CONVEYANCE COMPANY'S SUBDIVISION OF LOT 2, TWO OWNERS' ASSESSMENT PLAT OF PART OF SECTIONS 18 AND 19, TOWNSHIP 4 NORTH, RANGE 11 EAST, LOT 1, MAP PREPARED BY WILLIAM H. HARRIS, CIVIL ENGINEER, COUNTY OF GARFIELD, COLORADO, BEING MORE FULLY SET FORTH IN PLAT 244-001E, 244-001F, 244-001G AND DOCUMENT 996868 (EFFECTIVE JANUARY 1999) FROM THE NORTH 1/2 S/2E OF THE E/2S 1/2 NE/2E OF 244-001E, 244-001F, 244-001G AND 244-001H, AS SHOWN ALONG SAID NORTH AND SOUTH LINES, IN DOCUMENT COUNTY 111003.

COMMONLY KNOWN AS: BOY BY: HENRY PARK DRIVE, BEING NEVIL, "LITTLE"



- ASPHALT
- BRICK
- CATCH BASIN
- CONCRETE
- EVERGREEN TREE
- ELECTRIC METER
- GAS METER
- GRAVEL
- HYDRANT
- LIGHT
- PINE TREE
- SANITARY MANHOLE
- SIGN
- STORM MANHOLE
- SQUARE, CLOSE DRAIN
- TELEPHONE PEDIEST
- UNKNOWN MANHOLE
- WATER MANHOLE
- WATER VALVE
- WOOD
- WOOD UTILITY POLE

BVC = BACK SLOE CURB
 CIRC = BACK IN DEPRESSIONED CURB
 CH = CHORD CHORDING
 CH = CHORD LENGTH
 CL = CENTERLINE
 CMP = CORRUGATED METAL PIPE
 CPP = CORRUGATED PLASTIC PIPE
 D = DEED
 DCP = DUCTILE IRON PIPE
 E = EAST
 ECV = EXTERIOR
 FCF = FINISHED CORNER
 FFI = FINISHED FLOOR ELEVATION
 G = GUTTER
 H = HEAD
 M = MEASURED DISTANCE
 M = MULTI-TURN
 N = NORTH
 NW = NORTHWEST
 PVC = POLYVINYL CHLORIDE PIPE
 R = RECORD DISTANCE
 RCP = REINFORCED CONCRETE PIPE
 H = H = HEAD OR MAT
 S = SOUTH
 SLY = SOUTHERLY
 D = DIAMETER OF FOUNDATION
 TOP = TOP OF WALL
 TOP = TOP OF PAVE ELEVATION
 VCL = VERTICAL CLAY PIPE
 W = WEST
 WLY = WESTERLY

ELECTRIC LINE _____
GAS LINE _____
WATER LINE _____

ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 (NAD 83 COORDINATE SYSTEM, LAST ZONE 10) CORRECTIONS AS DETERMINED BY THE US GPS NETWORK USING TRIANGULAR VES NETWORKS AND EQUIPMENT.

21. CONTOUR INTERVAL = 1.0'

22. ELEVATIONS HEREON REFER TO NAVD 83 DATUM.

40. SOLID BENCHMARK, VERTICAL LOCATION SHOWN HEREON ARE IN NAVD 83 ORIGINAL DATUM AS DETERMINED BY USE OF BENCHMARK'S GPS NETWORK AND EQUIPMENT.

NOTE BENCHMARK #1, CUT CROSS THE ROAD ON SEQUOIA MANOR DRIVE. (AS SHOWN ON DRAWING)

ELEVATION = 627.50'

NOTE BENCHMARK #2, BOLT ON FIRE HYDRANT (AS SHOWN ON DRAWING)

ELEVATION = 673.12'

51. A CURRENT FIELD REPORT WAS NOT FURNISHED. THIS RESOLVE ALL POSSIBILITIES, ROAD RELOCATIONS, ROAD VARIATIONS, AND ACCESSWAYS MAY NOT BE SHOWN

60. ALL UTILITIES MAY NOT BE SHOWN. CALL 811 FOR A REQUIRED 2-3 DAY FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY DIGGING OR CONSTRUCTION.

71. THIS PROPERTY MAY BE WITHIN THE COORDINATE LIMITS OF THE SLACK OF BENCHMARKS AND IS SUCH IS SUBJECT TO ZONING AND BUILDING RESTRICTIONS.

80. SURVEY FIELD WORK COMPLETED ON 4-20-2021

90. ALL TREE LESS THAN 6 INCHES IN DIAMETER ARE NOT SHOWN HEREON

100. PARCELS CONTAINS APPROXIMATELY 77.42 ACRES ± 11.65 ACRES OR MORE OR LESS.

110. ALL MONUMENTS ARE MEASURED IN ACCORDANCE TO THE PROPERTY LINES.

WE, RIDGELINE CONSULTANTS, LLC, ILLINOIS PROFESSIONAL IN SOGN FIRM NO. 176 004766, HAVE PREPARED THIS BOUNDARY AND TOPOGRAPHIC SURVEY. SURVIVOR HAS MADE NO INVESTIGATION FOR INDEPENDENT SEARCH FOR ENCUMBRANCES OR RECORD ENCUMBRANCES, RESERVATIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY AND TOPOGRAPHIC SURVEYS.

DAIED AT MONTGOMERY, ALINDS ON APRIL 24, 2023

George H. W. Bush

2023-0162

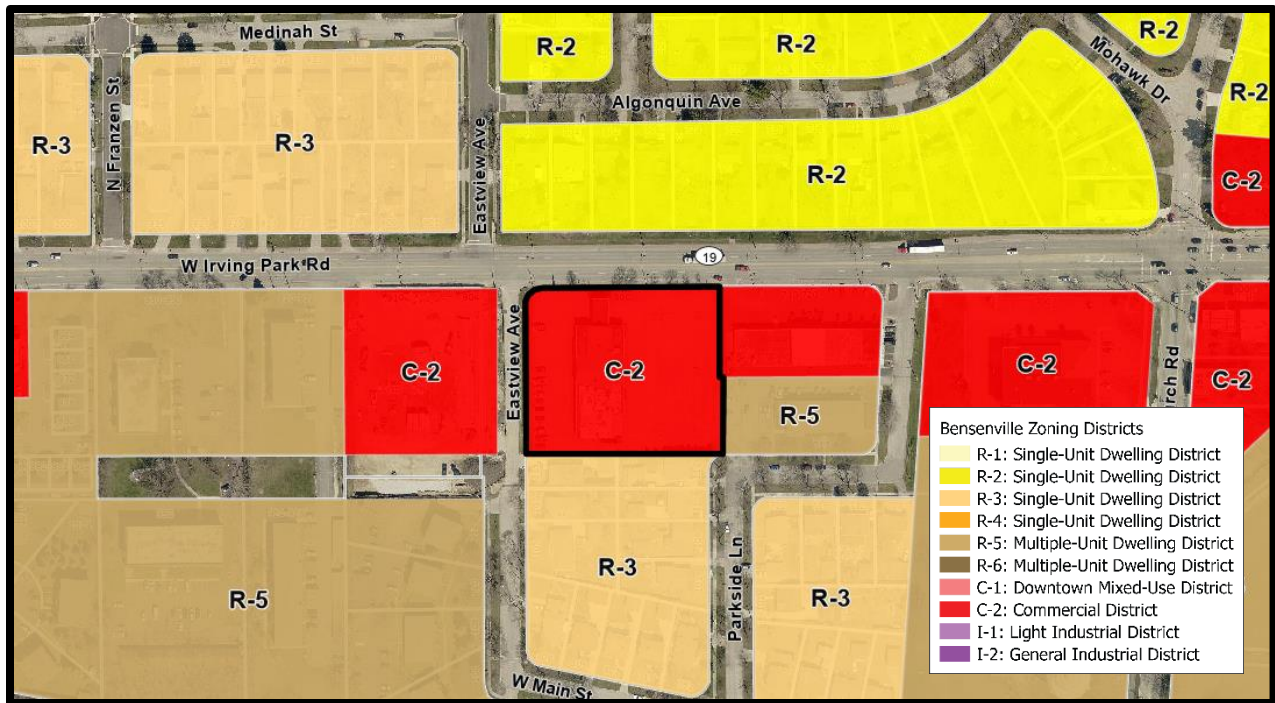
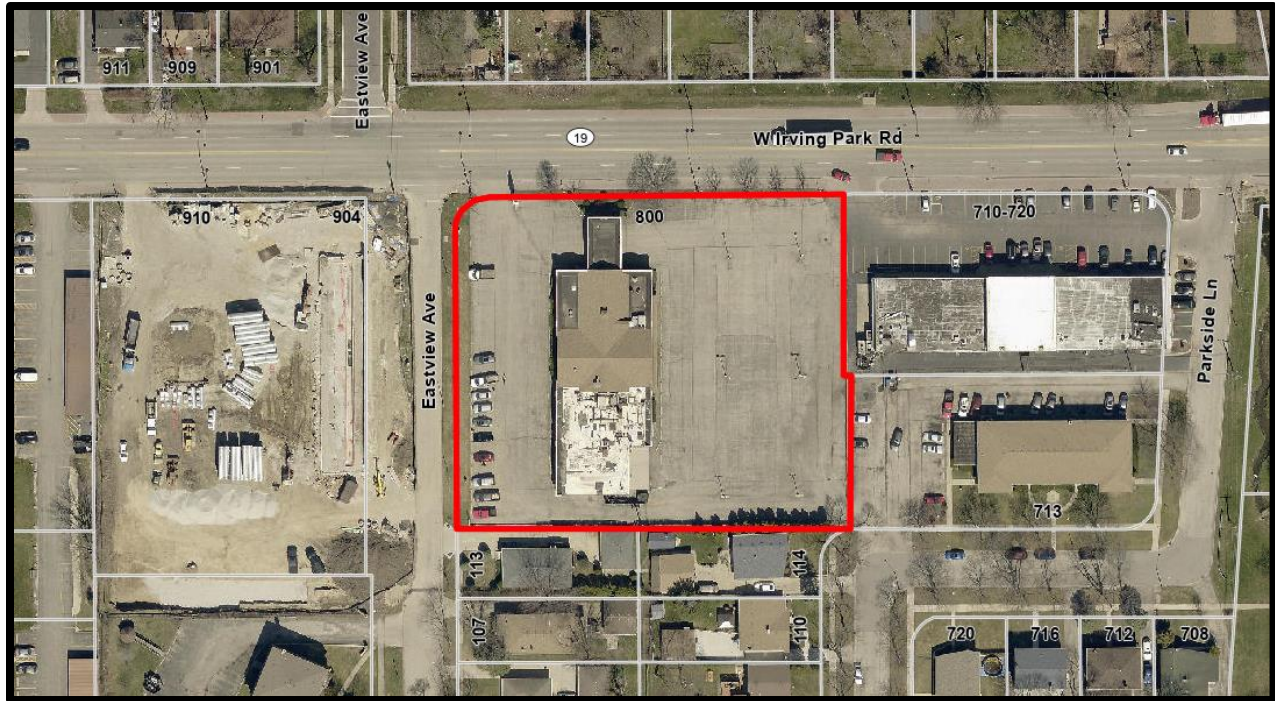
Ridgeline Consultants LLC
3500 Providence Drive, Suite 100, Dallas, TX 75244
Tel: 972.342.1111 Fax: 972.342.1112

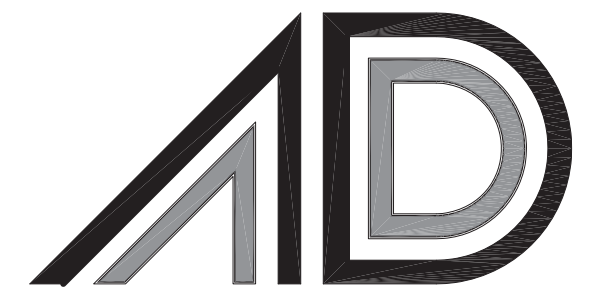
LUXURY BUILDERS, INC.
10 W. IRVING PARK ROAD
EISENBERG, ILLINOIS

1



Village of Bensenville





664 W Veterans Parkway, Suite A
Yorkville, Illinois 60560
Phone: 630-385-2945
E-mail: alberto@agamadesigns.com

THESE DRAWINGS, INCLUDING ALL DESIGNS, DETAILS, SPECIFICATIONS AND INFORMATION, ARE THE SOLE PROPERTY AND COPYRIGHT OF AGAMA DESIGNS AND ARE FOR USE ON THIS SPECIFIC PROJECT AND SHALL NOT BE USED ON ANY OTHER WORK WITHOUT THE AGREEMENT AND WRITTEN PERMISSION OF AGAMA DESIGNS

ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
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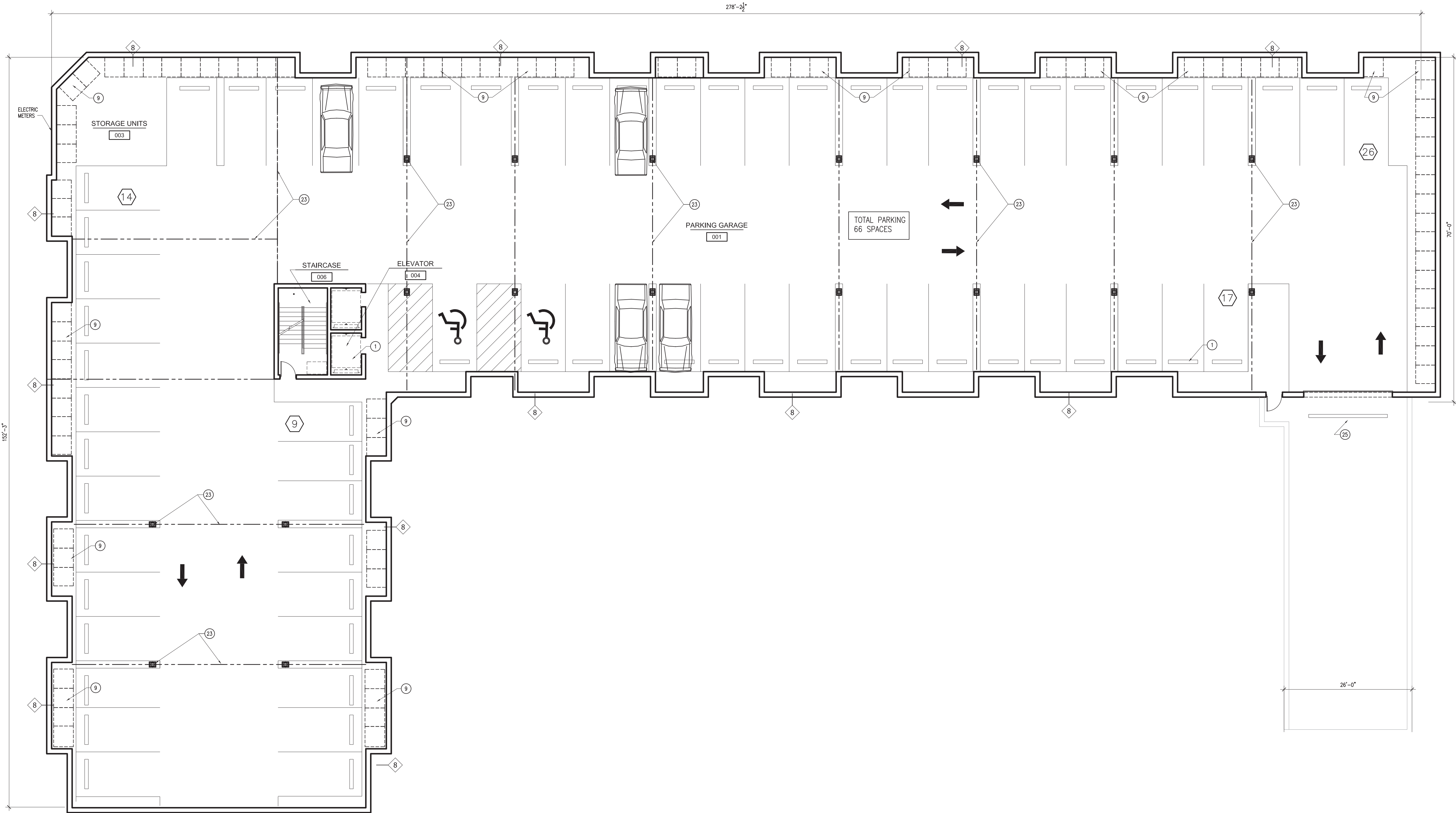
PROJECT: PROPOSED MIX-USE DEVELOPMENT
800 IRVING PARK ROAD
BENSENVILLE, IL 60106
CLIENT: A&E LUXURY BUILDERS

JOB NO. 22-111
DATE 12-23-22
FILE 05-224
PLOT SCALE 1:1

OWNER APPROVAL
Signature _____
Date _____

SHEET TITLE
GARAGE FLOOR PLAN

SHEET NUMBER
A1.0



BASEMENT FLOOR PLAN

SCALE: 3/32" = 1'-0"



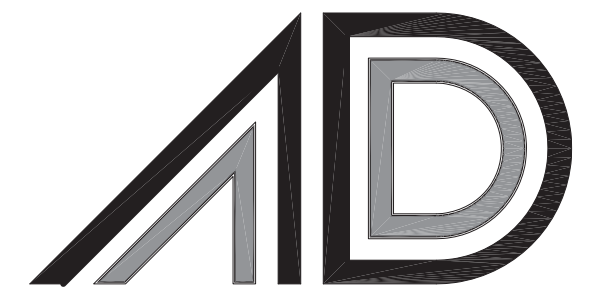
FLOOR PLAN NOTES

- SCHINDLER 3300 MRL TRACTION ELEVATOR – 2500 lb. CAPACITY ELEVATION. SEE MEP DRAWINGS
- OFFICE; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES
- BALCONY; REFER TO SHEETS A1.6 (FOR SIZE) REFER TO STRUCTURAL DRAWINGS FOR CONSTRUCTION – DECK CONSTRUCTION SHALL BE METAL FRAME CONSTRUCTION AND FLOOR AS REQUIRED BY SECTION 1406.3 IBC 2018
- CORRIDOR; REFER TO INTERIOR ROOM SCHEDULE A1.10 FOR FINISHES. REFER TO REFLECTED CEILING PLAN DWG. A1.7, A1.8 & A1.9 FOR LAYOUT.
- STAIRWAY. NON COMUBUSTIBLE CONSTRUCTION TO INCLUDE METAL FRAMING AND CONCRETE PAN THREADS & RAISERS BUILT WIT METAL CHANNELS . PROVIDE HANDRAILS AS REQUIRED. REFER TO SHEET A1.6 FOR FLOOR PLAN DIMENSIONS. REFER TO SHEETS A3.7 AND A3.9 FOR STAIR SECTIONS.
- VERTICAL SHAFT FOR HVAC DUCTWORK OF COMMON AREAS. SEE PARTITION SCHEDULE FOR CONSTRUCTION.
- MAIL ROOM; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES AND SHEET A1.6 FOR DIMENSIONS PROVIDE HORIZONTAL FRONT LOADING ALUMINUM MAILBOXES AS PER MFR: SALSBUURY INDUSTRIES MODEL TO BE SELECTED BY OWNER
- VESTIBULE; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES AND A1.6 FOR DIMENSIONS.
- STORAGE SPACE; PROVIDE STORAGE UNIT ENCLOSURES TO BE 4'-0"Wx6'-0"D X 8'-0"H PLY WALLS WITH HINGED PLY DOOR WITH LATCH FOR PERSONAL LOCK. APPROXIMATELY 24 S.F. SPACE PER UNIT – PROVIDE 2 ACCESSIBLE LOCKER UNITS – SEE PLAN FOR LOCATION
- MOP SINK – SEE PLUMBING DRAWINGS.
- SPRINKLER ROOM; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES.
- MAIN LOBBY; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES. PROVIDE DECORATIVE SOFFIT–SEE FLOOR PLAN IN SHEET A1.6 FOR DIMENSIONS
- TOILET ROOMS; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES.
- CONFERENCE ROOM; REFER TO INTERIOR ROOM SCHEDULE A1.10 FOR FINISHES.
- SOLID SURFACE COUNTER SEE – FLOOR PLAN IN SHEET A1.6 FOR DIMENSIONS
- MULTIUSE ROOM; REFER TO INTERIOR ROOM SCHEDULE A1.10 FOR FINISHES.
- EXERCISE ROOM; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES.
- DWELLING UNITS GARAGE; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES.
- ENTRANCE CANOPY; SEE SHEET A3.8 FOR WALL SECTIONS. PROVIDE (2) 3" x 3" METAL DOWNSPOUTS FOR CANOPY DRAINAGE AND TIE INTO STORM SEWER.
- PROVIDE 42" H. METAL RAIL WITH SPINDLES 6" O.C.(MAX.) ON SECOND AND THIRD FLOOR. REFER TO SECTION SHEET A3.8

- SEE SHEET A1.5a AND A1.5b FOR UNIT PARTITION TYPES & UNIT FLOOR PLAN DIMENSIONS – REFER TO SHEET A1.10 FOR INTERIOR ROOM AND DOOR SCHEDULES.
- HIGH EFFICIENCY FURNACE – REFER TO MECHANICAL DRAWINGS
- STEEL COLUMNS AND BEAMS – REFER TO STRUCTURAL DRAWINGS
- COPLAY 2" STEEL INSULATED GARAGE DOOR (3 LAYERS) R 18.4 SIZE: 18'-0" X 7'-0" – CLASSIC COLLECTION, PREMIUM SERIES WITH ELEGANT LONG PANELS – COLOR SANDSTONE – 3/4 HP AC MOTOR
- FLOOR DRAINS – REFER TO PLUMBING DRAWINGS
- ALUMINUM DOWNSPOUT – SIZE 6"x4" PROVIDE SPLASH BLOCK AT DISCHARGE – SEE CIVIL DRAWINGS
- AREA OF RESCUE ASSISTANCE – PROVIDE A 30" X 48" AREA AND A SIGN IDENTIFYING THE AREA – ANY OPENINGS WITHIN 10'-0" HORIZONTALLY OF THE EXTERIOR AREA FOR ASSISTED RESCUE SHALL BE PROTECTED WITH A MIN. OF 45-MINUTE OPENING PROTECTIVES.
- PRECAST CONCRETE WHEEL STOP – SEE DETAIL 3/A3.2
- HANDICAP ACCESSIBLE TOILET – SEE PLUMBING DRAWINGS
- HANDICAP ACCESSIBLE LAVATORY – SEE PLUMBING DRAWINGS
- KITCHEN SINK – SET COUNTER HEIGHT AT 34" A.F.F SEE PLUMBING DRAWINGS
- PROVIDE ROUGH-IN PLUMBING FOR FUTURE TOILET ROOMS (TYP)

PARTITION SCHEDULE

SIM.	DESCRIPTION
1	5/8" FIRE-RATED TYPE "X" GYPSUM WALL BOARD ON EACH SIDE OF 6" STUDS @ 16" O.C. PROVIDE 3 1/2" THICK CELBAR SPRAY ON SYSTEM BETWEEN STUDS. ENTIRE ASSEMBLY CONTINUOUS TO FLOOR ABOVE & AT THIRD FLOOR TO BOTTOM OF ROOF TRUSSES. THIS IS A 1HR WALL U.L. DESIGN NO. U333 REFER TO SECTIONS & DETAILS FOR MORE INFORMATION
2	5/8" FIRE RATED TYPE "X" GYPSUM ON EACH SIDE OF C.F. 6" MTL STUDS @ 16" O.C. PROVIDE 3 1/2" THICK CELBAR (W/ FIRE-RETARDANT)) SPRAY ON SYSTEM BETWEEN STUDS – ENTIRE ASSEMBLY CONTINUOUS TO UNDERSIDE OF PRECAST ABOVE – THIS IS A 1HR RATED WALL U.L. DESIGN NO. U465 – REFER TO SECTIONS AND DETAILS FOR MORE INFORMATION
3	5/8" FIRE-RATED TYPE "X" GYPSUM WALL BOARD ON 1 1/2" WOOD FURRING @ 16" O.C. ON 8" NOM. CMU. THIS IS A 2 HR. WALL. UL DESIGN NO. U905.
4	1" SHAFTWALL GYPSUM WALL BOARD BETWEEN 2 1/2" "CH" METAL STUDS 2'-0" O.C. WITH 5/8" FIRE-RATED TYPE "X" GYPSUM WALL BOARD ON OPPOSITE SIDE OF SHAFT. THIS IS A 1HR WALL U.L. DESIGN NO. U499.
5	5/8" FIRE-RATED TYPE "X" GYPSUM WALL BOARD ON EACH SIDE OF 2X4 WD STUDS @ 16" O.C. PROVIDE 3 1/2" THICK CELBAR SPRAY ON SYSTEM BETWEEN STUDS. ENTIRE ASSEMBLY CONTINUOUS TO FLOOR ABOVE & AT SIXTH FLOOR TO BOTTOM OF ROOF TRUSSES. THIS IS A 1HR WALL U.L. DESIGN NO. U333 REFER TO SECTIONS AND DETAILS FOR MORE INFORMATION – 2ND FLOOR ONLY 1 1/2" MTL STUDS AT EACH SIDE OF 8" CMU WALL – UL 902
6A	4" NOMINAL UTILITY SIZE FACE BRICK OR STONE, 1" AIR SPACE AND 8" OR 12" CONCRETE BLOCK BACKUP RUNNING UP FROM FLOOR TO UNDERSIDE OF HOLLOW CORE PRECAST CONC. FLOOR PLANKS. FOAM INSULATION R-15 MIN. THIS IS A 2 HOUR RATED WALL UL DESIGN NO. U905 – REFER TO SECTIONS AND DETAILS FOR MORE INFORMATION
6B	5/8" FIRE-RATED TYPE "X" GYPSUM WALL BOARD ON EACH SIDE OF 2X6 WD STUDS @ 16" O.C. PROVIDE CLOSED CELL SPRAYED FOAM INSULATION R-20 BETWEEN STUDS. 1" AIR SPACE, 4" (NOMINAL) UTILITY SIZE FACE BRICK VENEER ENTIRE ASSEMBLY CONTINUOUS TO FLOOR ABOVE & AT THIRD FLOOR TO BOTTOM OF ROOF TRUSSES. THIS IS A 1HR WALL U.L. DESIGN NO. U348 REFER TO SECTIONS AND DETAILS FOR MORE INFORMATION
7	8" OR 12" CONCRETE BLOCK WALL RUNNING UP FROM FLOOR TO UNDERSIDE OF HOLLOW CORE PRECAST CONCRETE FLOOR PLANKS. THIS IS A 2 HR. RATED WALL UL DESIGN NO. U905 – FOAMED-IN INSULATION R-15 MIN. AT EXTERIOR WALLS
8	12" CAST IN PLACE CONCRETE WALL WITH 3" RIGID FOAM INSULATION ON THE EXTERIOR SIDE (R-15) THIS IS A 4" HOUR RATED WALL CONSTRUCTION PER IBC TABLE 720.1(2)



664 W Veterans Parkway, Suite A
Yorkville, Illinois 60560
Phone: 630-385-2945
E-mail: alberto@agamadesigns.com

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ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
1	
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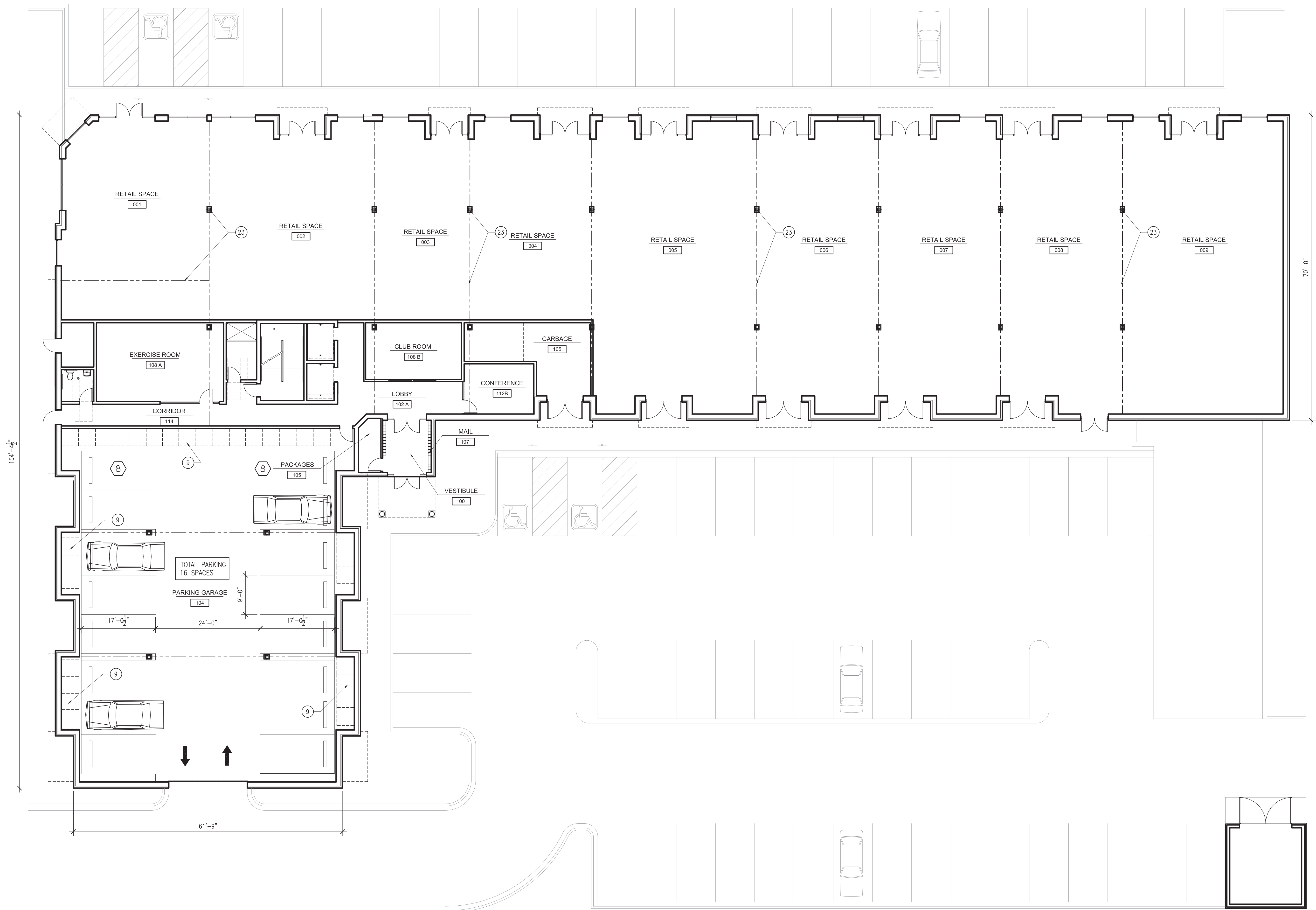
PROJECT: PROPOSED MIX-USE DEVELOPMENT
800 IRVING PARK ROAD
BENSENVILLE, IL 60106
CLIENT: A&E LUXURY BUILDERS

JOB NO. 22-111
DATE 12-23-22
FILE 05-224
PLOT SCALE 1:1

OWNER APPROVAL
Signature _____
Date _____

SHEET TITLE
FIST FLOOR PLAN

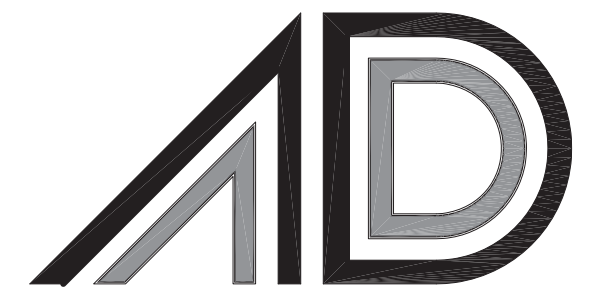
SHEET NUMBER
A1.1



1ST FLOOR PLAN

SCALE: 3/32" = 1'-0"





664 W Veterans Parkway, Suite A
Yorkville, Illinois 60560
Phone: 630-385-2945
E-mail: alberto@agamadesigns.com

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FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
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PROJECT: PROPOSED MIX-USE DEVELOPMENT
800 IRVING PARK ROAD
BENSENVILLE, IL 60106
CLIENT: A&E LUXURY BUILDERS

JOB NO. 22-111
DATE 12-23-22
FILE 05-224
PLOT SCALE 1:1

OWNER APPROVAL
Signature _____
Date _____

SHEET TITLE
SECOND FLOOR PLAN

SHEET NUMBER
A1.2



FLOOR PLAN NOTES

- 1 SCHINDLER 3300 MRL TRACTION ELEVATOR – 2500 lb. CAPACITY ELEVATION. SEE MEP DRAWINGS
- 2 OFFICE; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES
- 3 BALCONY; REFER TO SHEETS A1.6 (FOR SIZE) REFER TO STRUCTURAL DRAWINGS FOR CONSTRUCTION – DECK CONSTRUCTION SHALL BE METAL FRAME CONSTRUCTION AND FLOOR AS REQUIRED BY SECTION 1406.3 IBC 2018
- 4 CORRIDOR; REFER TO INTERIOR ROOM SCHEDULE A1.10 FOR FINISHES. REFER TO REFLECTED CEILING PLAN DWG. A1.7, A1.8 & A1.9 FOR LAYOUT.
- 5 STAIRWAY. NON COMBUSTIBLE CONSTRUCTION TO INCLUDE METAL FRAMING AND CONCRETE PAN THREADS & RAISERS AND STRINGERS BUILT WIT METAL CHANNELS . PROVIDE HANDRAILS AS REQUIRED. REFER TO SHEET A1.6 FOR FLOOR PLAN DIMENSIONS. REFER TO SHEETS A3.7 AND A3.9 FOR STAIR SECTIONS.
- 6 VERTICAL SHAFT FOR HVAC DUCTWORK OF COMMON AREAS. SEE PARTITION SCHEDULE FOR CONSTRUCTION.
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- 10 MOP SINK – SEE PLUMBING DRAWINGS.
- 11 SPRINKLER ROOM; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES.
- 12 MAIN LOBBY; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES. PROVIDE DECORATIVE SOFFIT–SEE FLOOR PLAN IN SHEET A1.6 FOR DIMENSIONS
- 13 TOILET ROOMS; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES.
- 14 CONFERENCE ROOM; REFER TO INTERIOR ROOM SCHEDULE A1.10 FOR FINISHES.
- 15 SOLID SURFACE COUNTER SEE – FLOOR PLAN IN SHEET A1.6 FOR DIMENSIONS
- 16 MULTIUSE ROOM; REFER TO INTERIOR ROOM SCHEDULE A1.10 FOR FINISHES.
- 17 EXERCISE ROOM; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES.
- 18 DWELLING UNITS GARAGE; REFER TO INTERIOR ROOM SCHEDULE SHEET A1.10 FOR FINISHES.
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- 25 FLOOR DRAINS – REFER TO PLUMBING DRAWINGS
- 26 ALUMINUM DOWNSPOUT – SIZE 6"x4" PROVIDE SPLASH BLOCK AT DISCHARGE – SEE CIVIL DRAWINGS
- 27 AREA OF RESCUE ASSISTANCE – PROVIDE A 30" X 48" AREA AND A SIGN IDENTIFYING THE AREA – ANY OPENINGS WITHIN 10'-0" HORIZONTALLY OF THE EXTERIOR AREA FOR ASSISTED RESCUE SHALL BE PROTECTED WITH A MIN. OF 45-MINUTE OPENING PROTECTIVES.
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- 30 HANDICAP ACCESSIBLE LAVATORY – SEE PLUMBING DRAWINGS
- 31 KITCHEN SINK – SET COUNTER HEIGHT AT 34" A.F.F SEE PLUMBING DRAWINGS
- 32 PROVIDE ROUGH-IN PLUMBING FOR FUTURE TOILET ROOMS (TYP)



SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



NORTH ELEVATION

SCALE: 3/16" = 1'-0"



AGAMA DESIGNS
architecture

664 W Veterans Parkway, Suite A
Yorkville, Illinois 60560
Phone: 630-385-2945

E-mail: alberto@agamadesigns.com

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ISSUED	DATE
FOR APPROVAL	
FOR PERMIT	
FOR BID	
FOR CONST.	

REVISIONS	DATE
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4	

PROJECT: PROPOSED MIX-USE DEVELOPMENT
800 IRVING PARK ROAD
BENSENVILLE, IL 60106
CLIENT: A&E LUXURY BUILDERS

JOB NO. 22-111
DATE 12-23-22
FILE 05-224
PLOT SCALE 1:1

OWNER APPROVAL
Signature _____
Date _____

SHEET TITLE
ELEVATIONS

SHEET NUMBER
A2.2

Fidelity National Title Company, LLC

903 Commerce Dr, Ste 180, Oak Brook, IL 60523

Phone: (630)574-7272 | Fax: (630)574-1689

MASTER STATEMENT

Settlement Date: January 13, 2022

Escrow Number: DW20034302A

Disbursement Date: January 13, 2022

Escrow Officer: Karrie B. Wagner

Email: Karrie.Wagner@fnf.com

Buyer: VILLAGE OF BENSENVILLE

IL

Buyer:

Seller: Mason Grave Realty, LLC - Series 102

800 W Irving Park Rd

Bensenville, IL 60106

Property: 800 W Irving Park Rd

Bensenville, IL 60106

Parcel ID(s): 03-14-118-001-0000

SELLER				BUYER			
\$	DEBITS	\$	CREDITS	\$	DEBITS	\$	CREDITS
FINANCIAL CONSIDERATION							
		1,100,000.00	Sale Price of Property	1,100,000.00			
			Deposit or earnest money DW20034302				25,000.00
			Retained by Fidelity SJO				
PRORATIONS/ADJUSTMENTS							
10,000.00			Encroachment Credit				10,000.00
30.42			January 2022 Proration Water bill				30.42
1,382.55			County Taxes				1,382.55
			01/01/22 to 01/13/22				
38,819.24			County Taxes				38,819.24
			1/1/21 to 12/31/21				
TITLE & ESCROW CHARGES							
150.00			Title - Commitment Update Fee to Fidelity National Title Company, LLC				
			Title - CPL Fee to Buyer to Fidelity National Title Insurance Company	25.00			
50.00			Title - CPL Fee to Seller to Fidelity National Title Insurance Company				
1,125.00			Title - Escrow Fees - Borrower to Fidelity National Title Company, LLC	1,125.00			
			Title - Recording Service Fee to Fidelity National Title Company, LLC	15.00			
3.00			Title - State of Illinois Policy Registration Fee to Fidelity National Title Company, LLC				
40.00			Title - Wire Transfer Service Fee to Fidelity National Title Company, LLC	40.00			
3,575.00			Title - Owner's Title Insurance to Michael Goldstein / FNT				

SELLER			BUYER				
\$	DEBITS	\$	CREDITS	\$	DEBITS	\$	CREDITS
			Policies to be issued:				
			Owners Policy				
			Coverage: \$1,100,000.00	Premium: \$3,575.00			
			Version: ALTA Owner's Policy 2006				
			GOVERNMENT CHARGES				
			Recording Fees to Fidelity National Title Company, LLC		67.00		
			MISCELLANEOUS CHARGES				
43,600.00			Commission to Straus Realty				
98,775.21	1,100,000.00		Subtotals	1,101,272.00			75,232.21
			Balance Due FROM Buyer				1,026,039.79
1,001,224.79			Balance Due TO Seller				
1,100,000.00	1,100,000.00		TOTALS	1,101,272.00			1,101,272.00

SELLER:

Mason Grave Realty, LLC - Series 102

BY: _____

BUYER:

VILLAGE OF BENSENVILLE

BY: _____

BY: _____

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Fidelity National Title Company, LLC
Settlement Agent

**A TAX INCREMENT FINANCE REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE VILLAGE OF BENSENVILLE AND A & E LUXURY
DEVELOPMENTS, LLC FOR THE SALE AND DEVELOPMENT OF A VILLAGE
OWNED PARCEL OF PROPERTY COMMONLY KNOWN AS 800 WEST IRVING
PARK ROAD, BENSENVILLE, ILLINOIS**

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**”) dated as of March _____, 2024 (the “**Effective Date**”) by and between the **VILLAGE OF BENSENVILLE**, an Illinois municipal corporation (the “**Village**” or “**Seller**”), and **A & E LUXURY DEVELOPMENTS, LLC**, an Illinois limited liability corporation (the “**Developer**” or “**Purchaser**”). The Village or Seller and Developer or Purchaser shall also be known individually as “**Party**” or collectively, as the “**Parties**.”

WITNESSETH

In consideration of the preliminary statements hereinafter set forth, the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Amongst the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

B. The Village owns a certain parcel of property commonly known as 800 W Irving Park Road that is zoned C-2: Commercial District. The land consisting of approximately 71,750 square feet, including the approximate 15,488 square foot, vacant commercial building and other improvements located thereon and identified by permanent index number (PIN) 03-14-118-001-0000 and as further legally described on **Exhibit A** (the “**Property**”), a copy of which is attached hereto and made a part hereof.

C. The Village has the authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

D. The Village has identified certain areas within its boundaries where there is a need for economic development and assistance in order to address the extraordinary measures which must be undertaken to make any development thereof economically viable and is prepared to enter into contractual agreements with third parties to achieve these purposes in order to encourage private investment, ameliorate blighting conditions, expand employment opportunities, improve the marketability of property and enhance and further diversify the tax base of the Village and other affected taxing bodies.

E. In order to implement the goals of economic development, eradicate blight and expand and diversify its tax base, the Village has adopted tax increment financing under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the “**Act**”) and has further undertaken a program for the redevelopment of certain parcels of property, which includes the Property, whereby assistance may be rendered to attract and induce development in the Village as a part of a total redevelopment project and plan for a designated area.

F. On April 20, 2011, pursuant to the Act and after giving all notices required by law and after conducting all public hearings required by law, the Village President and Board of Trustees (collectively the “**Corporate Authorities**”) passed and approved the following ordinances, which affect and encompass the Property: (i) Ordinance No. 28-2011, entitled, “*An Ordinance Designating the Village of Bensenville North Industrial District Tax Increment Financing District Redevelopment Project Area*”; (ii) Ordinance No. 29-2011 entitled, “*An Ordinance Approving the Village of Bensenville North Industrial District Tax Increment Financing District Redevelopment Project Area Redevelopment Plan and Project*”; and (iii) Ordinance No. 30-2011 entitled, “*An Ordinance Adopting Tax Increment Financing for the Village of Bensenville North Industrial District Tax Increment Financing District*” (collectively, the “**TIF Ordinances**”).

G. The TIF Ordinances designated a redevelopment plan and project applicable to the Property (the “**Redevelopment Plan**”).

H. The TIF Ordinances designated the area legally described in the Redevelopment Plan as a redevelopment project area which is identified as the North Industrial TIF District Redevelopment Project Area (the “**Redevelopment Project Area**”).

I. The Village in accordance with the TIF Ordinances and Redevelopment Plan has undertaken various strategies to spur redevelopment in the Redevelopment Project Area.

J. The Developer is an Illinois limited liability corporation duly organized, validly existing, and qualified to do business in Illinois and the Village and is in the business of commercial development and is familiar with the Redevelopment Plan and Project Area.

K. The Developer has investigated the Property and has proposed, subject to the terms of this Agreement, and in accordance with the Redevelopment Plan, to demolish the existing building on the Property and to construct an approximate 148,680 square foot 6-story mixed-residential and commercial use building. The commercial portion of the building shall comprise of an approximate 12,000 - 15,000 square feet of ground floor commercial retail multi-tenant space. The residential portion of the building shall comprise approximately 121 residential units to include 85 one bedroom and 36 two-bedroom apartment units. Common area amenities shall include a lobby, gym, private event area and dog wash station. Approximately 66 underground parking spaces and 16 first floor garage spaces shall be constructed. Apartment unit rentals shall initially range between \$1,600.00 and \$2,200.00 and retail space, shall be at \$20.00 a square foot at triple net lease. The mixed-use building shall be undertaken with planning and construction undertaken in full compliance with building and zoning codes, regulations, and requirements of

Village with architectural and construction features and outdoor landscaping approved by the Village. Architectural plans, a landscaping plan, a photometric plan and a parking plan with all required parking spaces as well as site plan renderings shall be submitted by Developer to Village for final approval but all to be undertaken, completed and maintained in a first class manner in accordance with this Agreement, and any and all federal, state, county and local laws, rules, regulations, orders, codes and ordinances applicable to the Property (collectively the “**Project**”), and as more fully described and depicted on the Project’s Preliminary Site Plan (the “**Preliminary Site Plan**”), a copy of which is attached hereto and made a part hereof as **Exhibit C**.

L. The Developer agrees that the Project shall result in an investment by the Developer in an amount equal to or in excess of \$15,000,000.00. It is understood between the Developer and the Village that said estimate is based on the Preliminary Site Plan and estimated cost of construction of the Project that may be adjusted based on the construction stage and scope of work required to undertake the Project.

M. The Developer has determined and warrants to the Village that without assistance from the Village as authorized by the TIF Act, the Developer would not proceed with the Project and the Village has determined that it shall provide financial assistance to the Developer in order to induce the Developer to acquire the Property and undertake the Project in the Project Area by transferring the Property to the Developer below the market or appraised value of the Property under the Act.

N. The Developer, subject to the terms and conditions of this Agreement, has further agreed, in reliance on the commitments set forth in this Agreement, to develop and construct the Project and undertake certain other actions, all in accordance with this Agreement.

O. The Corporate Authorities have determined that the development and construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan and, as a direct benefit of this Agreement as well as the conveyance of the Property and the contemplated development and construction of the Project, the equalized assessed value of the Property will increase resulting in higher tax revenues for the Village.

P. The Village caused a notice to be published in the February 15, 2024 edition of the Bensenville Independent Newspaper, a newspaper of general circulation within the Village of Bensenville, inviting alternative redevelopment proposals for the Property; and the publication of that notice constitutes compliance with Section 11-74.4-4(c) of the Illinois Municipal Code, 65 ILCS 5/11-74.4-4(c); and after due consideration, the Village determined that Developer’s proposal was in the best interests of the Village.

Q. The Corporate Authorities have reviewed the Project and determined that the Project is in the best interest of the Village, that it is a type of development contemplated in the Redevelopment Plan for the Project Area and that it shall further ameliorate blight; provide much needed commercial and residential opportunities to the Village; enhance the tax base of the Village and other taxing districts; and add to the health, safety, welfare and prosperity of the Village and its residents.

R. The Corporate Authorities have further determined but for the incentive herein provided to the Developer that requires the Village to convey the Property to the Developer below the market or appraised value of the Property, the Project would not occur and that such assistance under the Act is authorized and required to implement the goals of the Redevelopment Plan in order to overcome the impairments of growth and development in the Project Area.

S. The Corporate Authorities find that the benefits described herein to the Developer for the development of the Project pursuant to this Agreement are in the best interest of the Village and prosperity of the Village and its residents.

T. The Village desires to sell to Developer, and Developer desires to purchase from Village, the Property subject to the terms of this Agreement and the Developer further agrees in reliance on the Village's commitments set forth in this Agreement, to develop and construct the Project all in accordance with this Agreement.

U. The Village is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided to the Village as a municipal corporation under the Constitution of the State of Illinois, the Act, and the Corporate Authorities' passage and approval of the Ordinances described above.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1.

Incorporation of Recitals

1.1. Incorporation. The statements, representations, covenants, and recitations set forth in the foregoing preliminary statements 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 Article 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

2.

Purchase and Sale

2.1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Village will sell, and Developer will purchase the Property to undertake and complete the Project.

3.

Purchase Price

3.1. Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$125,000.00) payable by wire transfer of immediately available funds at the Closing, against which the Earnest Money (as defined below) and any net credit or proration will be debited or credited accordingly.

3.2. Earnest Money. Within ten (10) business days of the Effective Date of this Agreement, Purchaser shall deposit TEN THOUSAND AND NO/100THS DOLLARS (\$10,000.00) in cash with the Village (the “**Earnest Money**”). No interest shall be provided to the Developer by the Village. The Developer shall have the right, for any reason, to receive a full refund of the Earnest Money within the Inspection Period. Developer may terminate the transaction without further liability for any reason or no reason during the Inspection Period and the Earnest Money shall be returned to the Developer within five (5) business days. If the Closing shall fail to occur and this Agreement is terminated by any reason of a breach or default of Village under this Agreement, the Earnest Money shall be immediately refunded to Developer, unless Developer elects to seek specific performance hereunder. If Developer elects to seek specific performance hereunder and prevails on such claim, Developer shall be paid its reasonable attorney’s fees as determined by the court in an amount not to exceed \$5,000.00. If the Closing shall fail to occur and this Agreement is terminated by any reason of a breach or default of Developer, then the Earnest Money shall be paid to Village. In the event the Parties are not in default hereunder, then the Earnest Money shall be non-refundable to Developer and shall be applied to the Purchase Price at the Closing.

3.3. Intentionally Left Blank.

3.4. Waiver of Reimbursements for Project Cost and Incentives. Developer acknowledges and agrees that except for the reduction of the Purchase Price, it shall not seek reimbursements for any Project cost or other such financial or property tax incentive from the Village.

4.

Development of Property

4.1 Covenant to Redevelop. If the transaction contemplated hereunder closes, Developer shall redevelop Property and cause the Project to be constructed and operated in accordance with this Agreement, Redevelopment Plan, the Preliminary Site Plan, the Approved Plans (as defined below), and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to Property, the Project, and the Developer.

4.1.1 Plans and Specifications. On or before the expiration of the Inspection Period, Developer shall deliver the preliminary plans for the Project to be reviewed and approved by Village in accordance with Village’s customary approval and permit process in the ordinary course, but on a reasonably expedited basis (the “**Preliminary Plans**”). The Preliminary Plans shall substantially comply with the Preliminary Site Plan and this Agreement. Village shall cooperate with Developer in good faith in its review and approval of the Preliminary Plans. The Village shall have fifteen (30) business days after receipt of the Preliminary Plans by the Developer to review and either approve or provide written comment specifying the items or matters to be corrected or included in the Preliminary Plans. The Developer shall have thirty (30) business days thereafter to comment upon or revise and resubmit the Preliminary Plans to the Village for further consideration. The Village shall have thirty (30) business days after receipt of the resubmitted Preliminary Plans to review and either approve or provide written comment specifying the items or matters to be corrected or included in the resubmitted Preliminary Plans. The Developer shall have thirty (30) business days thereafter to revise and resubmit the Preliminary Plans to the Village.

Promptly following receipt of Village's approval of the Preliminary Plans and the building permit issued therefore, such Preliminary Plans shall thereafter constitute the "**Approved Plans**." Within sixty (60) days of the Effective Date, Developer shall also file all required applications and supporting documentation as may be necessary to, and thereafter utilize its best efforts to, secure those approvals of necessary governmental authorities other than Village which are a precondition to Developer's right to construct the Project according to the Approved Plans (the "**Government Approvals**"). Upon receipt of the foregoing approvals from necessary governmental authorities, Developer shall promptly provide copies thereof to the Village, as applicable.

4.1.2 Proof of Financing. On or before expiration of the Inspection Period, Developer shall deliver to the Village for its review and approval, which shall not be unreasonably withheld: (i) evidence of Developer's financial capability adequate to finance the Project, including a detailed financial commitment reasonably acceptable to the Village from a financial institution or private equity provider for the financing and construction of the Project, and (ii) if necessary, evidence of Developer's ability to make an adequate equity contribution in the amount of any gap financing. Developer shall be required to promptly either confirm or revise Proof of Financing within thirty (30) days after the expiration of the Inspection Period, but no later than the filing of all Building Permits. Developer's Proof of Financing shall always remain valid thereafter, up to the Project Completion Date. Failure of the Developer to provide Proof of Financing, or adequacy thereof, and either confirm or revise Proof of Financing to the Village within the time frame herein specified shall be cause for Village to terminate this Agreement after thirty (30) days written notice to Developer to cure by providing such Proof of Financing, or adequacy thereof. In the event Developer submits the Proof of Financing to the Village within said thirty (30) day period, the Village's Notice of Termination shall be null and void and of no further force or effect and this Agreement shall be and remain in full force and effect.

4.1.3 Zoning and Building Permits. Commencing on the Effective Date and during the Inspection Period, Developer, or proposed tenant(s), shall make application to the Village for all zoning relief or request, if applicable, necessary for the construction of the Project. Developer shall within thirty (30) days after approval of the Approved Plans (i) file all required applications and supporting documentation to the Village as may be necessary to secure the issuance of all necessary permits for the construction of the Project according to the Approved Plans required to undertake and construct the Project and (ii) file all other required applications and supporting documentation as may be necessary to secure those approvals of necessary governmental authorities other than the Village which are a precondition to Developer's right to undertake and construct the Project according to the Approved Plans (collectively the "**Building Permits**"). Upon filing for and subsequent receipt of the foregoing approvals from all necessary governmental authorities other than the Village, Developer shall promptly provide copies thereof to the Village. Failure of the Developer to submit the Preliminary Plans or file for Building Permits within the timeframe herein specified shall be cause for Village to terminate this Agreement after thirty (30) days written notice to Developer to cure by providing such Preliminary Plans or file for Building Permits. In the event Developer submits the Preliminary Plans or files for Building Permits to the Village within said thirty (30) day period, the Village's Notice of Termination shall be null and void and of no further force or effect and this Agreement shall be and remain in full force and effect and this Agreement shall be and remain in full force and effect.

4.2 Prohibited Uses. Developer shall not make or permit any use of Property that constitutes any of the following uses: adult book store, adult entertainment cabaret, pornographic entertainment facility, adult/pornographic motion picture theater, church or other place of worship, drug or alcohol treatment facility, nursing, senior or adult living home, extended stay hotel or similar lodging operation (except a three (3) or more star rated national brand hotel franchise, as approved in the sole discretion of the Corporate Authorities of the Village), airport or truck parking, flea market, pawn shop, precious metals dealer (except in connection with the sale of jewelry or a coin dealer as the principal business), pay-day loan, or tobacco shop (collectively, the “**Prohibited Uses**”). The Parties agree that the covenant of this Section 4.2 shall be a covenant running with the land and the Deed shall contain such covenant for the benefit of Village.

4.3 Progress Meetings. Developer agrees to meet with and to make presentations to Village as reasonably requested by Village to keep Village reasonably apprised of the progress of the Project, the construction schedule and completion dates, and any revisions thereto, if necessary, but in no event more than three (3) times per calendar year.

4.4 Barricades. Prior to the commencement of any construction activity requiring barricades, Developer shall install a barricade of a type and appearance satisfactory to Village and constructed in compliance with all applicable federal, state, or local laws, ordinances, and regulations. Village retains the right to approve maintenance, appearance, nature, type, and design of all barricades.

4.5 Signs. Developer may erect signs on Property during the construction of the Project of a size and a style in conformity with the Village’s sign, zoning and building codes, with Village’s prior consent, which will not be unreasonably withheld, conditioned, or delayed.

4.6 Insurance. During construction of the Project, Developer covenants and agrees to maintain builder’s risk and general liability insurance along with necessary umbrella or excess insurance coverage with such limits as would be common industry practice for a project of the size and type of the Project contemplated herein. After the issuance of the Certificates of Substantial Completion, Developer shall procure and maintain All Risk Property Insurance at replacement value of the Project to protect against loss of, damage to, or destruction of the Project.

4.7 Governmental Charges. Developer shall pay or cause to be paid when due all federal, state, county, local or other governmental taxes, levies, assessments, charges, liens, claims, or encumbrances relating to the Property and/or Project, including but not limited to real estate taxes and utility taxes (the “**Governmental Charges**”), which are assessed or imposed upon the Project and/or the Property, and which become due and payable after the Closing Date. Further, after issuance of the Certificate of Occupancy, Developer may make additions, alterations, and changes to the Project so long as such additions, alterations and changes are made in compliance with all applicable Laws, this Agreement, the Village zoning ordinance, and the Redevelopment Plan.

4.8 Environmental Covenants. Developer covenants that (i) the construction, and development of the Project will comply with all Environmental Laws; (ii) Developer shall promptly notify Village upon becoming aware of any investigation, proceeding, complaint order,

directive, claim, citation or notice by any governmental authority or any other person which is directed or threatened against the Project and/or Property and Developer shall take prompt and appropriate actions to respond thereto; and (iii) the Developer shall promptly notify the Village upon becoming aware of any non-compliance with or violation of the requirements of any Environmental Law or the release, spill, or discharge, threatened or actual, of any Hazardous Materials on the Property.

4.9 Intentionally Left Blank.

4.10 Survival. The covenants set forth in Sections 4.1, 4.3, 4.4, 4.5, and 4.6 of this Article 4 shall survive the Closing, run with the land, and be binding upon any successor in interest, assigns or transferees but shall have no further force and effect upon the issuance of a Certificate of Completion or Occupancy for the Project. Sections 4.2, 4.7, and 4.8 of Article 4 shall survive the issuance of any Certificate of Completion or Occupancy for the Project and remain covenants that shall run with the land and be binding upon any successor in interest or transferee.

5. Title and Survey

5.1. Village's Title. At Closing (as defined below), Village shall transfer to Developer title to the Property by quit claim deed. Title to the Property shall be insured by the issuance by the Title Company (as defined below) of its ALTA owner's policy of title insurance (the "**Title Policy**") in the full amount of the Purchase Price of the Property ensuring that fee simple title to the Property is vested in the Developer as well as those permitted exceptions or matters waived or deemed waived under Section 5.3.3. The issuance of the Title Policy (exclusive of extended coverage or any additional coverage or endorsements that Developer may wish to pursue and procure with the Title Company) shall be a condition to Developer's obligation to close the transactions contemplated hereby.

5.2. Title Commitment; Survey. After the Effective Date, Village shall order or provide (a) a current, effective ALTA owner's title insurance commitment (the "**Title Commitment**") issued by reputable title company (the "**Title Company**"), in the amount of the Purchase Price of the Property with Developer as the proposed insured, and (b) an ALTA Land Title Survey of the Property (the "**Survey**"). The Village shall provide the Developer with a copy of the Title Commitment and the Survey or any updates thereto within five (5) days of receipt.

5.3. Title Objections; Cure of Title Objection.

5.3.1. Developer may deliver to Village written notice (the "**Objection Notice**") objecting to title and survey matters, excluding the Encroachment defined below (the "**Title Objections**") before the date that is thirty (30) days prior to the expiration of the Inspection Period (the "**Title Review Period**") for matters disclosed by the Title Commitment or Survey. Developer expressly understands and acknowledges that an encroachment of five parking spaces separated from the rest of the property by a guard rail along the southern half of the Eastern boundary line of the Property exist and shall remain on the Property after the Closing (the "**Encroachment**"). Developer further expressly agrees that the Property will be conveyed by the Village with the

Encroachment, and that said Encroachment shall be raised in the Title Commitment and Survey and shall remain an exception to the Title Policy, as it is unlikely and in the sole discretion of the Title Company to provide additional coverage or issue an endorsement over any claim or dispute concerning the Encroachment.

5.3.2. On or before the fifth (5th) day after Village's receipt of an Objection Notice, which shall exclude the Encroachment, Village must notify Developer in writing whether Village will cure any or all Title Objections, excluding the Encroachment. Village's failure to provide such a notice shall be deemed a declination to cure all Title Objections. If Village elects to cure any or all Title Objections, Village shall use its best efforts and due diligence to have each Title Objection except the Encroachment released or satisfied. If (i) Village fails to have each such Title Objection that it has elected to release, satisfy or insure over, as applicable, either removed, satisfied or insured over (if applicable) to Developer's satisfaction at or before Closing, or (ii) if Village elects not to cure all of the Title Objections, then, within five (5) days after Developer receives notice of Village's election, Developer may elect, by giving written notice to Village, to either:

- i. accept conveyance of the Property subject to the Title Objections and the Encroachment which Village is unwilling or unable to cure, and without reduction of the Purchase Price; or
- ii. terminate this Agreement for reasons other than the Encroachment and, upon delivery of such notice, this Agreement will terminate, and neither Developer nor Village shall have any further rights, obligations, or liabilities hereunder unless specifically provided for in this Agreement, except that the Earnest Money shall be returned to Developer.

Developer's failure to provide written notice to Village of such election will be deemed an election by Developer to accept conveyance of the Property with the Encroachment and subject to the Title Objections which Village is unwilling or unable to cure, and without reduction of the Purchase Price, under clause (i) above.

5.3.3 All title and survey matters shown on the Title Commitment and the Survey not objected to by Developer in an Objection Notice shall be deemed waived and further deemed to be permitted exceptions.

6. Inspection

6.1. Right of Inspection. Developer may, at Developer's expense, enter the Property at any commercially reasonable time and make all due diligence investigations, studies, tests, and samplings which Developer desires (the "**Inspections**"), including, without limitation, geological, environmental, engineering, surveying, ground water and soil tests. Developer may access and inspect, and Village shall make available at its offices to Developer, all files, books, and records maintained by Village, wherever located, relating to the Property, including, but not limited to, environmental reports, condition reports, bills, invoices, correspondence, title commitments, surveys, plats, easements and specifications, licenses and warranties, and any other items reasonably requested by Developer. Village expressly disclaims any representation or warranty

with respect to the accuracy or completeness of any such items so furnished or made available to Developer. Developer shall not conduct any invasive or destructive inspections of the Property, including without limitation, drilling, or boring, without the Village's prior written consent, which shall not be unreasonably withheld or delayed. Developer shall further keep the Property free and clear of any and all liens resulting from any such entry onto the Property. During the Inspections, Developer will maintain or will cause its contractors or consultants to maintain comprehensive liability and property damage insurance with a limit of \$500,000.00 for each incident and a \$1,000,000.00 policy limit for aggregate operations on an occurrence basis. Prior to entering the Property, Developer shall provide Village with evidence, reasonably satisfactory to Village, of such insurance, which such insurance shall name Village as an additional insured thereunder. Developer will indemnify, defend and hold Village, its agents, employees, contractors, attorneys and representatives harmless from any and all losses, claims, demands, liabilities, fees, damages, costs and expenses, arising out of or resulting from the entry of Developer or any of its agents, employees, contractors or representatives onto the Property; excluding, however, losses arising out of (i) any negligent or intentional acts of Village, and (ii) the discovery of any defects or environmental conditions existing on or prior to the date of the Inspections. If the Closing does not occur, Developer shall promptly repair, at Developer's sole cost and expense, the Property with respect to any damage caused by such inspections and restore the Property to substantially the same condition that existed prior to such test or inspection. Developer's obligations to so defend, hold harmless and indemnify the Village, its agents, employees, contractors, attorneys, and representatives and to so repair the Property shall survive the Closing Date and delivery and recordation of the Deed, or termination of this Agreement.

6.2. Right of Termination.

6.2.1. Inspection Period. The obligation of Developer to purchase the Property is subject to the condition that Developer, in its sole and exclusive judgment and discretion based upon the Inspections and analysis at its sole cost and expense, shall have approved the Property for purchase, including, but not limited to, soil tests, engineering reports, environmental reports, zoning and the feasibility of Developer's contemplated use of the Property (the "**Inspection Contingency**"). Developer shall satisfy or waive such Inspection Contingency before Developer shall be obligated to purchase the Property. This Inspection Contingency shall be satisfied or waived by Developer, or this Agreement terminated by Developer, in Developer's sole, exclusive judgment and discretion, no later than the end of the Inspection Period. The "**Inspection Period**" is that period beginning on the Effective Date and ending at 6:00 p.m. Central Time on the ninetieth (90) day after such date (the "**Inspection Date**"). Developer may at any time on or before the expiration of the Inspection Period, do one of the following: (i) send notice of acceptance to the Village (the "**Termination Waiver**"); or (ii) terminate this Agreement by sending written notice to Village (the "**Termination Notice**"). If Developer fails to timely send a Termination Waiver or Termination Notice, Developer shall be deemed to have irrevocably sent a Termination Notice. Upon issuance of the Termination Notice, Village and Developer shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement and the Earnest Money shall be returned to the Developer in accordance with Section 3.2 of this Agreement. If Developer delivers a Termination Waiver, Developer shall have no further right to terminate the Agreement.

7.
Closing

7.1. Time and Place of Closing. Notwithstanding anything contained in this Agreement to the contrary, the closing on the Property (the “**Closing**”) shall be at a date and time that is the earlier of the following: (i) no less than twenty (20) business days after the satisfaction or waiver of the applicable provisions and conditions set forth in Article 4, Article 5, Article 6 and Article 7; or (ii) such date as Developer and Village mutually agree upon (the “**Closing Date**”).

7.2. Village’s Closing Obligations. At Closing, Village will:

7.2.1. Special Warranty Deed. Deliver to Developer a Special Warranty deed in the form attached as **Exhibit B** (the “**Deed**”) conveying to Developer all of Village’s right, title, and interest in the Property;

7.2.2. Evidence of Authority. Deliver to Developer such evidence as the Title Company may reasonably require as to the authority of the Village to convey the Property;

7.2.3. Owner’s Affidavit. Deliver to the Title Company a title insurance affidavit, if required by the Title Company to issue the Title Policy, duly executed by Village, in form and content reasonably satisfactory to Developer and the Title Company;

7.2.4. Settlement Statement. Deliver to Developer an executed settlement statement setting forth the amounts paid by or on behalf of and/or credited to Developer and Village pursuant to this Agreement;

7.2.5. Possession. Deliver to Developer exclusive possession of the Property except for the Encroachment;

7.2.6 Transfer Declaration. Village shall execute and deliver any required transfer declarations and other documents required by law to be executed delivered or obtained in connection with the transfer of the Property;

7.2.7 Village Representations and Warranties. Deliver to Developer a certificate certifying the accuracy of Village’s representations and warranties as of the Closing Date;

7.2.8 Affidavit of Title. Execute and deliver to Developer and Affidavit of Title covering the Property, in customary form;

7.2.9 Closing Statement. Execute and deliver a Closing Statement;

7.2.10 Affidavit of No Property Manager. Execute and deliver an Affidavit of No Property Manager for the Property;

7.2.11 GAP Undertaking. Village shall provide and pay for any "GAP Undertaking" required by Title Company for the closing to occur. The cost of any required escrow shall be divided equally between Seller and Purchaser.

7.2.12 Intentionally Left Blank.

7.2.13 Other Items. Deliver such additional documents as shall be reasonably requested by Developer or the Title Company or required to consummate the transactions contemplated by this Agreement; however, that in no event shall Village be required to undertake any other material liability not expressly contemplated in this Agreement, unless Village elects to do so in its sole discretion.

7.3. Developer's Closing Obligations. At Closing, Developer shall:

7.3.1. Evidence of Authority. Deliver to Village such evidence as Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Developer;

7.3.2. Settlement Statement. Join Village in the execution of the Settlement Statement;

7.3.3. Transfer Declarations. Join Village in the execution and delivery of transfer declarations to the extent required by applicable law;

7.3.4. Developer Representation and Warranties. Deliver to Village a certificate certifying the accuracy of Developer's representations and warranties of the Closing Date, including acceptance of the Property with the Encroachment;

7.3.5. Payment of Building Permit and Other Fees. Developer shall have paid Village prior to the Closing Date all building permit fees and other applicable fees to construct the Project; and

7.3.6. Other Items. Deliver such additional documents as shall be reasonably requested by the Village or Title Company that are required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Developer be required to undertake any other material liability not expressly contemplated in this Agreement, unless Developer elects to do so in its sole discretion.

7.4. Credits and Prorations. Prorated or credited items shall include, without limitation, the following:

7.4.1. Taxes. The Village represents that the Property is currently tax exempt and will remain so until Closing. General, special, ad valorem, and other property taxes and assessments, if any, imposed (collectively, the "Taxes") after the Closing Date shall be paid by the Developer. To the extent any Taxes have accrued prior to the Closing Date, Developer and Village will prorate Taxes for such calendar year based on the most recent tax bills.

7.4.2. Other Expenses. Unless otherwise expressly agreed in writing between Village and Developer, no other expense related to the ownership of the Property shall be charged to or paid or assumed by Developer that is allocable to any period before the Closing.

7.5. Closing Costs. Seller shall be responsible for any and all title policy premium charges and costs, extended coverage, ½ of the escrow fees, if applicable, State, County and local transfer taxes and preparation of the Survey. Purchaser shall be responsible for any and all title endorsements required by Purchaser or its lender, ½ of the escrow fees, if applicable, recording fees, lender's title policy, if any, lender's fees and inspection documents of Developer or any environmental studies or analysis undertaken by the Developer (the "**Closing Costs**"). Each Party shall bear its own attorney's fees.

7.6. Conditions to Closing.

7.6.1. Developer's Conditions. Developer's obligation to purchase the Property is conditioned upon and subject to the occurrence of or the waiver (by Developer in its sole discretion) of the following prior to Closing:

- a. All representations and warranties of the Village contained in this Agreement shall be true and correct in all material respects as of the Closing Date;
- b. Village must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Village as of the Closing Date; and
- c. All other conditions precedent to Developer's obligation to purchase the Property which are set forth in this Agreement shall have been satisfied or waived on or before the Closing Date.

7.6.2. Village's Conditions. Village's obligation to close on the sale of the Property is conditioned upon and subject to the occurrence of or the waiver (by Village in its sole discretion) of the following prior to Closing:

- a. Developer must have delivered or caused to be delivered all items required to be delivered under this Agreement; including but not limited to the following: (i) satisfaction or waiver of the conditions set forth in Section 7.6; (ii) submission of plans for the construction of the Project for review and approval by Village and make application to Village for all permits necessary for the construction of the Project; (iii) a firm written commitment from a financial institution or a private equity provider for the financing and construction of the Purchase Price and Project; and (iv) contract(s) for services with Developer to construct the Project. Village shall have the unilateral right to terminate this Agreement if Developer fails to obtain conditions (i), (ii), (iii), and (iv) within one hundred eighty (180) days after the Effective Date.

- b. All representations and warranties of the Developer contained in this Agreement shall be true and correct in all material respects as of the Closing Date;
- c. Developer must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Developer as of the Closing Date; and
- d. All other conditions precedent to Village's obligation to sell the Property which are set forth in this Agreement shall have been satisfied on or before the Closing Date.

7.6.3. In the event any of the foregoing conditions set forth in Section 7.6 have not been satisfied by the Closing Date, provided that such failure is not the result of a default hereunder by the non-performing party (in which event the performing party would have the rights and remedies described in this Agreement), the performing Party shall have the right to (i) waive such condition or (ii) terminate this Agreement by written notice to the other Party on or before the Closing Date, whereupon the parties shall have no further rights, duties or obligations under this Agreement, other than those which expressly survive the termination of this Agreement.

8.

Representations, Warranties and Covenants

8.1. Representations and Warranties of Village. Village represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

8.1.1. Authority. Village is duly organized and validly exists under the laws of the State of Illinois. Village has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by Village, is a valid and binding obligation of Village and is enforceable against Village in accordance with its terms. Village has obtained all consents and permissions required under any covenant, agreement, encumbrance, law, or regulation which bind Village or the Property.

8.1.2. Pending Actions. No action, suit, administrative or judicial proceeding, or unsatisfied order or judgment (each, a "**Pending Action**") is pending or, to the best of Village's knowledge, threatened which may adversely affect Village's ability to perform under this Agreement or which otherwise affects the Property.

8.1.3 No Other Right to Acquire Property. Seller is not a party to any written agreement with any person, firm, corporation, or other entity that has any right or option to acquire the Property or any portion thereof.

8.1.4 No Breach of Other Agreement. Seller's execution of and performance under this Agreement shall not constitute a breach of any agreement, understanding, order, judgment, or decree, written or oral, to which Seller is a party and to which any part of the Property may be bound.

8.1.5 Leases. There are no leases affecting the Property.

8.1.6 Condemnation. No condemnation proceedings are pending or threatened against the Property.

8.1.7 Contracts; Property Information. There are no contracts or agreements affecting the Property other than the permitted exceptions.

8.1.8 Employees. Village employs no contractor or third party with the management of the Property.

8.1.9 Property Taxes. The Property is currently tax exempt.

8.2. Village's Disclaimer with Respect to Physical Condition of Property and Applicable Laws and Regulations; Developer to Take Property "As Is"; Developer's Release Regarding Environmental Hazard Risks.

8.2.1. Physical Condition of Property. Village makes no representation or warranty to Developer whatsoever with respect to the physical condition of the Property, including the Encroachment. Developer acknowledges that:

- a. Developer has entered into this Agreement and if Developer purchases the Property hereunder, Developer will do so based on its own investigation of the physical condition of the Property, including any improvements, the Encroachment and the soils and ground water conditions of the Property and its immediate environs; and
- b. Developer will acquire the Property in an "AS IS" condition with known and unknown faults and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

8.2.2. Compliance with Law. Village makes no representation or warranty whatsoever as to existing or proposed governmental laws or regulations applicable to the Property, including without limitation laws or regulations concerning Hazardous Materials. Developer acknowledges that it has entered into this Agreement and if Developer purchases the Property hereunder, Developer will do so on the basis of its own review and investigation of the applicability and effect of such laws and regulations, and Developer assumes the risks that adverse matters may not have been revealed by its investigation. The term "**Hazardous Materials**" includes petroleum (including crude oil or any fraction thereof) and any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Environmental Laws, in any case at levels or concentrations requiring monitoring, reporting, remediation or removal in accordance with Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement applicable to the Property, and all applicable state, regional, county, municipal and

other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate hazardous or toxic substances and materials.

8.2.3 Waiver. Developer after expiration of the Inspection Period hereby waives, releases, acquits and forever discharges Village and its officers, directors, partners, employees, agents, attorneys, and any other person acting on behalf of Village, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseeable or unforeseeable, which Developer now has or which may arise in the future on account of or in any way growing out of or connected with the presence in or on the Property, or under the surface of the Property, of underground storage tanks, asbestos-containing materials, transformers or other equipment containing polychlorinated biphenyls, or any Hazardous Materials. The foregoing covenant of Developer shall survive and be enforceable in accordance with its terms following the consummation of this transaction and shall not be merged with or into the Deed delivered by Village to Developer at the Closing Date. Developer acknowledges and agrees that Developer is acquiring the Property in an “AS IS” condition and solely in reliance on Developer's own inspection; and, that neither Village nor any of its officers, directors, partners, employees, agents, engineers, attorneys, and any other person acting on behalf of Village (collectively the “**Agents**”) have made any representations or warranties, express or implied, verbal or written, with respect to any aspect of the Property (including without limitation the physical and environmental condition of the Property and the subsurface conditions of the soil and water) or its fitness for any particular use. Developer further acknowledges that Developer has investigated and is aware of all governmental requirements and other matters of a similar nature affecting the use and condition of the Property and the physical condition of the Property (including, but not limited to subsurface soil and water conditions), and agrees to purchase the Property, subject to the provisions contained herein, in the condition that it is in on the Closing Date. Developer hereby waives, releases and forever discharges Village and its Agents from any and all claims, actions, liabilities, judgments, demands, rights, damages and expenses whatsoever, direct or indirect, which Developer now has or which may arise in the future on account of or in any way connected with the condition of the Property, including without limitation, the environmental condition of the Property, the value, condition, status, or quality of the Property, and any law or regulation applicable thereto, and any and all claims it may have against Village and its Agents under any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, any Hazardous Materials or Environmental Laws, as these laws have been amended or supplemented. The provisions of this Section 8.2.3 shall survive the Closing and the conveyance of the Property to Developer.

8.3. Survival of Village's Representations and Warranties. The representations and warranties of Village set forth in Section 8.1 shall survive the Closing for a period of twelve (12) months after Closing.

8.4. Village's Covenants. In addition to other covenants, Village covenants with Developer, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

8.4.1. Operation of Property. Village shall maintain the Property in a manner materially consistent with the manner in which Village has maintained the Property prior to the Effective Date.

8.4.2. Provide Copies of Notices. Village shall timely furnish Developer with a copy of all notices received by Village from any governmental authority or other party of any violation of any law, statute, ordinance, regulation, or order of any governmental or public authority relating to the Property following Village's receipt thereof and in no event later than two (2) business days prior to the Closing Date.

8.4.3. Execution of New Contracts. Village shall not enter into any lease, contract or agreement that will be an obligation affecting the Property after the Closing.

8.4.4. Cooperation. Throughout the term hereof, provided Developer is diligently pursuing the same, Village shall cooperate fully with Developer to obtain all approvals necessary for the rehabilitation and construction of the Project.

8.4.5. Condemnation. Village shall not initiate any action to take all or any portion of the Property by eminent domain proceedings.

8.4.6. Liens and Encumbrances. Village shall not cause any lien or any other encumbrance to be recorded against the Property.

8.5. Developer's Representations and Warranties. Developer represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

8.5.1. Developer's Authority. Developer has the right and authority to enter into this Agreement. The person signing this Agreement is authorized to do so. This Agreement has been duly authorized, executed and delivered by Developer, is a valid and binding obligation of Developer and is enforceable against Developer in accordance with its terms. Developer has obtained all consents and permissions required in connection with this Agreement under any covenant, agreement, encumbrance, law, or regulation by which Developer is bound. Developer shall provide prior to or at Closing all documents required by Title Company authorizing this transaction.

8.5.2. Pending Actions. No Pending Action is pending or threatened which may adversely affect Developer's ability to perform under this Agreement.

8.5.3. Taxes. The Developer has not failed to file any applicable income or other tax returns or to pay any income or other taxes when due which failure would have a material adverse effect on the Developer's ability to perform and satisfy its obligations and duties under this Agreement, including the construction of the Project. There is no controversy or objection pending, or to the knowledge of the Developer, threatened in respect of any tax return of the Developer which would have a material adverse effect on the Developer's ability to perform and satisfy its obligations and duties under this Agreement.

8.5.4. Compliance. As of the date of this Agreement and as of the Closing Date, Developer represents and warrants as follows:

- a. Developer's funds are derived from legitimate business activities and a private equity provider; and
- b. Developer is not a person with whom Village is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Developer or any party that has ownership in or control over Developer being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control or other lists of similar import).

8.6. Survival of Developer's Representations and Warranties. The representations and warranties of Developer set forth herein shall survive the Closing for a period of twelve (12) months after Closing.

8.7. Developer's Covenants. Provided this Agreement has not otherwise been terminated and the Closing has occurred in accordance herewith, Developer covenants with and to the Village as follows:

8.7.1. Construction of Project. Subject to delays resulting from Force Majeure, Developer shall commence construction of the Project within thirty (30) days after the later of (i) the Closing Date; or (ii) the date the Building Permits have been issued by the Village (the "**Project Commencement**"), and Developer shall substantially complete construction of the Project within two (2) year of the Closing Date (the "**Project Completion Date**"). Developer shall have the right to extend the Project Completion Date for no more than one hundred and eighty (180) days upon written notice to the Village delivered no less than thirty (30) days before the expiration of the Project Completion Date, or any extension thereto. The Developer shall have the right to seek the temporary occupancy of one or more floors upon written approval by the Village, provided that all safety and building codes are met, all regular and emergency exits are installed and fully operational, all fire sprinkler and fire alarm systems are installed and fully operational, all fire walls and openings are secured and exit paths remain open at all times with no exception. The approval of any temporary occupancy of a floor shall not amend, limit, or qualify the Project Completion Date. For purposes of this Agreement, "Force Majeure" shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages, pandemics, significant material or supplies shortage not attributable to Developer or unavailability of labor for the Project in the Chicagoland Area, or other cause beyond the reasonable control of Developer or Village, as applicable. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure. The responsibility to substantiate a claim for an event caused by Force Majeure shall rest with the party claiming such event of Force Majeure.

- a. Covenants Related to the Project. Developer covenants to construct the Project. Developer shall develop the Property and cause the Project to be constructed and operated in accordance with this Agreement, and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to the Property, the Project, and the Developer; and
- b. Certificate of Completion or Occupancy. The Project shall be deemed to be substantially completed upon issuance of the Certificate of Completion or Occupancy by the Village. Developer acknowledges that a Certificate of Completion or Occupancy for the Project shall not be issued unless and until the Project is developed and constructed in accordance with this Agreement, the Approved Plans, and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to the Property, the Project, and the Developer.
- c. Liquidated Damages. Developer covenants and agrees that in addition to any other remedy or legal action or proceeding available to Village, if Developer fails to complete the Project by the Project Completion Date as herein required, Developer shall pay to the Village and the Village is entitled to liquidated damages to compensate the Village for lost property and other tax revenues in the amount of five hundred dollars (\$500.00) each and every day until such time as a Certificate of Occupancy for the Project is issued.
- d. Reconveyance of Property by Developer to Village. If Developer fails to demolish the structure on the Property as part of the Project no later than sixty (60) days of the Closing Date the Developer shall unconditionally convey the Property back to the Village. The Village shall only pay the Developer the Purchase Price for the conveyance of the Property. The Developer shall pay all closing costs associated with the conveyance. If Developer fails to commence construction of the mixed-use building after the demolition of the structure on the Property as part of the Project no later than thirty (30) days after the demolition of the structure on the Property, the Developer shall unconditionally convey the Property to the Village. The Village shall only pay the Developer the Purchase Price for the conveyance of the Property. The Developer shall pay all closing costs associated with the conveyance. The Developer shall not seek, demand, or receive any additional compensation or reimbursement for costs incurred by the Developer and the Village shall have the unilateral right without objection by Developer to use all or a portion of the Purchase Price to be paid to the Developer for the Property for payment to any party for material or services provided at the Property on behalf of or at the direction of the Developer in any of the above-referenced conveyance scenarios. In no way shall payment by the Village for any material or service relieve the Developer of any responsibility or obligation incurred concerning such materials or service.

8.7.2. Costs Associated with the Project. Developer shall be solely financially responsible for any and all costs associated with the transfer and construction of the Project on the Property unless specifically set forth herein.

8.7.3. Project Financing. Developer represents, warrants, and covenants it has adequate equity or financing to construct the Project.

8.7.4 Survival. The provisions of Section 8.7 shall survive the Closing and the conveyance of the Property to Developer. The covenants in this Section 8.7 shall automatically terminate and be of no further force and effect upon the issuance of a Certificate of Completion or Occupancy for the Project.

9.

Default and Remedies

9.1. Developer's Default. If the sale of the Property as contemplated by this Agreement does not occur because of Developer's default under this Agreement, Village's sole remedy and relief for any such default of Developer shall be to terminate this Agreement by written notice to Developer. Notwithstanding anything to the contrary contained in this Section, Village and Developer agree that the remedies in the previous sentence are not intended to (i) apply to any default or breach by Developer under Section 8.7 hereof, or (ii) limit Developer's obligations under Section 12.1 hereof. In the event Developer fails to perform or satisfy its obligations, a default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from Village specifying the nature of this default; provided, however, defaults which are not capable of being cured within such 30-day period, the Developer shall not be deemed to have defaulted under this Agreement if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed ninety (90) days of its receipt of written notice from Village specifying the nature of default. If Developer has not cured or remedied a default within the timeframes provided for herein, the Village may seek all remedies available at law or equity, including damages.

9.2. Village's Default. If the sale of the Property as contemplated by this Agreement does not occur because of Village's default under this Agreement, Developer's sole remedy and relief for any such default of Village shall be either of the following: (i) terminate this Agreement by written notice to Village and receive a refund of the Earnest Money, or (ii) pursue an action for the specific performance of Village's obligations hereunder.

10.

Risk of Loss

10.1. Condemnation. If, between the Effective Date and the Closing Date, a governmental authority initiates action to take all or any portion of the Property by eminent domain proceedings, Developer may either (a) terminate this Agreement without further liability to Village and neither party shall have any obligation to the other under this Agreement, except as expressly

provided for under this Agreement; or (b) continue to Closing. In the event that Developer elects (b) above, the award of the condemning authority shall be assigned to Developer at the Closing.

10.2. Casualty. Village assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If, between the Effective Date and the Closing Date, the Property suffers Material Damage, Village shall promptly, and in any event prior to the Closing, notify Developer. Developer may elect, by written notice delivered to Village within fifteen (15) days after receipt of such notice, to either (a) terminate this Agreement without further liability to Developer and neither party shall have any further obligation to the other hereunder except as may be expressly provided in this Agreement, or (b) continue to Closing. The Closing Date shall be extended as necessary to permit Developer the full fifteen (15) days. “**Material Damage**” means damage which may cause, in Developer’s reasonable judgment, Developer to expend additional funds to prepare the Property for the Project that it otherwise would not expend. If Developer does not terminate this Agreement in the case of Material Damage, Village shall assign to Developer at the Closing its right to recover under any insurance policies covering such damage (if any) and shall pay Developer at the Closing the amount of the deductible or other self-insured retention, if any. If between the Effective Date and the Closing Date, the Property suffers damage which is not Material Damage, Village shall assign to Developer all insurance proceeds payable on account of such damage and pay to Developer at Closing the amount of any deductible or uninsured loss under such insurance policy.

11. Intentionally Deleted

12. Indemnity

12.1. Developer’s Indemnity of Village. Developer hereby agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action, expenses and any matter or issue (including, without limitation, attorneys’ fees and court costs) actually suffered or actually incurred by the Village (except that caused by the negligence or willful misconduct of the Village) in any way, or as resulting from third party claims against Village arising from or in connection with the failure of Developer to perform its obligations or covenants under this Agreement. The provisions of the undertakings and indemnification set out in this Section shall survive the Closing and/or termination of this Agreement.

13. Miscellaneous

13.1. Assignment. The agreements, undertakings, rights, benefits, and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. Notwithstanding any provision in this Agreement, Developer may not assign its rights under this Agreement without first obtaining Village’s written approval, in Village’s sole discretion.

13.2 Brokers. Parties represent to one another, each with respect to its own actions, that it has not retained nor hired any broker nor real estate consultant in connection with the conveyance evidenced by this Agreement. Each party agrees to indemnify the other for any claim for a broker commission or other compensation arising out of this Agreement and the contemplated transactions.

13.3 Notices. Any notice required under this Agreement shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by mail by United States certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, deposit with such overnight courier for next business day delivery, or three (3) business days after deposit in the United States mail. The parties' respective addresses for notice purposes are as follows:

If to Developer: A & E Luxury Developments, LLC
 Attn: Amit Pete Baftiri
 5S541 Radcliff Road
 Naperville, Illinois 60563

with a copy to: Frank M. Greenfield
 3 Revere Dr. Suite 200
 Northbrook, Illinois 60062

and

Donald B. Levine
55 W. Monroe Street Suite 1100
Chicago, Illinois 60603

If to Village: Village Manager
 Village of Bensenville
 12 South Center Street
 Bensenville, Illinois 60106

with a copy to: Village Clerk
 Village of Bensenville
 12 South Center Street
 Bensenville, Illinois 60106

13.4 General Provisions. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

13.5 Governing Law. This Agreement is governed by the laws of the County of DuPage and State of Illinois.

13.6 Jurisdiction, Venue and Forum. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of DuPage, State of Illinois, and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of DuPage, State of Illinois and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.

13.7 Waiver. No waiver by any party of any breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision itself, or a waiver of any right, power, or remedy under this Agreement.

13.8 Entire Agreement. This writing contains the entire agreement of the Parties and may not be amended except in writing, signed by both Village and Developer. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied or by operation of law, between the Parties or other than as herein set forth or as specifically referred to herein.

13.9 Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

13.10 Calculation of Time Periods. In computing any period of time described in this Agreement, the day of the act of event after which the designated period of time begins to run is not to be included, unless such last day is a Saturday, Sunday, or legal holiday in the Village or under the laws of the State of Illinois, in which event the period shall run until the end of the next business day.

13.11 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any section or subsection.

13.12 Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

<u>Exhibit A</u>	Legal Description
<u>Exhibit B</u>	Deed
<u>Exhibit C</u>	Preliminary Site Plan

13.13 Entire Agreement. This Agreement, including Exhibits, contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

13.14 Termination of Agreement. If either Developer or Village terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination will operate to relieve Village and Developer from all obligations under this Agreement, except for such obligations that expressly survive the termination of this Agreement.

13.15 Survival. All provisions of this Agreement which are not fully performed as of Closing shall survive Closing.

13.16 Time of Essence. Time is of the essence with respect to this Agreement.

13.17 Severability. If any provision of this Agreement shall be in violation of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any provision shall not invalidate or render unenforceable any other provision hereof, which other provisions shall remain in full force and effect.

13.18 Further Assurances. Village and Developer shall do such further acts and execute and deliver such further agreements and assurances as the other party may reasonably require to give full effect and meaning to this Agreement.

13.19 Representatives Not Personally Liable. No elected or appointed officer, official, attorney, employee, consultant, or agent of the Village shall be personally liable to the Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

13.20 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and terminate on the first to occur (i) twenty (20) years from the date of issuance of the Certificate of Completion or Occupancy, subject to the covenants herein contained; or (ii) the early termination of this Agreement in accordance with the provisions herein contained.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF BENSENVILLE, ILLINOIS,
An Illinois municipal corporation

Village President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this _____ day of _____ 2024, before me, personally appeared _____, personally known, who being by me duly sworn did say that he is the Village President of the Village of Bensenville, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in DuPage County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

A & E Luxury Developments, LLC

By : _____

Its : _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this _____ day of _____ 2024, before me, personally appeared _____, personally known, who being by me duly sworn did say that they have read this Agreement and understand they are entering into contract for the purchase of property as a duly qualified and authorized officer of the above-referenced corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____ County, Illinois the day and year last above written.

Notary Public

Printed Name: _____

My commission expires:

Exhibit A

Legal Description of Property

(As Such May be Revised or Determined Accurate by Title Company or Property Survey)

THE WEST 294.00 FEET OF LOT 1, AS MEASURED ON THE NORTH AND SOUTH LINES, IN BLOCK 1 IN SNOBERG CONSTRUCTION COMPANY'S SUBDIVISION OF LOT 2 IN OWNERS ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID SNOBERG CONSTRUCTION COMPANY'S SUBDIVISION RECORDED FEBRUARY 18, 1960 AS DOCUMENT 956169 EXCEPTING THEREFROM THE NORTH 135.0 FEET OF THE EAST 7.00 FEET OF SAID WEST 294.00 FEET, AS MEASURED ALONG SAID NORTH AND SOUTH LINES, IN DUPAGE COUNTY, ILLINOIS

Permanent Index Number: 03-14-118-001-0000

Common Address: 800 West Irving Park Road, Bensenville, Illinois

Exhibit B

FORM OF SPECIAL WARRANTY DEED

This Instrument Prepared By:

Upon Recordation Mail To:

SPECIAL WARRANTY DEED)

THIS INDENTURE made as of this _____ day of _____, 20____, between the VILLAGE OF BENSENVILLE, an Illinois municipal corporation, whose address is 12 SOUTH CENTER STREET, BENSENVILLE, ILLINOIS (the "Grantor"), and A & E LUXURY DEVELOPMENTS, LLC, whose address is _____ (the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does CONVEY and QUIT CLAIM unto the Grantee, and to its successors and assigns, all of Grantor's right, title and interest in and to the following described real estate, situated in the County of DuPage and State of Illinois, as follows:

[INSERT LEGAL DESCRIPTION]

Address of Property: 800 West Irving Park Road, Bensenville, Illinois

Permanent Index Number (PIN): 03-14-118-001-0000

THIS IS NOT HOMESTEAD PROPERTY.

And the Grantee, for itself, and its successors, does covenant, promise and agree, to and with the Grantor that the Property shall not be used in any fashion that constitutes any of the following uses: adult book store, adult entertainment cabaret, pornographic entertainment facility, adult/pornographic motion picture theater, church or other place of worship, drug or alcohol treatment facility, nursing, senior or adult living home, extended stay hotel or similar lodging operation (except a three (3) or more star rated national brand hotel franchise, as approved in the sole discretion of the Corporate Authorities of the Village), airport or truck parking, flea market, pawn shop, precious metals dealer (except in connection with the sale of jewelry or a coin dealer as the principal business), pay-day loan, or tobacco shop. The forgoing covenant is personal to Grantor and shall run with the land and be enforceable by Grantor in the event of the violation of such covenant.

IN WITNESS WHEREOF, the Grantor has duly executed this Quit Claim Deed as of the date first herein written.

VILLAGE OF BENSENVILLE,
an Illinois municipal corporation

By: _____
Name: _____
Title: Village President

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Village President of the Village of Bensenville 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 Village President of the Village of Bensenville he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Commission expires _____, 20__.

Notary Public

SEND SUBSEQUENT TAX BILLS TO:

Exhibit C

Preliminary Site Plans

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**March 12, 2024**DESCRIPTION:**

Resolution Authorizing and Granting Authority the Village Manager to Execute a Natural Gas Purchase Agreement for the Village of Bensenville with Constellation Energy

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input checked="" type="checkbox"/>	Financially Sound Village	<input type="checkbox"/>	Enrich the lives of Residents
<input checked="" type="checkbox"/>	Quality Customer Oriented Services	<input type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

Due to the time sensitivity of seeking and executing utility rates, this agenda item will grant authority to the Village Manager to proceed in minimizing the Village's natural gas rates. Constellation will be providing us with a new rate on Tuesday, March 12th before the meeting.

KEY ISSUES:

Utility rates are continuously changing. The time sensitivity of the current rate and potential savings will be presented at the meeting by the Village Manager. The Resolution, once approved will grant the authority to the Village Manager to act on natural gas rates from Constellation for the Village of Bensenville.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff is recommending the approval of the Resolution Granting the Village Manager the Authorization to seek and retain a efficient natural gas rate for the Village of Bensenville.

BUDGET IMPACT:

TBD

ACTION REQUIRED:

Approval of the Resolution.

ATTACHMENTS:**Description**

Resolution - Constellation Energy for Natural Gas

Upload Date

3/5/2024

Type

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AND GRANTING
AUTHORITY TO THE VILLAGE MANAGER TO
EXECUTE A AGREEMENT WITH CONSTELLATION
ENERGY FOR THE VILLAGE OF BENSENVILLE**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, the Evan Summers is a Board of Trustees appointed Village Manager with the authority to conduct the business on behalf of the Village.

WHEREAS, the Village uses Natural Gas at various facilities like Wastewater Treatment Plant, Edge Ice Arenas and many other Village owned/operated facilities.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustee of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION I, the Village hereby authorized Evan K. Summers, the Village Manager to enter into a Contract with a Qualified Utility Company and execute the contract to save natural gas related expenses for the Village.

SECTION II, the contract should have a rate lower than the current contracted rate and the company providing natural gas should be a Qualified Energy Company servicing the State of Illinois geographical territory.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 12th day of March, 2024.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____