

PUBLISHED IN PAMPHLET FORM THE FOLLOWING:

ORDINANCE 4208

TITLED:

**AN ORDINANCE APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL
AGREEMENT CONCERNING THE VILLAGE OF VILLA PARK NORTH
ARDMORE/VERMONT TIF BY AND BETWEEN THE VILLAGE OF VILLA PARK,
ILLINOIS AND THE BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL
DISTRICT NUMBER 45, DUPAGE COUNTY, ILLINOIS**

**HOSANNA KORYNECKY
VILLAGE CLERK
VILLAGE OF VILLA PARK**

STATE OF ILLINOIS)) ss
COUNTY OF DU PAGE)

I, Hosanna Korynecky, Village Clerk of the Village of Villa Park, Illinois, DO HEREBY CERTIFY that as such Village Clerk and keeper of the records of the Village of Villa Park, that the foregoing is a true and duplicate copy of:

4208 – AN ORDINANCE APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT CONCERNING THE VILLAGE OF VILLA PARK NORTH ARDMORE/VERMONT TIF BY AND BETWEEN THE VILLAGE OF VILLA PARK, ILLINOIS AND THE BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT NUMBER 45, DUPAGE COUNTY, ILLINOIS

Passed on and approved by the President and Board of Trustees of the Village of Villa Park on:

Dated March 8, 2021

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal this 8th day of March 2021.

Seal

Hosanna Korynecky, Clerk
Village of Villa Park

Ordinance No. 4208

**AN ORDINANCE APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL
AGREEMENT CONCERNING THE VILLAGE OF VILLA PARK NORTH
ARDMORE/VERMONT TIF**

by and between

THE VILLAGE OF VILLA PARK, ILLINOIS

AND

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NUMBER 45, DUPAGE
COUNTY, ILLINOIS**

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

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") approved an intergovernmental agreement with School District Number 45 on October 13, 2014 (the "Original IGA"); and,

WHEREAS, the Village has been approached by Hawthorne Development LLC, an Illinois limited liability company (the "*Developer*") to acquire 2.88 acres and has requested financial assistance from the Village in order to proceed to construct the Project; and,

WHEREAS, the Corporate Authorities have determined it to be in the best interest of the Village to amend the Original IGA concerning the Village of Villa Park North Ardmore/Vermont TIF in order to facilitate financing for the Garden Station project; and,

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

Section 1. That the Amendment to the Intergovernmental Agreement Concerning Village of Villa Park North Ardmore/Vermont TIF by and between the Village of Villa Park, Illinois and the Board of Education of School District Number 45, DuPage County, Illinois, attached hereto and made a part hereof, is hereby approved and the President, Village Clerk and Village Manager are hereby authorized and directed to execute and deliver said Amendment and undertake any and all actions as may be required to implement its terms.

Section 2. That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this 8th day of March, 2021, pursuant to a roll call vote as follows:

Ordinance No. 4208

AYES: 7
NAYS: 0
ABSENT: 0

APPROVED this 8th day of March, 2021

Attest:

Jovanna Kopycky
Village Clerk

Albert Beuthius
Village President





BOARD OF EDUCATION
School District 45, DuPage County
Villa Park, Illinois

Board Meeting: February 16, 2021

Action/Consent

Item #021621 8I

Page 1 of 8

SUBJECT: Approve Garden Station Apartments Intergovernmental Agreement

It is recommended by the Superintendent that the Board of Education approve the Garden Station Apartments Intergovernmental Agreement with the Village of Villa Park as discussed at the December 14, 2020 Board of Education Meeting.

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE VILLAGE OF VILLA PARK AND THE BOARD OF EDUCATION OF SCHOOL
DISTRICT 45**

**THIS AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
CONCERNING THE VILLAGE OF VILLA PARK NORTH ARDMORE/VERMONT
TIF** (the “*Amendment*”) dated October 13, 2014 (the “*Original Agreement*”) by and between the Village of Villa Park (the “*Village*”) and School District 45, DuPage County, Illinois (“*District 45*”) is entered into this 16th day of February, 2021.

PREAMBLES:

WHEREAS, as authorized by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and Article VII, Section 10 of the Illinois Constitution of 1970, the Village and District 45 entered into the Original Agreement whereby the Village agreed to make student tuition payments (“*Student Tuition Payments*”) pursuant to Section 11-4.4-3(q)(7.5) of the Illinois Tax Increment Allocation Redevelopment Act (the “*Act*”) which Act had been adopted by the Village for the purpose of establishing the North Ardmore/Vermont Redevelopment Project Area (the “*TIF District*”); and,

WHEREAS, in the Original Agreement the parties acknowledged that the TIF Act mandated Student Tuition Payments for each student residing in housing units within the TIF District that receive financial assistance through an agreement with the Village or because the Village incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for completion of such housing development (the “*Assisted Housing Development*”) and the Village agreed to make the Student Tuition Payments for each student residing at the Assisted Housing Development in an amount as prescribed by the Act; and,

WHEREAS, pursuant to the Act, the maximum amount of Student Tuition Payments to be made from the Incremental Taxes, as hereinafter defined, to District 45 by the Village no matter the number of students residing in an Assisted Housing Development is equal to twenty seven percent (27%) of Incremental Taxes generated from such Assisted Housing Development, which Student Tuition Payments the Village agreed to make; and,

WHEREAS, THE Village has been approached by Hawthorne Development LLC, an Illinois limited liability company (the “*Developer*”) to acquire 2.88 acres as depicted on the map attached hereto as *Exhibit A* and located within the TIF District (the “*Subject Property*”) to develop a two-phase mixed-use, market rate residential project consisting of 344 residential units (270 one-bedroom, 64 two-bedroom and 10 three-bedroom), 12,930 square foot of retail space, 454 parking spaces and amenities including a resident lounge, business center, conference room, fitness center, pet spa, Amazon lockers and swimming pool on the sun deck to be known as Garden Station (the “*Project*”) and has requested financial assistance from the Village in order to proceed to construct the Project; and,

WHEREAS, the Developer has also stated that its experience as an owner and operator of similar mixed use developments within the region has demonstrated that few school age children reside in rental units with the size, style and number of units as proposed for the Project; and,

WHEREAS, the Developer has provided sufficient information to substantiate the fact that the Project could not proceed if the maximum Student Tuition Payments were required to be paid (despite it being contrary to the Developer’s experience), because the Project would not be

economically viable; and,

WHEREAS, District 45 has reviewed the proposed Project and the information supplied by the Developer and understands that the Project would benefit the Village by adding a superior mixed-use development to the community; provide a significant number of job opportunities; and, upon expiration of the TIF District, substantially increase the tax base of all taxing districts having jurisdiction over the Project; and,

WHEREAS, after due consideration, in order to permit the Project to proceed, District 45 agrees to limiting the maximum amount of Student Tuition Payments to be paid from Incremental Taxes generated from the Subject Property as hereinafter provided.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. *Preambles Restated.* The Preambles set forth above are hereby made a part of this Amendment as if restated in full.

2. *Original Agreement Section 3.1 Student Tuition Payments Replaced.* Section 3.1 of the Original Agreement is hereby replaced by this Amendment. Section 4.1 of this Amendment will govern future student tuition payments, if any, pertaining to the Subject Property and the Project.

3. *Incremental Taxes.* For purposes of this Amendment, Incremental Taxes shall mean all ad valorem real property taxes arising from the tax levies upon the Subject Property attributable to the current equalized assessed valuation of the Subject Project over and above the equalized assessed valuation as of the date of the TIF District was established.

4. *Student Tuition Payments.*

4.1 The Village agrees to use Incremental Taxes generated from the Subject Property as reimbursement for each student attending District 45 but only to a maximum of twelve and one-half percent (12.5%) of such Incremental Taxes. District 45 agrees that the total amount of Student Tuition Payments, no matter the number of students residing at the Subject Property for so long as the TIF District remains in place, shall never exceed a maximum of twelve and one-half percent (12.5%) of the Incremental Taxes generated from the Subject Property as a result of the development of the Project, notwithstanding the requirements of the Act.

4.2 Upon completion of any portion of the proposed housing development and the issuance of certificates of occupancy for any of the dwelling units, District 45 agrees to provide the Village on or before September 30 of each year during the term of this Agreement a list of students attending District 45 and residing at the Subject Property.

5. *Miscellaneous Provisions*

5.1 *Authority.* Each party warrants to the other that it is authorized to execute, deliver and perform this Amendment. Each party warrants to the other that the execution, delivery and performance of this Amendment do not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Amendment on behalf of a party warrants to the other party that such individual is authorized to execute this Amendment in the name of the party on whose behalf he or she executes it.

5.2 *Term.* The parties' obligations under this Amendment shall cease upon the later of: (i) termination of the TIF District; or (ii) December 31, 2037.

5.3 *Binding Effect.* This Amendment shall be binding on the parties and their respective successors. It may not be assigned.

5.4 *Further Acts.* Each party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the true intent and meaning of this Amendment.

5.5 *Governing Law.* This Amendment is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.

5.6 *Waivers and Modifications.* No waiver of any term or condition of this Amendment shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Amendment shall not in any other way be modified except in writing signed by all parties.

5.7 *Notices.* Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

If to the Village:

Village Manager 2
Village of Villa Park
20 S. Ardmore
Villa Park, IL 60181

If to District 45:

Superintendent
School District 45
255 W. Vermont St.
Villa Park, IL 60181

5.8 *Entire Amendment.* This Amendment will govern future student tuition payments, if any, pertaining to the Subject Property and the Project.


5.9 *Execution.* This Amendment may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.

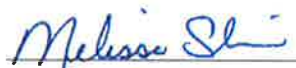
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment on or before

February 16, 2021.

**BOARD OF EDUCATION,
SCHOOL DISTRICT NUMBER 45,
DU PAGE COUNTY, ILLINOIS**

By: 
Judith Degnan, President

ATTEST: 
Melissa Slinn, Secretary

Date: February 16, 2021

**VILLAGE OF VILLA PARK,
STATE OF ILLINOIS**

By: 
President

ATTEST: 
Clerk

Date: _____, 2021